



AGENDA

June 21, 2023

CITY COUNCIL
FINANCE AUTHORITY
HOUSING AUTHORITY
NATURAL GAS FINANCING AUTHORITY

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.

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. Annual Placer Mosquito and Vector Control District Presentation

Presentation from Public Information Officer Meagan Luevano from Placer Mosquito & Vector Control District with a recap of last years efforts and an update on what they are seeing when it comes to mosquitos and other vectors this summer.

CONTACT: Carmen Avalos 916-774-5263 cavalos@roseville.ca.us

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

BEGINNING OF CONSENT CALENDAR

Minutes

7.1. Minutes of Prior Meetings

Memo from City Clerk Technician Melissa Lipp and City Clerk Carmen Avalos recommending the City Council approve the minutes of the May 17, 2023 City Council/Housing Successor meeting, and the May 30, 2023 Special Meeting City Council Budget Workshop.

CC #: 2815

File #: 0102-03

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

Bids / Purchases / Services

7.2. Denio Family Park - Phase 1 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. 23-274 APPROVING AN AGREEMENT, BY AND

BETWEEN THE CITY OF ROSEVILLE AND OLYMPIC LAND-CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6685 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 the base bid plus alternates 1, 2, 3, 4 and 5, plus the Winter Suspension Allowance to Olympic Land-Construction, Inc. for a total contract award amount of \$3,397,707, and a budget adjustment of \$1,175,000 from the Citywide Park – West Roseville SP Fund to fully fund the Denio Family Park – Phase 1 Project. Denio Family Park (formerly F-54) is a 95.5-acre city-wide park site off of Fiddymment Road and Blue Oaks Boulevard in the West Roseville Specific Plan. The master plan was approved by the City Council on February 17, 2021. This Phase 1 project constructs a fenced dog park, 18-hole disc golf course, parking areas, a group picnic area, and supporting amenities. Staff requests authorization to approve change order requests in an amount not to exceed ten percent (10%) of the contracted amount. Funds for this first phase have been approved using the Citywide Park - West Roseville SP Fund and were allocated in the FY2021-22 budget. A budget adjustment is requested to fully fund the construction of the amenities identified in the Phase 1 project. Maintenance of the Phase 1 park improvements will cost approximately \$62,000/year and will be funded from the General Fund.

CC #: 2792

File #: 0704-01 & 0201-01

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

7.3. Tree Pruning and Tree Maintenance Services - Service Agreement Amendment

Memo from Parks, Recreation & Libraries Superintendent Eric Dexter and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 23-291 APPROVING A SERVICE AGREEMENT SECOND AMENDMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WEST COAST ARBORISTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a professional services agreement amendment with West Coast Arborists (WCA). The City is in the second term of the contract that expires in June of 2026. WCA annually prunes over 5,000 City trees through routine grid pruning cycles and has successfully maintained Roseville's urban forest for the last seven years through this contract. WCA costs have increased over the last 24 months as they have realized unexpected sharp increases to operating costs including labor, fuel, recycling and insurance. These increases were unforeseen in the contract agreement, resulting in a recommended cost adjustment of 18%. Funding of this contract combines allocations between the General Fund, Golf Course Fund, Preserve Fund, Native- and Non-Native Tree Mitigation Funds, and Community Facilities Districts and Lighting & Landscape Districts approved through the annual budget process. The total not-to-exceed amount will remain \$4,840,555.05 through the contract end date of June 30, 2026. The 18% increase in rates is included in the proposed FY2023-24 Parks, Recreation &

Libraries budget.
CC #: 2811

File #: 0203-10

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

7.4. Sludge Hauling - Sole Source Contract Purchase Agreement

Memo from Chief Plant Operator Jason Fick and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 23-285 APPROVING A SOLE SOURCE CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SYNAGRO-WWT INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3002846). Staff requests Council approve a sole source contract purchase agreement with Synagro-WWT Inc. in the amount of \$800,000 for sludge hauling for the Pleasant Grove Wastewater Treatment Plant. Funding is included in the Wastewater Operations Fund in the proposed FY2023-24 budget.

CC #: 2806

File #: 0203-09

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

7.5. Dry Creek Greenway East Phase 1 Trail Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Associate Engineer Cathy Gosalvez and Public Works Director Jason Shykowski recommending the City Council approve the plans and specifications for the Dry Creek Greenway East Phase 1 Trail Project and authorize staff to call for bids. The project will construct a paved multi-use trail along Dry, Cirby, and Linda Creeks from Darling Way/Riverside Avenue to the existing Maidu Park Trail at Rocky Ridge Drive. Construction-related costs for this project are estimated to be \$16,927,000 and are fully funded with federal, state and local sources including: Solutions for Congested Corridors, Active Transportation Program, Congestion Mitigation and Air Quality, and Local Transportation Funds. No General Fund resources will be used for the project. Construction of the project is anticipated to begin in the fall of 2023 and be complete by the end of 2025.

CC #: 2796

File #: 0721-05

CONTACT: Cathy Gosalvez 916-746-1300 cgosalvez@roseville.ca.us

7.6. Computers and Technology Equipment - Purchase Orders

Memo from Acting Client Services Supervisor Aaron Andres and Chief Information Officer Hong Sae recommending the City Council approve purchase orders utilizing the Sourcewell CDW-G Technology Catalog Solutions #08149-CDW and National IPA contract 2018011 competitively bid contracts to obtain the best pricing available for the City. The Information Technology Department maintains over 1,900 computers, 1,500 mobile devices, 350 servers, 250 terabytes of data storage, 185 network switches and multiple cybersecurity equipment items across the City to support important business functions. Regular and prompt replacement of aging computers and technology equipment is critical to ensure the effective and efficient operations of City

business. Both the Roseville Electric Utility and Environmental Utilities departments support and maintain industrial control systems which provide critical information for the output, status, and conditions of the distribution and generation operational environment. The total estimated costs for these citywide technology purchase orders is \$2,300,000. Funding is included in the proposed FY2023-24 budgets for the Information Technology Department and other departments in the Information Technology Operations Fund for \$1,500,000; for the Electric Department in the Electric Fund for \$500,000; and for the Environmental Utilities Department in the Water and Wastewater Operations funds for \$300,000.

CC #: 2781

File #: 0203-06

CONTACT: Aaron Andres 916-774-5139 AMAndres@roseville.ca.us

7.7. Water Distribution System Improvements Project - Award of Contract and Budget Adjustment

Memo from Environmental Utilities Assistant Engineer Jonathan Cummings and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 23-267 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND LUND CONSTRUCTION CO., INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6672 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 Council approve a Construction Agreement to Lund Construction Co., Inc. for the Water Distribution System Improvements Project in the amount of \$2,214,209 and authorization to approve and pay for contract change orders that could increase the contract amount by no more than 10 percent or \$221,421 for a not-to-exceed total contract amount of \$2,435,630. This item also requests approval of a budget adjustment to increase the project by \$1,923,801 from available resources in the Water Rehabilitation Fund.

CC #: 2780

File #: 0900-02-01 & 0201-01

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

7.8. Multi-Function Printer Copier Scanner Management Solution - Contract Purchase Agreement

Memo from Acting Client Services Supervisor Aaron Andres and Chief Information Officer Hong Sae recommending the City Council adopt RESOLUTION NO. 23-281 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND J.R.R. ENTERPRISES, INC. DBA CALTRONICS BUSINESS SYSTEMS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of a contract purchase agreement renewal with J.J.R. Enterprises, Inc. dba Caltronics Business Systems (3002955) to provide copier lease and printing services. As part of the contract purchase agreement, the City is required to execute leases with a

third party to receive the multifunctional printers. The annual cost for the one-year agreement will not exceed \$250,000. Funding is included in the proposed FY2023-24 operating budgets for City departments in the General Fund, enterprise funds, and internal service funds.

CC #: 2800

File #: 0203-06

CONTACT: Aaron Andres 916-774-5139 AMAndres@roseville.ca.us

7.9. Substation Relays and Accessories (RFQ 10-3345) - Purchase Orders

Memo from Buyer Sue Jessup and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO 23-286 APPROVING A PURCHASE ORDER FOR THE PURCHASE OF SUBSTATION RELAYS AND ACCESSORIES; and adopt RESOLUTION NO. 23-287 APPROVING A PURCHASE ORDER FOR THE PURCHASE OF SUBSTATION RELAYS AND ACCESSORIES; and adopt RESOLUTION NO. 23-288 APPROVING A PURCHASE ORDER FOR THE PURCHASE OF SUBSTATION RELAYS AND ACCESSORIES. Staff requests Council authorize open purchase orders with HighPoint Power Systems dba Reinhausen Manufacturing, Inc., Keystone Electrical Manufacturing, Inc., and MKI Reps dba Schweitzer Engineering Laboratories, Inc. as the lowest responsive and responsible bidders for the purchase of substation relays and accessories in response to Request for Quotes No. 10-3345. The Electric Department will use this bid for ongoing substation project needs including replacements of remote terminal units, relays, and accessories. Funding is included in the proposed FY2023-24 budget in the Electric Fund. Estimated spending for the optional renewal years is as follows: FY2024-25 \$262,500; FY2025-26 \$275,625; FY2026-27 \$289,400; FY2027-28 \$303,800.

CC #: 2807

File #: 0203-07

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

7.10. Customer Information System Managed Services - Sole Source Contract Purchase Agreement

Memo from Utility Billing Operations Manager Andrea Blomquist and Electric Utility Director Daniel Beans recommending the City Council adopt RESOLUTION NO. 23-273 APPROVING A SOLE SOURCE CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND N HARRIS COMPUTER CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of a Sole Source Contract Purchase Agreement with N Harris Computer Corporation for managed services. The total cost of the agreement is \$246,259.43. Funding is included in the Customer Care Utility Billing annual operations budget in the Electric and Environmental Utilities funds. This recommendation has no impact to the General Fund.

CC #: 2791

File #: 0203-06

CONTACT: Andrea Blomquist 916-774-5317 ABlomquist@roseville.ca.us

Resolutions

7.11. Flood Emergency Response Projects – Statewide Grant Round 2 Program - Funding Agreement

Memo from Associate Engineer Joe Anderson and Public Works Director Jason Shykowski recommending Council adopt RESOLUTION NO. 23-278 APPROVING A FUNDING AGREEMENT, BY AND BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a Funding Agreement with the State of California Department of Water Resources for the Flood Emergency Response Projects - Statewide Grant Round 2, and adopt a resolution authorizing the City Manager to execute it on behalf of the City. This project completed upgrades of the regional Flood Alert System and this second retroactive grant agreement is required to capture reimbursable costs expended outside of the original agreement period of performance. The General Fund was used for the required matching funds, and to fund \$1,592.94 of improvements not included in the grant.

CC #: 2795

File #: 0214 & 0309

CONTACT: Joe Anderson 916-774-5440 jjanderson@roseville.ca.us

7.12. 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. 23-283 APPROVING AN AGREEMENT FOR SALE OF REAL PROPERTY, BY AND BETWEEN THE CITY OF ROSEVILLE AND JB COMPANY MANAGEMENT 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 JB COMPANY MANAGEMENT, LP in the amount of \$200,000. The cost of the agreement will be entirely funded by the Traffic Mitigation Fund. 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 #: 2804

File #: 0900-04-02 & 1002

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

7.13. Maya Bowhunters Archery Club - Lease Agreement

Memo from Environmental Utilities Compliance Administrator Michelle White

and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 23-280 APPROVING A LEASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MAYA BOWHUNTERS OF ROSEVILLE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council adopt a resolution for the lease agreement between the Maya Bowhunters of Roseville, Inc. and the City for a year-to-year term for the continued use of property located at the closed City Sanitary Landfill. The fiscal impact from this lease will be revenue of \$2,445.55 per year in the Waste Services Operations Fund, with an annual inflationary adjustment of two percent for each subsequent year, paid to the City by Maya Bowhunter's Archery Club.

CC #: 2799

File #: 1006-01

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

7.14. Rotation Tow Program - Service Agreements

Memo from Police Lieutenant Scott Blynn and Police Chief Troy Bergstrom recommending the City Council adopt RESOLUTION NO. 23-284 APPROVING TOW SERVICE AGREEMENTS AND AUTHORIZING THE POLICE CHIEF OR HIS DESIGNEE TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council authorize the Police Chief to sign agreements with six tow companies to be included on the Police Department's rotation tow list for the two-year period following execution of the agreements. There is no cost to the City.

CC #: 2805

File #: 0323-02

CONTACT: Scott Blynn 916-746-1076 sblynn@roseville.ca.us

7.15. Prohousing Incentive Pilot Program - Funding Reservation

Memo from Housing Manager Trisha Isom and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 23-282 RESERVING PROHOUSING INCENTIVE PILOT PROGRAM FUNDS FOR THE MERCY HOUSING PLEASANT GROVE APARTMENTS PROJECT. Staff requests Council approval to reserve \$1,550,000 in Prohousing Incentive Pilot Program funds for the Mercy Housing's Pleasant Grove Apartment project to be developed in Roseville. There is no impact to the General Fund.

CC #: 2801

File #: 0709

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

Sara Thornton 916-774-5295 srthornton@roseville.ca.us

7.16. HOME Investment Partnerships Program - Application Authorization

Memo from Housing Analyst Sara Thornton and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 23-279 AUTHORIZING THE SUBMISSION OF THE

2022 HOME INVESTMENT PARTNERSHIPS PROGRAM APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE AND COMPLY WITH THE PROGRAM ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council authorize the City Manager or his designee to apply for authorization to use \$1,500,000 in HOME Program Income funds to support Advocates for Mentally Ill Housing, Inc. (AMI Housing) with the rehabilitation of Sun Rose apartments, a Project Homekey permanent supportive housing site in the City of Roseville. The use of these funds will assist AMI Housing with required gap funding to rehabilitate 83 affordable units. The City's HOME Program Income is funded from First-Time Home Buyer and Owner Occupied Rehabilitation loan payoffs funded using HOME program dollars. No General Fund resources will be used.

CC #: 2797

File #: 0709

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

Sara Thornton 916-774-5295 srthornton@roseville.ca.us

7.17.COVID Homeless Prevention Assistance Program - Community Development Block Grant Agreement Amendment

Memo from Housing Manager Trisha Isom and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 23-270 APPROVING A FIRST AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR COVID HOMELESS PREVENTION ASSISTANCE, BY AND BETWEEN THE CITY OF ROSEVILLE AND AMI HOUSING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of an agreement amendment with AMI Housing for their COVID Homeless Prevention Assistance program funded by the Community Development Block Grant to help prevent homelessness and provide housing stability. The agreement amendment extends the contract through June 30, 2024 to ensure all funds are spent. No additional funds are being added to this project and the extension will not impact the General Fund.

CC #: 2788

File #: 0709-05 & 0214

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

7.18.Fiscal Year 2023-24 Homeless Prevention and Rapid Rehousing Grant Agreements

Memo from Housing Analyst Suzanne Acrell and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 23-275 APPROVING A GRANT AGREEMENT FOR HOMELESS PREVENTION AND RAPID REHOUSING SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND AMI HOUSING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO.

23-276 APPROVING A GRANT AGREEMENT FOR HOMELESS PREVENTION AND RAPID REHOUSING SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE GATHERING INN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 23-277 APPROVING A GRANT AGREEMENT FOR HOMELESS PREVENTION AND RAPID REHOUSING SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE UNITY CARE GROUP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve and authorize the City Manager or his designee to execute agreements between the City and AMI Housing, Inc. in the amount of \$500,000, The Gathering Inn in the amount of \$250,000, and Unity Care Group in the amount of \$123,794 for Homeless Prevention and Rapid Rehousing services. The Homeless Prevention and Rapid Rehousing grant program is funded with \$250,000 of Low and Moderate Income Housing Asset Fund resources and \$766,299 in State of California Permanent Local Housing Allocation funding. The recommended actions do not result in any costs to the General Fund.

CC #: 2794

File #: 0709-05

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

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

7.19. Creekview Westbrook Boulevard Segment 3 - Notice of Completion

Memo from Construction Inspector Troy Galvin and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-272 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS CREEKVIEW WESTBROOK BLVD. SEGMENT 3 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THOSE RESPECTIVE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. Staff requests Council adopt a resolution accepting Creekview Westbrook Blvd. Segment 3, CWJ #190462, as complete and authorizing the City Engineer to execute the Notice of Completion. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 2790

File #: 0400-04-13-1

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

7.20. Amoruso Ranch Phase 1 Subphase A1 In-Tract - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO.

23-269 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BROOKFIELD SACRAMENTO HOLDINGS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Amoruso Ranch Phase 1 Subphase A1 In-Tract final map. Staff requests Council approve the final map on file with the City Clerk and accept, on behalf of the public, the public utility easements offered thereon and accept, subject to improvement, Lots C, D, E, F, G, H, I, J, K, L, M, N and O and all rights of way offered thereon; and reject at this time the irrevocable offers of Lots A & B and approve the abandonment of the irrevocable offers of dedication for rights of way and easements as listed thereon; and approve the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City. The Engineering Department has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 481 residential lots, 13 public landscape lots and 2 public parks lots. The actions requested have no fiscal impact on the City's General Fund.

CC #: 2785

File #: 0400-07 & 0400-04-15-1

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

7.21. Sierra Vista Specific Plan Parcel FD-2 Subdivision - Final Map and Subdivision Agreement

Memo from Assistant Engineer Robert Medina and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-266 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BEAZER HOMES HOLDINGS, LLC AND KLLB AIV, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve the final map and the Subdivision Agreement for the Parcel FD-2 Subdivision. Staff also requests Council accept, on behalf of the public, the public utility easements offered thereon and accept, subject to improvement, Lots A, B, C, D, E, F, G and H and all rights of way offered thereon. The Engineering Department has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 120 residential lots and 8 public landscape lots. The actions requested have no fiscal impact on the City's General Fund.

CC #: 2779

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

CONTACT: Robert Medina 916-774-5517 rmedina@roseville.ca.us

7.22. Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities) - Abandonment

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 23-268 APPROVING RECORDATION OF A NOTICE OF CESSATION OF SPECIAL TAX FOR THE CITY OF ROSEVILLE PARKSIDE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILTIES), AND AUTHORIZING RELATED

ACTIONS. Staff requests Council approve a Notice of Cessation of Special Tax be filed for Parkside at Sierra Vista CFD No. 1 to evidence the fact that the special tax for the CFD has ceased and that the lien imposed by the Notice of Special Tax Lien for the CFD, heretofore recorded in the Placer County Recorder's Office, is extinguished with respect to all of the real property located within the CFD. The public facilities previously anticipated to be financed through the CFD are now anticipated to be financed through the Villages at Sierra Vista CFD No. 1 (Public Facilities), to which the sole landowner within the CFD has proposed to annex all of the territory currently within the Parkside at Sierra Vista CFD No. 1 boundaries into the Villages at Sierra Vista CFD No. 1. The abandonment of Parkside at Sierra Vista CFD No. 1 does not impact the City's General Fund.

CC #: 2782

File #: 0206-03-01

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

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

7.23. Roseville Natural Gas Financing Authority - Fiscal Year 2023-24 Budget

Memo from Accounting Manager Terry Quinlan and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council, acting as the Roseville Natural Gas Financing Authority, adopt ROSEVILLE NATURAL GAS FINANCING AUTHORITY RESOLUTION NO. 2-23 ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2023-24. Staff requests Council approval of the \$16.6 million Roseville Natural Gas Financing Authority (RNGFA) budget for FY2023-24. The RNGFA issued the 2007 Gas Revenue Bonds which financed the prepayment of natural gas used for power generation at the Roseville Energy Park. Approval of the annual budget has no new fiscal impact.

CC #: 2803

File #: 0103-17 & 0201

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

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

7.24. Roseville Aquatics Complex Pump & Motor Replacement and Goto Park Landscape Improvement - Budget Adjustments

Memo from Parks Superintendent Eric Dexter and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt ORDINANCE NO. 6687 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 \$30,000 for the Roseville Aquatics Complex Competition Pool Pump and Motor Replacement project for a total project budget of \$80,000 using funds from the Equipment Replacement Fund, and a budget adjustment in the amount of \$25,000 for the Goto Park Landscape and Irrigation Upgrades project for a total project budget of \$75,000

using funds from the closure of the landscape project at Uribe Park. There is no impact to the General Fund.

CC #: 2802

File #: 0707 & 0201-01

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

7.25. Woodcreek Golf Course Emergency Repairs - Budget Adjustment

Memo from Parks, Recreation & Libraries Superintendent Rob Nakamura and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt ORDINANCE NO. 6671 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 for emergency facility repairs. On May 15, 2023, a fire sprinkler head burst in the walk-in freezer at the Woodcreek Golf Course restaurant causing all sprinklers in the kitchen area to discharge. Although the cause is unknown, the water damage throughout the kitchen facility required emergency restoration services. Repairs to the interior sprinkler system, flooring, walls, cabinetry and walk-in freezer are necessary. The Woodcreek Golf Club Flood Repair project will be funded by a \$120,000 transfer from the General Fund Contributions by Developers Fund. Any unspent monies will be returned to the General Fund at the completion of the project. This expense will be evaluated for potential insurance reimbursement.

CC #: 2777

File #: 0702-02 & 0201-01

CONTACT: Rob Nakamura 915 774 5135 makamura@roseville.ca.us

7.26. Taylor Road Park and Ride Lot Improvement Project - Award of Contract and Budget Adjustment

Memo from Associate Engineer Cathy Gosalvez and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-289 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BALDONI CONSTRUCTION SERVICE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6688 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 the Taylor Road Park and Ride Lot Improvement project to the low bidder, Baldoni Construction Service, Inc., in the amount of \$99,999 with authorization for staff to exceed the award amount by 15% or \$15,000 as a construction contingency. The project will expand the existing bus shelter pad, construct new curb ramps and install conduit for future electric and communication needs. A budget adjustment is necessary in the amount of \$206,330 to fund construction, construction contingency, staff time, and construction management costs. This project is funded fully with Low Carbon Transportation Operation Program grant funds and State of Good Repair funds. No General Fund resources will be used to complete the project. Construction of the project is anticipated to begin in

September of 2023 and be completed by October of 2023.
CC #: 2808

File #: 0900-04-01 & 0201-01

CONTACT: Cathy Gosalvez 916-774-1300 cgosalvez@roseville.ca.us

7.27. Fiscal Year 2022-23 Year-End Budget Adjustments

Memo from Assistant Finance Director Scott Pettingell and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt ORDINANCE NO. 6673 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; and adopt ORDINANCE NO. 6674 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; and adopt ORDINANCE NO. 6675 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; and adopt ORDINANCE NO. 6676 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; and adopt ORDINANCE NO. 6677 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; and adopt ORDINANCE NO. 6678 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; and adopt ORDINANCE NO. 6679 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; and adopt ORDINANCE NO. 6680 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; and adopt ORDINANCE NO. 6681 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; and adopt ORDINANCE NO. 6682 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; and adopt ORDINANCE NO. 6683 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 year-end budget adjustments to the FY2022-23 budget to ensure compliance with the annual budget ordinance. The recommended year-end budget adjustments include: Roseville Youth Sports Coalition Fund/Citywide Park Fund; Roseville Aquatics Maintenance Fund/General Fund; Roseville Energy Park Exterior Paint Project; General Fund Annexation Payments; American Rescue Plan Act (ARPA) Project Revenue; Transit Fund/Transit Shuttle Fee Fund; General Fund Capital Reserve Fund/Strategic Improvement Fund; Emergency Repairs at Placer County Society for the Prevention of Cruelty to Animals facility; Closure of the General Capital Projects Fund; Facility Rehabilitation Fund; and Workers Compensation Fund. There are adequate resources available within all the impacted funds. The Roseville Aquatics Maintenance Fund budget adjustment provides \$78,579 to the General Fund.

CC #: 2784

File #: 0201 & 0201-01

CONTACT: Scott Pettingell 916-746-1306 spettingell@roseville.ca.us

Reports / Requests

7.28.HOUSING AUTHORITY/CITY COUNCIL - Quarterly Status Update

Memo from Housing Supervisor Suzi Cook-Turner and Economic Development Director Melissa Anguiano recommending the City Council receive a quarterly report on the Housing Authority's Housing Choice Voucher Program. This report is for informational purposes only and has no impact on the City's General Fund.

CC #: 2798

File #: 0709-02-01

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

7.29.Fiscal Year 2022-23 Second Quarter Financial Report

Memo from Assistant Finance Director Scott Pettingell and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending that the City Council receive an informational report that includes financial data for the first two quarters of Fiscal Year 2022-23 for the General Fund, the enterprise operating funds, and revenues in selected other funds. This item is a financial update only and has no fiscal impact.

CC #: 2783

File #: 0201

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

7.30.Roseville Soccer Complex Traffic Signal and Roadway Improvements - Interfund Loan

Memo from Assistant Finance Director Scott Pettingell and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City

Council approve a \$3,217,833 interfund loan from the General Fund Capital Reserve Fund to the Traffic Mitigation Fund (TMF) to construct traffic signal and roadway improvements to accommodate the construction of the Roseville Soccer Complex. Pursuant to the interfund loan terms, the TMF Fund will repay the General Fund Capital Reserve Fund over 20 years. The interfund loan includes estimated interest payments totaling \$624,208. The first loan principal repayment is scheduled for FY2026-27. The annual interest rate for this interfund loan will be the City's prior year's average pooled interest rate. This interfund loan is consistent with the Council-approved interfund loan policy. The proposed FY2023-24 budget includes this interfund loan to fund the project.

CC #: 2810

File #: 0704 & 0200

CONTACT: Scott Pettingell 916-746-1306 spettingell@roseville.ca.us

END OF CONSENT CALENDAR

8. APPOINTMENTS

8.1. Board and Commissions Bi-Annual Vacancies

Memo from City Clerk Technician Katrina Six and City Clerk Carmen Avalos recommending the City Council appoint one (1) individual to the Design Committee to a term expiring June 30, 2027 from the applications received from: Sandra Boyle and Dharmendra Panchal; appoint three (3) individuals to the Economic Development Advisory Committee to terms expiring June 30, 2025 from the applications received from: Naaz Alikhan, Herb Bal, Blandon Granger, Lauren Razzano, Jeff Richardson, and Michael Tronnes; appoint two (2) individuals to the Grants Advisory Commission to terms expiring June 30, 2027 from the applications received from: Andrew Keller, Lorin Meeks-Harris, Dharmendra Panchal, and Neva Parker; appoint three (3) individuals to the Public Utilities Commission to terms expiring June 30, 2027 from the applications received from: Herb Bal, John DeLacy, Andrew Keller, Lorin Meeks-Harris, Scott Sanford, John Speight, Ellen Springer, and Elaine Webb.

CC #: 2786

File #: 0103 & 0103-08-02 & 0103-09-02 & 0103-34-02 & 0103-44-02

CONTACT: Katrina Six 916-774-5267 kmsix@roseville.ca.us

9. RESOLUTIONS

9.1. Creekview Community Facilities District No. 1, Improvement Area 2, Series 2023 - Bond Issuance

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 23-271 AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF IMPROVEMENT AREA NO. 2 OF THE CITY OF ROSEVILLE CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT AND A BOND PURCHASE AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH

BONDS, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS. Staff recommends Council adopt a resolution authorizing the issuance of Special Tax Bonds for and on behalf of improvement Area No. 2 of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities), approving and directing the execution of a Fiscal Agent Agreement and a Bond Purchase Agreement, approving the form of the Preliminary Official Statement, approving sale of such bonds, and approving other related documents and actions. The 2023 bonds are being issued at the developer's request, in an amount not to exceed \$17,000,000 to (i) construct and/or acquire certain authorized public facilities, (ii) provide for a deposit to a debt service reserve account for the 2023 Bonds, and (iii) pay costs of issuance of the 2023 Bonds. The 2023 bonds are the first series to be issued for Improvement Area No. 2. The CFD will generate special taxes that will be paid by the property owners sufficient to pay the costs of the debt service, CFD administration, and any authorized pay-as-you-go facilities, as well as provide funding in the future for maintenance/replacement of constructed facilities. The issuance of these bonds will not impact the City's General Fund.

CC #: 2789

File #: 0206-03-01

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

9.2. The Ranch at Sierra Vista Community Facilities District No. 1, Series 2023 - Bond Issuance

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 23-290 AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF THE CITY OF ROSEVILLE THE RANCH AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF A SUPPLEMENTAL AGREEMENT TO FISCAL AGENT AGREEMENT AND BOND PURCHASE AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS. Staff requests Council approve the issuance of Special Tax Bonds for The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities), approving and directing the execution of a Supplemental Agreement to Fiscal Agent Agreement and Bond Purchase Agreement, approving the form of the Preliminary Official Statement, approving sale of such bonds, and approving other related documents and actions. The Series 2023 Bonds are being issued at the request of the developer for the District to: (i) construct and acquire certain public facilities of benefit to the District, (ii) provide for a deposit to a debt service reserve account for the 2023 Bonds, (iii) provide capitalized interest for debt service due on the 2023 bonds, and (iv) pay costs of issuance of the 2023 Bonds. The 2023 Bonds are the third series of bonds to be issued for the District. The issuance of these bonds will not impact the City's General Fund.

CC #: 2809

File #: 0206-03-01

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

10. ORDINANCES

10.1. City of Roseville FY2023-24 Citywide Budget, Position Allocation Schedule, Roseville Housing Authority Budget, and Roseville Finance Authority Budget

Memo from Assistant Finance Director Scott Pettingell and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council acting as the Board of Directors for the Roseville Housing Authority, adopt RESOLUTION NO. 2-23 APPROVING THE ANNUAL BUDGET FOR FISCAL YEAR 2023-24; and adopt ORDINANCE NO. 6684 ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2023-2024, ADOPTING BUDGET CONTROL POLICIES, ADOPTING AN APPROPRIATIONS LIMIT, ADOPTING THE BUDGET FOR THE SUCCESSOR AGENCY OF THE ROSEVILLE REDEVELOPMENT AGENCY, TO BE EFFECTIVE IMMEDIATELY AS AN URGENCY MEASURE; and adopt ROSEVILLE FINANCE AUTHORITY RESOLUTION NO. 1-23 ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2023-24. Staff requests Council approve new vehicle requests and the Citywide position allocation schedule as incorporated into the Fiscal Year 2023-24 budget document, effective July 1, 2023. The FY2023-24 proposed citywide expenditure budget totals \$784 million from all funding sources. The budget for the General Fund is \$229 million, which includes operating (\$213.6 million) and non-operating expenditures (\$15.7 million). The FY2023-24 Housing Authority program expenditure budget is \$7.2 million and is primarily comprised of funding from the federally-funded Housing Choice Voucher Program for the purpose of providing rental assistance to over to 823 families, seniors, disabled persons, and veterans annually. The FY2023-24 Roseville Finance Authority (RFA) budget includes debt service payments of \$2.4 million reflecting scheduled payments on the Certificates of Participation for the corporation yard, golf courses, and 316 Vernon Street. Transfers out of the RFA capital projects fund of \$690,980 represent savings from community facilities districts (CFDs) bond refundings transferred to various CFDs and to the Citywide Parks Fund for the repayment of a loan from the Fleet Replacement Fund, which partially funded the construction of Harry Crabb Park.

CC #: 2787

File #: 0201 & 0103-03-02 & 0103-29-02

CONTACT: Scott Pettingell 916-746-1306 spettingell@roseville.ca.us

10.2. Electric Utility Department Operations Center Project - Budget Adjustment

Memo from Assistant Electric Utility Director Eric Campbell and Electric Utility Director Dan Beans recommending the City Council adopt ORDINANCE NO. 6686 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 for the Electric Department in the amount of \$750,000 to fund and create the Electric Utility's Department Operations Center capital project. Funding will increase the FY2022-23 budget authority and decrease the Electric Fund balance by \$750,000.

CC #: 2793

File #: 0800-03 & 0201-01

CONTACT: Eric Campbell 916-774-5626 ecampbell@roseville.ca.us

11. SPECIAL REQUESTS/REPORTS/PRESENTATION

11.1. Request for 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 Granite Bay High School for Safe and Sober Grad Night sponsorship in the amount of \$500.00.

CC #: 2813

File #: 0102

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

11.2. Request for Council Discretionary Funds - Kelli's Cookies for Goodness Bakes

Memo from City Clerk Technician Melissa Lipp and City Clerk Carmen Avalos requesting the City Council consider a request for \$3,500 from Kelli's Cookies for Goodness Bakes to support their annual fundraiser "Taste of Placer."

CC #: 2814

File #: 0102

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

11.3. Advanced Metering Infrastructure Project Update

Memo from Advanced Metering Infrastructure Project Manager Caitlin Ornelas and Electric Utility Director Daniel Beans recommending the City Council receive an update from Roseville Electric on the Advanced Metering Infrastructure project. This informational presentation has no fiscal impact.

CC #: 2778

File #: 0800-03

CONTACT: Caitlin Ornelas 916-774-5178 COornelas@roseville.ca.us

12. 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.

12.1. Formation of Amoruso Ranch Community Facilities District No. 1 (Public Facilities) and 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. 23-292 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. 23-293 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. 23-294 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. 23-295 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. 6689 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. 23-296 A RESOLUTION OF FORMATION OF COMMUNITY FACILITIES DISTRICT City of Roseville Amoruso Ranch Community Facilities District No. 2 (Public Services); and adopt RESOLUTION NO. 23-297 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. 23-298 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. 6690 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. 23-299 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. 23-300 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 #: 2812

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

13. COUNCIL REPORTS / PUBLIC COMMENTS

14. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 2815
File #: 0102-03

Title: Minutes of Prior Meetings
Contact: Melissa Lipp 916-774-5268 mllipp@roseville.ca.us

Meeting Date: 6/21/2023
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Approve the minutes of the May 17, 2023 City Council/Housing Successor meeting and the May 30, 2023 Special Meeting City Council Budget Workshop.

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,

Melissa Lipp, City Clerk Technician

Carmen Avalos, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

May 17, 2023 Council Council Housing Successor

May 30, 2023 Special Meeting City Council Budget Workshop



MINUTES

May 17, 2023

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

1. CALL TO ORDER

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

2. ROLL CALL

Present: Bernasconi, Alvord, Mendonsa, Roccucci, Houdesheldt

3. PLEDGE OF ALLEGIANCE

Emily led the Pledge of Allegiance.

4. MEETING PROCEDURES

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

City Clerk Carmen Avalos announced item 10.1 is continued to the Council meeting of June 21.

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

City Councilmembers presented the proclamation to Roseville Police Chief Troy Bergstrom, who responded.

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

Mayor Bruce Houdesheldt presented the proclamation to Monk's Cellar owner Andy Klein, who responded.

6. PUBLIC COMMENTS

Lorin Meeks-Harris spoke on traffic concerns near the area of Porter and Junction.

David Zwilling spoke on traffic concerns near Woodbridge School, Stanford Avenue.

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Motion by Tracy Mendonsa, seconded by Pauline Roccucci, to approve the Consent Calendar as presented. The Motion Passed.

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

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 ctscreiter@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

Government Relations Administrator Mark Wolinski made the presentation to the City Council.

No public comment received.

Motion by Scott Alvord, seconded by Krista Bernasconi, to adopt RESOLUTION NO. 23-166 OPPOSING STATE BALLOT INITIATIVE 21-0042A1. The Motion Passed.

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

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

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

No public comment received.

Motion by Tracy Mendonsa, seconded by Pauline Roccucci, to 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. The Motion Passed.

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

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

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

No public comment received.

Motion by Pauline Roccucci, seconded by Scott Alvord, to adopt RESOLUTION NO. 23-176 ADOPTING THE CITY OF ROSEVILLE FINANCIAL POLICIES, EFFECTIVE JULY 1, 2023. The Motion Passed.

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

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

Housing Manager Trisha Isom introduced Housing Analyst Suzanne Acrell.

Housing Analyst Suzanne Acrell made the presentation to the City Council.

Denise Walker requested clarification on how chronic homelessness is defined.

Housing Analyst Suzanne Acrell provided clarification.

Motion by Pauline Roccucci, seconded by Krista Bernasconi, to 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. The Motion Passed.

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

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

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

No public comment received.

Motion by Scott Alvord, seconded by Krista Bernasconi, to 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. The Motion Passed.

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

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

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

No public comment received.

Motion by Pauline Roccucci, seconded by Tracy Mendonsa, to approve sponsorship for Safe and Sober Grad Night for Oakmont High School, Roseville High School, West Park High School, and Woodcreek High School in the amount of \$500.00 each.. The Motion Passed.

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

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

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

Laura with The Petal Connection thanked Council for their past support.

Axel with Life Steps thanked Council for their past support.

Sara Weimar with Roseville Thriving Youth thanked Council for their past support.

Mary-Joe Fleming with a parent participation school serving children of the local

area thanked Council for their past support.

Jamie with The Assistance League of Greater Placer spoke in support of the funding recommendations.

Glenda Hay with The Historic Sierra Vista Neighborhood Association and RCONA spoke in support of the funding recommendations.

Nicole Harrigan with Gigi's Playhouse spoke in support of the funding recommendations.

Noelle Calvert with Sierra College Foundation Food Panty spoke in support of the funding recommendations.

Vice Mayor Krista Bernasconi left the dais for a potential conflict of interest as she does work for the Placer Food Bank.

Motion by Pauline Roccucci, seconded by Scott Alvord, to approve grant funding in the amount of \$45,618 to the Placer Food Bank. The Motion Passed.

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

Vice Mayor Krista Bernasconi returned to the dais.

Councilmember Tracy Mendonsa and Councilmember Scott Alvord left the dais due to a potential conflict of interest due to both Councilmembers serving on the Roseville Police Activities League Board of Directors.

Motion by Krista Bernasconi, seconded by Pauline Roccucci, to approve grant funding in the amount of \$25,000 to the Roseville Police Activities League. The Motion Passed.

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

Councilmember Tracy Mendonsa returned to the dais.

Councilmember Scott Alvord remained away from the dais for a potential conflict of interest due to serving on the Roseville Coalition of Neighborhood Associations (RCONA) Board of Directors, and his wife receiving income from the Wayfinder Family Services in the first quarter of 2023.

Motion by Pauline Roccucci, seconded by Tracy Mendonsa, to approve grant funding in the amounts of \$7,336 to RCONA and \$10,000 to Wayfinder Family Services. The Motion Passed.

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

Councilmember Scott Alvord returned to the dais.

Motion by Tracy Mendonsa, seconded by Pauline Roccucci, to approve grant funding to the remainder of the organizations as recommended by the Grants Advisory Commission. The Motion Passed.

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

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

Roseville Electric Chief Operating Officer Shawn Matchim introduced Interim Assistant Electric Utility Director Eric Campbell.

Eric Campbell made the presentation to the City Council.

No public comment received.

For information only. No action taken.

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

Assistant Environmental Utilities Director Sean Bigley made the presentation to the City Council.

No public comment received.

For information only. No action taken.

10. PUBLIC HEARING

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

Motion by Tracy Mendonsa, seconded by Krista Bernasconi, to continue the item to the City Council meeting of June 21, 2023. The Motion Passed.

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

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

Item 10.2 dropped from the agenda.

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

Mayor Bruce Houdesheldt opened the public hearing.

Assistant City Manager Ryan Devore made the presentation to the City Council.

Costco representative Mike Dobrota spoke in support of the project.

Lorin Meeks-Harris inquired if this project would affect the existing Costco.

Costco representative Mike Dobrota provided clarification.

Mayor Bruce Houdesheldt closed the public hearing.

Councilmember Scott Alvord read into the record that although his 2022 Form 700 stated that he owned Costco stock in the range of \$2,000 to \$10,000, he has since disposed of the majority of his Costco shares and is now under the Conflict of

Interest limit.

Motion by Scott Alvord, seconded by Pauline Roccucci, to 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. The Motion Passed.

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

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

Human Resources Director Stacey Peterson made the presentation to the City Council.

No public comment received.

Motion by Pauline Roccucci, seconded by Krista Bernasconi, to adopt 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; 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; 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. The Motion Passed.

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

12. COUNCIL REPORTS / PUBLIC COMMENTS

No additional public comment received.

City Manager Dominick Casey thanked Council and staff.

Placer Veteran's Stand Down Event - Councilmember Pauline Roccucci reported.

Hearts for Heroes Fundraiser - Councilmember Pauline Roccucci reported.

Placer County Ag Tour - Councilmember Pauline Roccucci reported.

Fire Station 9 Open House - Councilmember Scott Alvord reported on attendance.

Pride of Roseville Award Ceremony and Banquet - Councilmember Scott Alvord reported.

Congratulations to Roseville City Attorney and City Manager - Vice Mayor Krista Bernasconi announced.

Unveiling of Placer County's Fallen Deputy Memorial - Vice Mayor Krista Bernasconi reported on attendance.

Roseville City School District Foundation Golf Tournament Fundraiser - Vice Mayor Krista Bernasconi reported on attendance.

Greater Sacramento Economic Council Retreat - Vice Mayor Krista Bernasconi announced she will miss the City Council meeting of June 7, 2023 in

order to attend.

City of Roseville Mayor's Cup Event - Mayor Bruce Houdesheldt reported.

13. ADJOURNMENT

Mayor Bruce Houdesheldt adjourned the meeting at 8:34 p.m.



MINUTES

May 30, 2023

SPECIAL MEETING
CITY COUNCIL BUDGET WORKSHOP
4:00 p.m.
Council Chambers
311 Vernon Street
Roseville, California
www.roseville.ca.us

1. CALL TO ORDER

Mayor Bruce Houdesheldt called the meeting to order at 4:01 p.m.

2. ROLL CALL

Present: Bernasconi, Alvord, Mendonsa, Roccucci, Houdesheldt

3. PLEDGE OF ALLEGIANCE

Environmental Utilities Director Richard Plecker led the Pledge of Allegiance.

4. MEETING PROCEDURES

Assistant City Clerk Helen Dreyer announced the procedures for addressing the City Council.

5. PUBLIC COMMENTS

No public comment received.

6. SPECIAL REQUESTS/REPORTS/PRESENTATION

6.1. Budget Workshop

- A. Introduction
- B. Fiscal Overview
- C. Department Overviews:
 - 1. Police

2. Fire
3. Parks, Recreation & Libraries
4. Development Services
5. Public Works
6. Economic Development

CONTACT: Dennis Kauffman dkauffman@roseville.ca.us 916-774-5319

City Manager Dominick Casey made the opening remarks.

Assistant City Manager/Chief Financial Officer Dennis Kauffman provided an overview of the budget.

No public comment received.

Police Chief Troy Bergstrom presented the Police Department budget.

No public comment received.

Fire Chief Rick Barteo presented the Fire Department budget.

No public comment received.

Parks, Recreation & Libraries Director Jill Geller presented the Parks, Recreation & Libraries Department budget.

No public comment received.

Development Services Director Mike Isom presented the Development Services Department budget.

No public comment received.

Public Works Director Jason Shykowski presented the Public Works Department budget.

No public comment received.

Economic Development Director Melissa Anguiano presented the Economic Development Department budget.

No public comment received.

For information only. No action taken.

7. COUNCIL REPORTS / PUBLIC COMMENTS

No additional public comment received.

No Council reports.

8. ADJOURNMENT

Mayor Bruce Houdesheldt adjourned the meeting at 6:32 p.m.



COUNCIL COMMUNICATION

CC #: 2792

File #: 0704-01 & 0201-01

Title: Denio Family Park - Phase 1 Project - Award of Contract and Budget Adjustment

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

Meeting Date: 6/21/2023

Item #: 7.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to award the Denio Family Park – Phase 1 Project to the apparent low bidder, Olympic Land-Construction, in the amount of \$3,397,707, authorize the City Manager to execute it on behalf of the City of Roseville, and authorize change order requests in an amount not to exceed ten percent (10%) of the contract amount.

Staff also recommends that the City Council adopt an ordinance to approve a budget adjustment appropriating \$1,750,000 in the Citywide Park - West Roseville SP Fund to the Denio Family Park Project (400118).

BACKGROUND

Denio Family Park (formerly F-54) is a 95.5-acre city-wide park site off of Fiddymont Road to the east, Hayden Parkway on the south, Corin Drive on the west and Blue Oaks Boulevard to the north in the West Roseville Specific Plan. The master plan for this park was approved by the City Council on February 17, 2021. Amenities planned for the park in this Phase 1 of construction include an 18-hole disc golf course, fenced off-leash dog park, pedestrian concrete walkways, an asphalt driveway, off-street gravel parking lots, a group picnic area, security lighting, landscape, and irrigation. In order to meet budget constraints, additive alternates included in the bid consisted of a shade structure for the picnic area (Add Alternative 1), a restroom building (Add Alternative 2), asphalt paving for the parking areas (Add Alternative 3), a vehicular gate at the park entrance (Add Alternative 4) and additional landscape and irrigation (Add Alternative 5). A future phase will construct the planned bike trail and two bridges at creek crossings.

City Council approved the plans and specifications and authorized the call for bids at the November 2, 2022, meeting. Bids were opened on May 16, 2023, and staff received two bids for the project. The bid results are as follows:

<u>Bidder</u>	<u>Total Lump Sum Bid</u>
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Olympic Land-Construction, Inc.	\$3,397,707
---------------------------------	-------------

Abide Builders, Inc. \$3,427,135

Engineer's Estimate \$3,378,580

Staff recommends award of the base bid plus all add alternates 1, 2, 3, 4 and 5, plus the winter suspension allowance for a total contract award amount of \$3,397,707 to Olympic Land-Construction, Inc. This will result in a total project budget of \$4,448,223, which includes the cost of design and engineering, construction, permits, inspections, construction administration, and contingency.

FISCAL IMPACT

Funds for this first phase have been approved using the Citywide Park - West Roseville SP Fund allocated in the FY2021-22 budget. A budget adjustment is requested to fully fund the construction of the amenities identified in the Phase 1 project. PRL plans for Phase II of the project, which includes the bike trail and bridges, to start in FY2025-26 and additional funds will be requested at that time. The Citywide Park - West Roseville SP Fund has appropriate resources available to fund this request. This budget adjustment does not impact the General Fund. Maintenance of the Phase 1 park improvements will cost approximately \$62,000/year and will be funded from the General Fund.

ENVIRONMENTAL REVIEW

Development of the F-54 Park site was previously evaluated in the West Roseville Specific Plan EIR (certified February 27, 2004 and SCH No. 2002082057), and identified in the associated West Roseville Specific Plan. Construction of the F-54 Park site is within the scope of the project covered by the West Roseville Specific Plan Final EIR. As discussed in the Specific Plan EIR, the EIR provides environmental analyses of community infrastructure and facilities, including parks, pedestrian bridges, and bike trails, to the extent applicable. Because the project is consistent with the West Roseville Specific Plan Final EIR and Specific Plan, no new effects would be expected to occur and all applicable mitigation measures from the West Roseville Specific Plan EIR will be implemented during the design and construction of the F-54 Park site. Because the proposed project meets the requirements identified in Section 15183 of the State CEQA Guidelines, no additional CEQA review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal C - Maintain a safe and healthy community
Goal D - Enhance economic vitality
Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Joel De Jong, Park Development Project Manager

Jill Geller, Director, Parks, Recreation & Libraries



Dominick Casey, City Manager

ATTACHMENTS:

Description

Vicinity Map

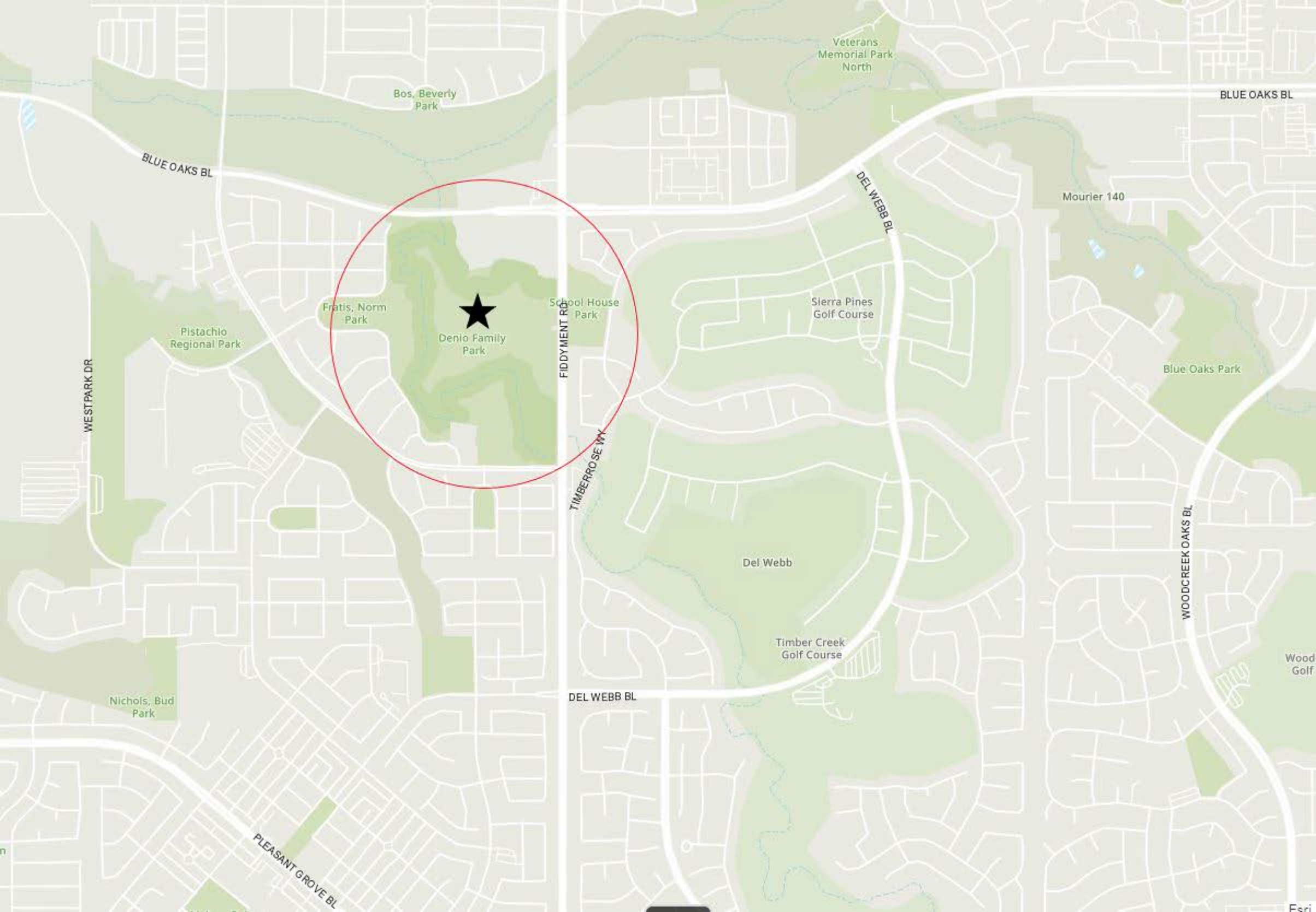
Resolution 23-274

Agreement

Ordinance 6685

Budget Adjustment

Bid Summary



Veterans Memorial Park North

BLUE OAKS BL

Bos, Beverly Park

BLUE OAKS BL

Mourier 140

DEL WEBB BL

Sierra Pines Golf Course

Scout House Park

Fratz, Norm Park

Denio Family Park

Pistachio Regional Park

Blue Oaks Park

FIDDYMENT RD

WESTPARK DR

TIMBERROSE WY

Del Webb

WOODCREEK OAKS BL

Timber Creek Golf Course

DEL WEBB BL

Nichols, Bud Park

PLEASANT GROVE BL

Wood Golf

RESOLUTION NO. 23-274

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND OLYMPIC LAND-CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement regarding the Denio Family Park – Phase 1 Project, by and between the City of Roseville and Olympic Land-Construction, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Agreement is 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, consistent with the contract terms, provided that the net cost of all change orders shall not exceed ten percent (10%) of the contract amount.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, 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 _____ Olympic Land-Construction, 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 2nd day of November, 20 22, approved plans and specifications for the _____ Denio Family Park - Phase 1 Project _____ and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the 16th day of May, 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 _____

_____ Denio Family Park - Phase 1 Project _____

in accordance with the Contract Documents (the Work).

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

2. PAYMENT. CITY shall pay CONTRACTOR Three million three hundred ninety seven thousand seven hundred seven and no/100 dollars (\$ 3,397,707.00) 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 90 Days of the date of this Contract. CONTRACTOR shall begin work by the date specified in the "Notice to Proceed" letter and shall diligently prosecute all of the Work under this Contract in all parts and requirements as defined in the Contract Documents.

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

CITY OF ROSEVILLE

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

CONTRACTOR

Pantelis Kallergis
Olympic Land-Construction, Inc.
2442 North Ave.
Sacramento, CA 95838

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

Olympic Land-Construction, Inc., a
California Corporation

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: President

ATTEST:

and

BY: 
its: CFO

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

INSURANCE BROKER INFORMATION PACKET

Project: Denio Family Park Phase 1 Project

NOTICE TO CONTRACTOR:

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

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

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Notice to Insurance Broker	INS 1
Insurance Requirements	INS 2
Public Works Faithful Performance Bond	INS 10
Public Works Payment Bond	INS 13

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 Denio Family Park Phase 1 Project. The Contract Conditions for that project require your client (“the Contractor”) to return certain evidence of insurance and bonds to the City Attorney of the City within fifteen (15) days after the Bid award, unless otherwise directed by the City in writing, or else the Bid award may be terminated and awarded to another company.

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

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

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

The Bonds required must each be in the penal amount of: \$ 3,397,707.00.

Bonds must be sent to the following staff person:

City of Roseville Parks, Recreation & Libraries

Attn: Joel De Jong

316 Vernon St. Suite 400

Roseville, CA 95678

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.

INS - 1

INSURANCE REQUIREMENTS

The following sections are quoted from the General Conditions:

5-1.23 **INSURANCE COVERAGE.**

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

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

C. **Insurance Required.**

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

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

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

- a. Inclusion of the City of Roseville, and its officers, agents, employees, and volunteers, as additional insureds (except for workers' compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the ISO CG 2010 10 01 combined with ISO CGL Endorsement CG 2037 10 01. Any other endorsement must be approved in writing by the City. Endorsements must include coverage for on-going and completed operations, which coverage shall be maintained for four (4) years following completion of the Project. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.
- b. The insurance shall provide coverage for claims by one insured against another insured and the policies shall not contain any cross-suits exclusions, cross-liability exclusions, or insured versus insured exclusions. The policies shall not contain any classification exclusions purporting to deny coverage for any work to be performed by Contractor or any of its Subcontractors.
- c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither the City nor its insurers will be called upon to contribute to a loss.
- d. Such insurance shall specifically cover the contractual liability of

the Contractor.

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

f. Waiver of subrogation endorsement.

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

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

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

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

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

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

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

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

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

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

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

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

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

5-1.24 **OTHER INSURANCE PROVISIONS.**

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

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

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

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

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

E. The limits of insurance required in this Contract may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be

endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City (if agreed to in a written contract) before the City's own insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

ORDINANCE NO. 6685

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 Denio Family Park - Phase 1 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 & Development Manager FISCAL YEAR: 2022-23
PREPARER NAME & TITLE: Rendi Hodge, Management Analyst COUNCIL DATE (if applicable): 6/21/23
DEPARTMENT/DIVISION: Parks, Recreation & Libraries/Park Development ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3304	6587	84001	400118	1,750,000	Increase to project budget - Denio Family Park (formerly F-54)
TOTAL				1,750,000	

REVENUES/TRANSFERS IN

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

NET ADJUSTMENT	1,750,000
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3304				(1,750,000)	Reduce available resources in Citywide Park - West Roseville SP Fund
TOTAL				(1,750,000)	

Justification for Budget Adjustment:

The Parks, Recreation & Libraries Department is requesting a budget adjustment for project 400118 Denio Family Park (formerly F-54) in the amount of \$1,750,000, increasing the total project budget to \$4,448,223. The initial budget of \$2,698,223 for this project was approved in FY2019-20; however, bids for the project came in higher than anticipated, and additional funds are required for construction, construction contingency, and construction administration. The Phase 1 project includes the construction of a disc golf course, a fenced off-leash dog park, paved off-street parking lots, a covered group picnic area, a restroom building, landscape and irrigation, and other associated site amenities. PRL plans to start Phase II of the project in FY2025-26, which includes the bike trail and bridges. Additional funding will be requested at that time. The Citywide Park-West Roseville SP Fund has adequate resources available to fund this request. This budget adjustment does not impact the General Fund.

REQUIRED APPROVALS:					
	05/31/2023		Digitally signed by Nancy Rothlisberger Date: 2023.05.31 17:49:00 -07'00'		
REQUESTING DEPARTMENT HEAD / DESIGNEE		BUDGET MANAGER / DESIGNEE			
DATE		DATE			
					
Digitally signed by Dennis Kauffman Date: 2023.05.31 18:15:21 -07'00'					
CHIEF FINANCIAL OFFICER / DESIGNEE		CITY MANAGER / DESIGNEE			
DATE		DATE			
BUDGET DEPARTMENT USE ONLY:					
POSTED BY		DATE			

Revised: June 24, 2019

BID SUMMARY SHEET

BID OPENING FOR:

TIME: 3:00 PM

CITY OF ROSEVILLE
CALIFORNIA

[illegible]

Please Sign-In

Staff

Visitors (Name & Company)

Visitors (Name & Company)

be speaker

Katrina Six

Bel De Jong



COUNCIL COMMUNICATION

CC #: 2811
File #: 0203-10

Title: Tree Pruning and Tree Maintenance Services - Service Agreement Amendment
Contact: Eric Dexter 916-746-1769 edexter@roseville.ca.us

Meeting Date: 6/21/2023
Item #: 7.3.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve the Second Amendment to Tree Pruning and Tree Maintenance Services Agreement with West Coast Arborists, Inc., and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

The City's Parks, Recreation & Libraries (PRL) Department has the ongoing responsibility to maintain over 48,000 City trees in parks, streetscapes, municipal golf courses and approximately 80,000-120,000 in preserves and open space areas throughout the City.

On March 14, 2016, staff released a Request for Proposals for citywide tree pruning and tree maintenance services. Additional on-call services include citywide tree planting, tree removal, stump grinding, emergency response, storm & debris clean up, plant healthcare applications, specialty pruning, arborist services and 24/7 emergency response for downed trees, broken branches and assists during storm events.

A professional services agreement was approved by Council on June 2, 2016 for five years with an extension approved in June 2021 for an additional five years ending in 2026.

West Coast Arborists (WCA) annually prunes over 5,000 City trees through routine grid pruning cycles and has successfully maintained Roseville's Urban Forest through this contract.

WCA costs have increased over the last 24 months as they have realized unexpected sharp increases to operating costs including labor, fuel, recycling and insurance. These increases were unforeseen in the original contract agreement, resulting in a recommended cost adjustment of 18%.

Staff believes the attached rate schedule is a fair proposal that allows for reasonable cost adjustments. Based on WCA's successful performance and execution of the Agreement to date, Staff recommends approval of the second amendment to this contract.

FISCAL IMPACT

The total not-to-exceed amount of the WCA agreement will remain \$4,840,555.05 through the contract end date of June 30, 2026. WCA's updated proposed rate schedule for FY 2023-24 is attached. Funding of this contract combines allocations between the General Fund, Golf Course Fund, Preserve Fund, Native- and Non-Native Tree Mitigation Fund, and Community Facilities Districts and Lighting & Landscape Districts approved through the annual budget process. The 18% increase in rates is included in the proposed FY2023-24 Parks, Recreation & Libraries 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 Service Agreement Second Amendment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal C - Maintain a safe and healthy community
Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Eric Dexter, Park, Recreation & Libraries Superintendent

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-291
Agreement Amendment

RESOLUTION NO. 23-291

APPROVING A SERVICE AGREEMENT SECOND AMENDMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WEST COAST ARBORISTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALFOF THE CITY OF ROSEVILLE

WHEREAS, a service agreement second amendment for tree pruning and tree maintenance services, by and between the City of Roseville and West Coast Arborists, Inc., has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**SECOND AMENDMENT TO
TREE PRUNING AND TREE MAINTENANCE SERVICES
SERVICE AGREEMENT**

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY”), and West Coast Arborists, Inc., a California corporation (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Service Agreement dated July 16, 2016, (“Agreement”), and amended on May 19, 2021, regarding tree pruning and tree maintenance services (“Project”); and

WHEREAS, CITY desires to amend the Agreement to replace Exhibit “C” to the Agreement (CONSULTANT’s Cost Proposal); and

WHEREAS, CONSULTANT is willing and able to provide such additional services.

NOW, THEREFORE, the parties agree as follows:

1. Exhibit “C” to the Agreement is hereby replaced with Exhibit “C” to this Second Amendment to Agreement, attached hereto and incorporated herein by reference, which reflects updated rates for fiscal year 2023-2024.
2. The original rates to the Agreement shall remain in effect for fiscal years 2024-2025 and 2025-2026.

3. All other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Second Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2023, and CONSULTANT has caused this Second Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

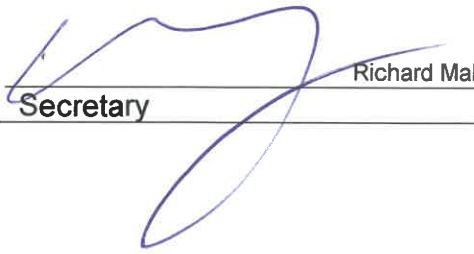
APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

WEST COAST ARBORISTS, INC., a
California corporation

BY:  _____ Patrick Mahoney
its: President

and

BY:  _____ Richard Mahoney
its: Secretary

(SIGNATURES CONTINUED ON NEXT PAGE)

APPROVED AS TO SUBSTANCE:

BY: 

JILL GELLER
Parks, Recreation & Libraries Director

EXHIBIT “C”



December 20, 2022

CITY OF ROSEVILLE
ATTN: MICHAEL-GEROLD NEUMANN
2005 HILLTOP CIRCLE
ROSEVILLE, CA 95747

RE: Tree Maintenance Services performed by WCA, Inc.

Dear Mr. Neumann,

As we approach the end of the current contract year, West Coast Arborists, Inc. would like to take this opportunity to convey our sincere gratitude to you and your staff for another successful year. Together, we have worked diligently to maintain the integrity, health and preservation of the community's urban forest.

The purpose of this letter is to express our interest in continuing with the agreement for an additional year with a slightly higher adjustment in cost. Over the last 24 months we have realized unexpected sharp increases to our operating costs including labor, fuel, recycling and insurance. These increases were certainly unforeseen and it appears as though many industries, including tree care services, have been affected. At this time, we respectfully request a cost adjustment of 18% applied to the current rates for FY23-24.

Effective Date:	July 01, 2023
Built-In Adjustment Requested:	18.00%
Region Area:	West - Class B/C

We appreciate your consideration in this matter and look forward to continuing our successful business relationship. Should you have any questions or require additional information, please do not hesitate to email me at vgonzalez@wcainc.com or call me at **(800) 521-3714**.

Sincerely,

Victor M. Gonzalez
Vice President, Business Development

West Coast Arborists, Inc.

2200 E. Via Burton · Anaheim, California 92806 · 714.991.1900 · 800.521.3714 · Fax 714.956.3745



Schedule of Compensation for Year 2023 - 2024

Tree Maintenance Services performed by WCA, Inc.

Item	Description	Unit	Proposed Prices
1	Grid Pruning	Each	\$91.70
2	Svc Rqst Pruning 0-6 DSH	Each	\$60.70
3	Svc Rqst Pruning 7-12 DSH	Each	\$147.45
4	Svc Rqst Pruning 13-24 DSH	Each	\$345.70
5	Svc Rqst Pruning 25-36 DSH	Each	\$593.50
6	Svc Rqst Pruning >36 DSH	Each	\$1,101.50
7	OS-NRS Pruning 0-6 DSH	Each	\$80.50
8	OS-NRS Pruning 7-12 DSH	Each	\$229.20
9	OS-NRS Pruning 13-24 DSH	Each	\$489.40
10	OS-NRS Pruning 25-36 DSH	Each	\$985.00
11	OS-NRS Pruning >36 DSH	Each	\$1,852.30
12	Tree & Stump Removal 0-24 DSH	Inch	\$45.85
13	Tree & Stump Removal >24 DSH	Inch	\$70.60
14	OS-NRS Tree & Stump Rmvl 0-24 DSH	Inch	\$86.75
15	OS-NRS Tree & Stump Rmvl >24 DSH	Inch	\$173.50
16	Tree Only Removal 0-24 DSH	Inch	\$27.25
17	Tree Only Removal >24 DSH	Inch	\$52.00
18	OS-NRS Tree Only Rmvl 0-24 DSH	Inch	\$68.00
19	OS-NRS Tree Only Rmvl >24 DSH	Inch	\$154.85
20	Stump Grinding	Inch	\$18.60
21	Plant 15 Gallon Tree	Each	\$241.60
22	Plant 24" Box Tree	Each	\$477.00
23	Plant 36" Box Tree	Each	\$1,486.80
24	Plant 48" Box Tree	Each	\$2,787.75
25	Plant 60" Box Tree	Each	\$6,071.00
26	Imidacloprid Soil Injection	Inch	\$4.95
27	Imidacloprid Stem Injection	Inch	\$8.65
28	Fungicide Application	Inch	\$6.20
29	Growth Regulator Application	Inch	\$6.20
30	Deep Fertilizer Application	Square Foot	\$3.70
31	Qualified Applicator (QAL)	Man Hour	\$117.70
32	Arborist Services	Man Hour	\$117.70
33	ISA Certified Arborist & TRAQ	Man Hour	\$117.70
34	ISA Certified Treeworker Climber	Man Hour	\$99.00



Schedule of Compensation for Year 2023 - 2024

Tree Maintenance Services performed by WCA, Inc.

Item	Description	Unit	Proposed Prices
35	Groundman	Man Hour	\$99.00
36	Project Manager/Supervisor	Man Hour	\$117.70
37	Specialty Equipment w/Operator	Hour	\$185.85
38	95' Crane w/Operator	Hour	\$185.85
39	Water Truck	Hour	\$62.00
40	Front Loader	Hour	\$62.00
41	Traffic Control Plan	Each	\$247.80
42	Crew Rental - per man	Man Hour	\$105.00
43	Emergency Crew Rental - per man	Man Hour	\$136.00

The proposed rates reflect a cost adjustment of 18% to help offset the sharp increase in operating costs over the last 24 months. If approved, the rates will be effective July 1, 2023 and valid for 12 months.



COUNCIL COMMUNICATION

CC #: 2806
File #: 0203-09

Title: Sludge Hauling - Sole Source Contract Purchase Agreement
Contact: Jason Fick 916-746-1940 jfick@roseville.ca.us

Meeting Date: 6/21/2023
Item #: 7.4.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a sole source contract purchase agreement (3002846) with Synagro-WWT Inc. to provide sludge hauling at the Pleasant Grove Wastewater Treatment Plant.

BACKGROUND

Environmental Utilities (EU) has constructed improvements at the Pleasant Grove Wastewater Treatment Plant (PGWWTP) that will enable production of Class B biosolids rather than dewatered undigested sludge that was previously produced. Currently the dewatered undigested sludge is hauled away and disposed of at the Western Regional Sanitary Landfill. The City currently has a contract with Synagro-WWT Inc. to haul away and beneficially use Class B biosolids produced at the City's Dry Creek Wastewater Treatment Plant (DCWWTP). This contract was approved for multiyear approvals and the final contract year will end in June 2024. EU staff proposes to enter into a single year sole source contract with Synagro Inc. for hauling away and beneficially using the Class B biosolids now being produced at PGWWTP. After this period, EU staff will advertise a new Request for Quotes (RFQ) for hauling and beneficial use of Class B biosolids generated from both PGWWTP and DCWWTP under one new contract. Having alignment of hauling biosolids from both plants under one contract will be beneficial for both pricing and contract management.

FISCAL IMPACT

Based on estimated biosolids production, the cost of service is approximately \$800,000 per year. Funding for the contract is included in the Wastewater Operations Fund in the proposed FY2023-24 budget.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is

no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

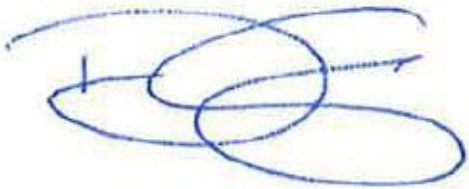
Goal E - Deliver exceptional city services

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jason Fick, Chief Plant Operator

Richard Plecker, Environmental Utilities Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, positioned above a horizontal line.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-285

CPA

RESOLUTION NO. 23-285

APPROVING A SOLE SOURCE CONTRACT PURCHASE AGREEMENT, BY AND
BETWEEN THE CITY OF ROSEVILLE AND SYNAGRO-WWT INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a sole source contract purchase agreement (3002846) for sludge hauling at the Pleasant Grove Wastewater Treatment Plant, between the City of Roseville and Synagro-WWT Inc., has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said sole source contract purchase agreement is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3002846

Supplier Details:

Company Synagro WWT Inc
Contact John Pugliaresi
Address 435 Williams Ct Ste 100

Baltimore, MD 21220

Submit your response to:

Company City of Roseville
Contact Sue Jessup
Address Purchasing Division
311 Vernon St
Roseville, CA 95678
Phone (916) 746-1107
Fax (916) 746-1115
E-mail SJessup@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - By owner

Partnership - Any general partner

Corporation - Two options:

(1) A signature from the President and the corporate seal; OR

(2) One signature from the Chairman of the Board, President, or any Vice President AND one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

***General Manager, Office Manager and/or Sales Manager are not corporate officer titles.** The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:

The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.



Contract Purchase Agreement 3002846

Agreement	3002846
Agreement Date	20-APR-2023
Change Order	2
Change Order Date	31-MAY-2023
Revision	1
Agreement Amount	800,000.00 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 **Synagro WWT Inc**
 435 Williams Ct Ste 100
 Baltimore, MD 21220

Phone: ()
Fax: ()
Email: JPugliaresi@SYNAGRO.com

Description of Labor, equipment and/or materials Vendor shall haul and dispose of wastewater sludge from the Pleasant Grove Wastewater Treatment Plant (PGWWTP) using Class B services on an as-needed basis.

All work must be quoted and approved in advance.

Start date: Executed Agreement
 End Date: 6/30/2024

Please contact Danika Spain in the Environmental Utilities Department at DMSpain@roseville.ca.us for questions regarding this agreement.

*Total agreement is an approximate value only. The City does not guarantee whatsoever the actual amount to be spent.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	15003	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
Sue Jessup Phone 1-916-746-1107					

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
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 for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:
 - (1) the minimum coverage and limits specified in this Agreement; or
 - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- d. Cancellation/Modification. Contractor shall provide 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 hereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

20. 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.
21. Relief for Force Majeure/Uncontrollable Circumstances; Change in Law
Neither Party shall be liable to the other Party for breach or for failure or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to: fires; floods; strikes (except any strikes involving a Party's personnel); a change in Federal, State, or local law or ordinance; orders or judgments of any Federal, State or local court, administrative agency or governmental body; change in permit conditions or requirements; accidents; extreme weather conditions including, for example, hurricanes, tornadoes, unusually high amounts of precipitation, unusual extremes of temperature or wind, or unusually extended periods of adverse weather conditions; acts of war, aggression or terrorism (foreign or domestic); riot, insurrection; equipment failure (other than due to the inadequate maintenance thereof); and acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a Party's reasonable control: (i) reasonably anticipated weather conditions normal for the region in which the work is performed or (ii) any failure to pay any sums in accordance with the terms of this Contract. Whenever the provisions of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay. Contractor shall promptly provide notice of the need, if any, for additional compensation or for renegotiation of terms in order to mitigate the effects of such event or to comply with a change in law or regulation or interpretation thereof. Contractor shall be entitled to additional time and compensation if such event delays performance into a season different from that assumed when this Contract was executed. Contractor and City shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances.
22. Waiver of Consequential and Punitive Damages
Neither party shall be liable for consequential or punitive damages on any claims arising out of the performance or non-performance of obligations under the Contract.

Contract Purchase Agreement 3002846

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. _____

Contractor License No. _____

DIR Registration No. _____

Check mark the applicable company type below:

☒ Corporation

_____ Limited Liability Company

_____ Partnership

_____ Sole Proprietor

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.

General T&C AB5

REV 5/3/18 JS

5/17/23 Negotiated terms between Synagro WWT Inc and City of Roseville 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: _____

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

Supplier	
Signature:	
Print Name:	Elizabeth Grant
Title:	Assistant Secretary

Supplier	
Signature:	
Print Name:	Emil Kneis
Title:	Sales Support Manager/ Authorized Signatory

City of Roseville, A Municipal Corporation	
Signature:	
Print Name:	Dominick Casey
Title:	City Manager

COMPENSATION

Description	Unit of Measure	Unit Price
Load, transport and land apply class b biosolids	Wet ton	\$78.00
Load, transport and dispose of non-conforming, non-compostable, non-hazardous biosolids	Wet ton	\$119.00

FUEL SURCHARGE

All Agreement Prices shall be adjusted monthly for a fuel surcharge ("Fuel Surcharge Adjustment") to reflect any increased change in diesel fuel prices, in accordance with the table below, if the cost of retail on-highway diesel fuel (Department of Energy, Energy Information Administration – California) is at, or exceeds, \$5.00 per gallon (Base Price).

The Fuel Surcharge Adjustment will be based on the following chart and the Retail On-Highway Diesel Price – _California low sulfur_ as published by the U.S. Department of Energy's Energy Information Administration for _California low sulfur_ and will be applied to the then current fixed or unit fee, as applicable. The Fuel Surcharge Adjustment will be no more than once a calendar month beginning with the second calendar month following the Commencement of Services and shall be adjusted as of the first day of each month. Fuel Surcharge Adjustment will then be applied as follows:

Diesel Price \$/Gallon - Note ¹	Fuel Surcharge Adjustment %
< \$(Base Price)	None
Base Price to Base Price plus \$.049	0.2 %
Base Price plus \$0.05 to Base Price plus \$0.099	0.4 %
Base Price plus \$0.10 to Base Price plus \$.149	0.6 %

For each \$0.05/gallon increase thereafter add 0.2%

EXAMPLE:

Base Price = \$5.01 / Gallon

Diesel Price \$/Gallon - Note ¹	Fuel Surcharge Adjustment %
≤ \$5.00 (Base Price)	None
\$5.01 - \$5.049	0.2 %
\$5.05 - \$5.099	0.4%
\$5.10 - \$5.149	0.6 %

Note 1 - Fuel Rate based on DOE EIA monthly retail on-highway diesel prices (\$5.00)



April, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Vendor:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more you must report to the City of Roseville your compliance with economic sanctions including steps you have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Sincerely,

DocuSigned by:
Shannon Wiest 4/25/2022
A3035680A19747F
Shannon Wiest
City of Roseville
Purchasing and Warehouse Manager

**UNANIMOUS WRITTEN CONSENT
OF THE DIRECTORS OF
SYNAGRO-WWT, INC.**

The undersigned, being the Directors of Synagro-WWT, Inc. a Maryland Corporation (the "Company"), for the purpose of taking action without meeting and waiving all notice requirements with respect thereto, hereby consents to, adopt and approve the following resolutions:

Appointment of Directors

RESOLVED, that the following individuals be and hereby is approved, adopted and ratified as an officer of the Company until his respective successor shall have been duly appointed and qualified:

Robert Preston

President

Enabling Resolutions

FURTHER, RESOLVED, that the officers of the Company be, and they hereby are, authorized to take, or cause to be taken, any and all actions which they may deem necessary or desirable in connection with effectuating the above resolutions; and

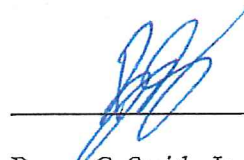
FURTHER, RESOLVED, that the actions of the officers of the Company previously taken in connection the above resolutions be, and they hereby are, in all respects authorized, ratified and confirmed as the acts and deeds of the Company.

FURTHER, RESOLVED, that the officers of the Company be, and hereby are, authorized to take, or cause to be taken any and all actions which they may deem necessary or desirable in connection with binding the Company.

IN WITNESS WHEREOF, the undersigned Directors has executed this Unanimous Written Consent effective as of March 19, 2018.



Al Slepian



Benny C. Smith, Jr.

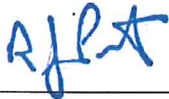
March 10, 2023

Delegation of Authority

Emil Kneis

I, **Robert Preston**, Director and President of Synagro Technologies, Inc. and all its affiliates and subsidiaries, hereby delegate to you, **Emil Kneis, Sales Support Manager**, authority to sign as an officer or as an authorized person binding bids, awarded contracts, contract renewals, contract extensions, bid bonds and performance bonds. Also, I delegate to you the authority to sign as an officer or as an authorized person any business-related applications and other agreements as necessary to provide uninterrupted service to current and new customers.

Such authority does not alter our internal approval processes. This delegation of authority is valid from the date of this letter until revoked by me.



Robert Preston
Director and President



**UNANIMOUS WRITTEN CONSENT
OF THE DIRECTORS OF
SYNAGRO – WWT, INC.**

The undersigned, being the Director of Synagro – WWT, Inc. a Maryland Corporation (the "Company"), for the purpose of taking action without meeting and waiving all notice requirements with respect thereto, hereby consents to, adopt and approve the following resolutions:

Appointment of Officers

RESOLVED, that the following individual be and hereby is approved, adopted, and ratified as an officer of the Company to serve as an officer and director of the Company until his respective successor shall have been duly appointed and qualified:

Alan Slepian

Director and Secretary

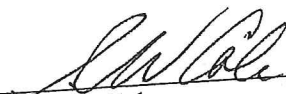
Enabling Resolutions

FURTHER, RESOLVED, that the officers of the Company be, and they hereby are, authorized to take, or cause to be taken, any and all actions which they may deem necessary or desirable in connection with effectuating the above resolutions; and

FURTHER, RESOLVED, that the actions of the officers of the Company previously taken in connection the above resolutions be, and they hereby are, in all respects authorized, ratified and confirmed as the acts and deeds of the Company.

FURTHER, RESOLVED, that the officers of the Company be, and hereby are, authorized to take, or cause to be taken any and all actions which they may deem necessary or desirable in connection with binding the Company.

IN WITNESS WHEREOF, the undersigned Director has executed this Unanimous Written Consent effective as of September 1, 2015.



Stephen W. Cole

**UNANIMOUS WRITTEN CONSENT
OF THE DIRECTORS OF
SYNAGRO-WWT, INC.**

The undersigned, being the Directors of Synagro-WWT, Inc. a Maryland Corporation (the "Company"), for the purpose of taking action without meeting and waiving all notice requirements with respect thereto, hereby consents to, adopt and approve the following resolutions:

Resignation of Officers

RESOLVED, that the resignations of Michelle Hamann and Daniel Neary as Assistant Secretaries and Michael Schwartz and William Lucas as Vice Presidents of the Company are hereby accepted effective October 26, 2018.

Appointment of Officers

RESOLVED, that the following individuals be and hereby is approved, adopted and ratified as an officer of the Company until his respective successor shall have been duly appointed and qualified:

Michael Fegan
Matthew Robertson
Elizabeth Grant

Chief Operating Officer
Chief Commercial Officer
Assistant Secretary

Enabling Resolutions

FURTHER, RESOLVED, that the officers of the Company be, and they hereby are, authorized to take, or cause to be taken, any and all actions which they may deem necessary or desirable in connection with effectuating the above resolutions; and

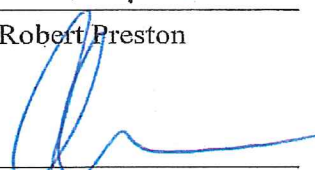
FURTHER, RESOLVED, that the actions of the officers of the Company previously taken in connection the above resolutions be, and they hereby are, in all respects authorized, ratified and confirmed as the acts and deeds of the Company.

FURTHER, RESOLVED, that the officers of the Company be, and hereby are, authorized to take, or cause to be taken any and all actions which they may deem necessary or desirable in connection with binding the Company.

IN WITNESS WHEREOF, the undersigned Directors have executed this Unanimous Written Consent effective as of October 20, 2018.



Robert Preston



Alan Slepian



Benny C. Smith, Jr.



COUNCIL COMMUNICATION

CC #: 2796
File #: 0721-05

Title: Dry Creek Greenway East Phase 1 Trail Project - Approval of Plans and Specifications and Authorization to Call for Bids
Contact: Cathy Gosalvez 916-746-1300 cgosalvez@roseville.ca.us

Meeting Date: 6/21/2023
Item #: 7.5.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the plans and specifications for the Dry Creek Greenway East Phase 1 Trail Project and authorize staff to call for bids.

BACKGROUND

The Dry Creek Greenway East trail project is a proposed paved multi-use trail along Dry, Cirby, and Linda Creeks from Darling Way/Riverside Avenue to the City limits at S. Cirby Way/Old Auburn Road. The project is identified as a proposed Class I bikeway in the City of Roseville General Plan and Bicycle Master Plan.

At their March 20, 2019 meeting, Council voted to approve the Dry Creek Greenway East trail project. This approval included certification of the Final Environmental Impact Report, pursuant to California Environmental Quality Act (CEQA) Guidelines.

The trail is expected to be constructed in two phases. Phase 1 of the project will construct approximately 2.4 miles of Class I trail from the existing Saugstad Park Trail at Darling Way to the existing Maidu Park Trail at Rocky Ridge Drive, and includes the following improvements:

- Connection to the existing Saugstad Park Trail at Darling Way
- Widening and undercrossing of Darling Way
- One bridge crossing of Dry Creek and one bridge crossing of Cirby Creek at the confluence of Dry and Cirby Creeks
- Undercrossing of I-80
- Connection to Eastwood Park
- Undercrossing of, and connection to, Sunrise Avenue
- One bridge crossing of Linda Creek near the confluence of Linda and Cirby Creeks
- At-grade crossing of Oak Ridge Drive to connection with existing Sierra Gardens Trail
- At-grade connection to the west side of Rocky Ridge Drive and the street-side trail connection to Maidu Park
- Parking lot at the trailhead on Riverside Avenue

Construction of Phase 1 is anticipated to begin in the fall of 2023 and be complete by the end of 2025. Construction plans and specifications for the project have been completed and are attached.

Public Outreach: Since 2008, the Dry Creek Greenway East Project has been driven by robust public participation and community input. There have been multiple community workshops/open houses, stakeholder representative group meetings, online surveys, project email and social media updates. Public Works staff will continue to work closely with Public Affairs & Communications staff to keep the community informed of the project's benefits, progress and trail impacts during the construction phase of the project. Residents and businesses will be updated about the project through a variety of methods including, but not limited to: signage, social media, web, and email notifications.

Maintenance Costs: Estimated maintenance costs for Phase 1 of the Dry Creek Greenway East Trail Project are included within the estimate for maintenance costs for the entire 4.25 mile trail (Phase 1 and 2), which are approximately \$55,000 per year. This estimate includes day-to-day maintenance efforts such as vegetation control, sweeping, sign repair, and trash removal. This estimate also includes an annualized cost for periodic trail resurfacing and stream bank stabilization efforts. The trail will be designed to minimize the potential erosive effects of nearby streams per the City's design and construction standards. This includes the use of concrete paving (instead of asphalt) and erosion control materials in higher risk areas as described in the EIR. Even so, we still expect periodic erosion to occur and that is why we are including in the above estimate an annualized cost of \$15,000 per year for stream bank stabilization. Staff proposes the use of the Local Transportation Fund's Transportation Development Act (TDA) resources to pay for maintenance.

FISCAL IMPACT

The engineer's estimate for construction is approximately \$16,927,000. The project is fully funded by federal, state and local sources: Solutions for Congested Corridors (SCCP), Active Transportation Program (ATP), Congestion Mitigation and Air Quality (CMAQ), and Local Transportation (LTF) Funds. General Fund resources will not be used for project construction or maintenance.

ENVIRONMENTAL REVIEW

Council approval of bid documents for the Dry Creek Greenway East Phase 1 Trail project is an action that is subject to CEQA. Project level CEQA compliance for the Dry Creek Greenway East project was accomplished with preparation of the Dry Creek Greenway East Trail Project Environmental Impact Report (EIR) (Adopted: March 20, 2019) (Draft EIR - SCH: 2014032087; Final EIR - SCH: 2013112042). Because the Dry Creek Greenway East project is consistent with the project evaluated in the Dry Creek Greenway East Trail Project Environmental Impact Report, no new effects would be expected to occur and all applicable mitigation measures from the Dry Creek Greenway East Trail Project Environmental Impact Report will be implemented. As such, no additional CEQA action is required at this time.

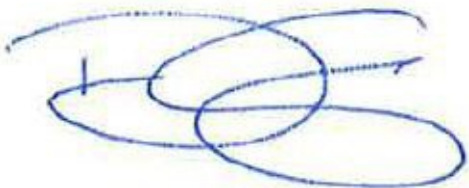
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

Respectfully Submitted,

Cathy Gosalvez, Associate Engineer

Jason Shykowski, Public Works Director

A handwritten signature in blue ink, consisting of several overlapping loops and a vertical stroke on the left side.

Dominick Casey, City Manager

ATTACHMENTS:

Description

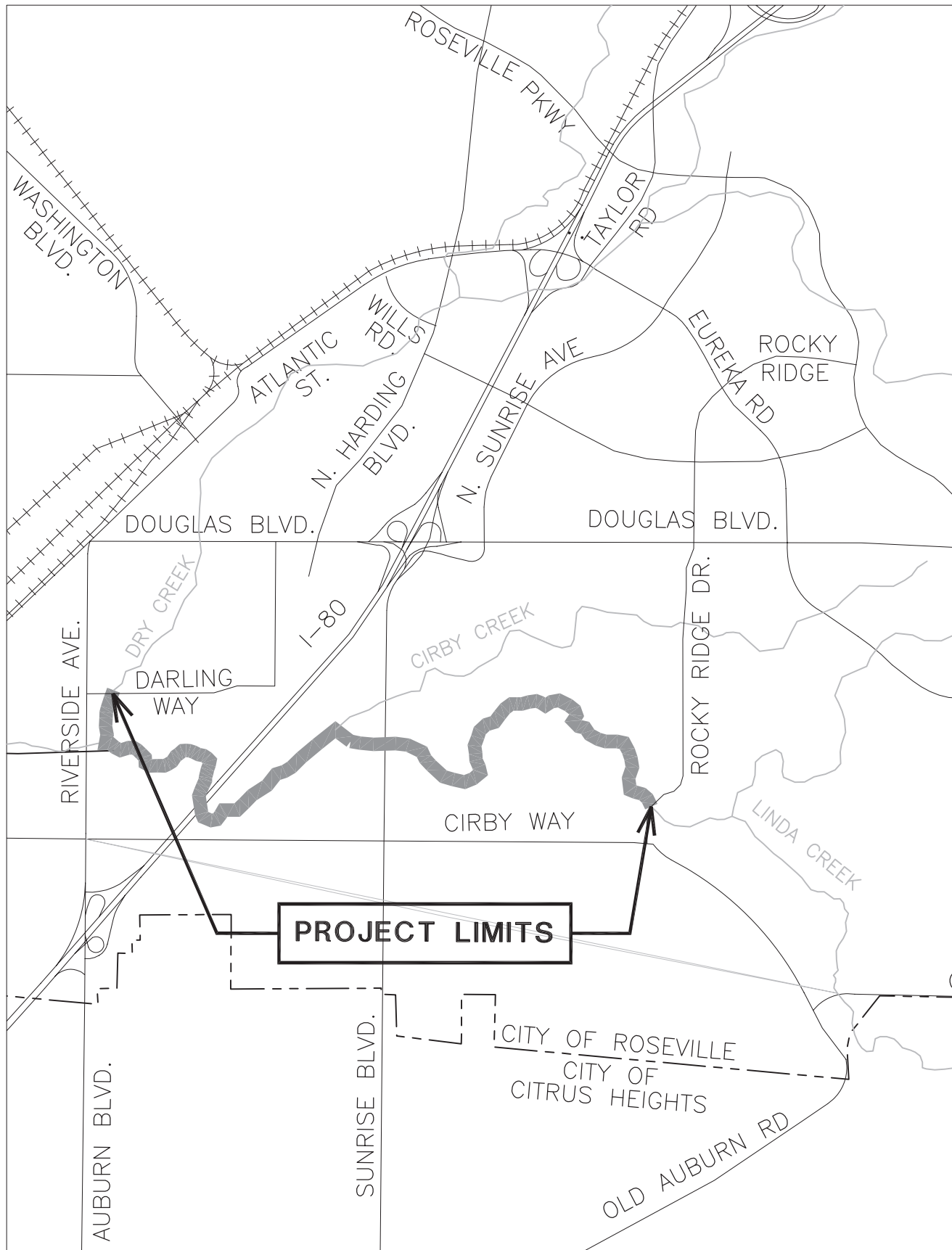
Location Map

DCGE Plans Pages 1-40

DCGE Plans Pages 41-80

DCGE Plans Pages 81-168

DCGE Project Manual

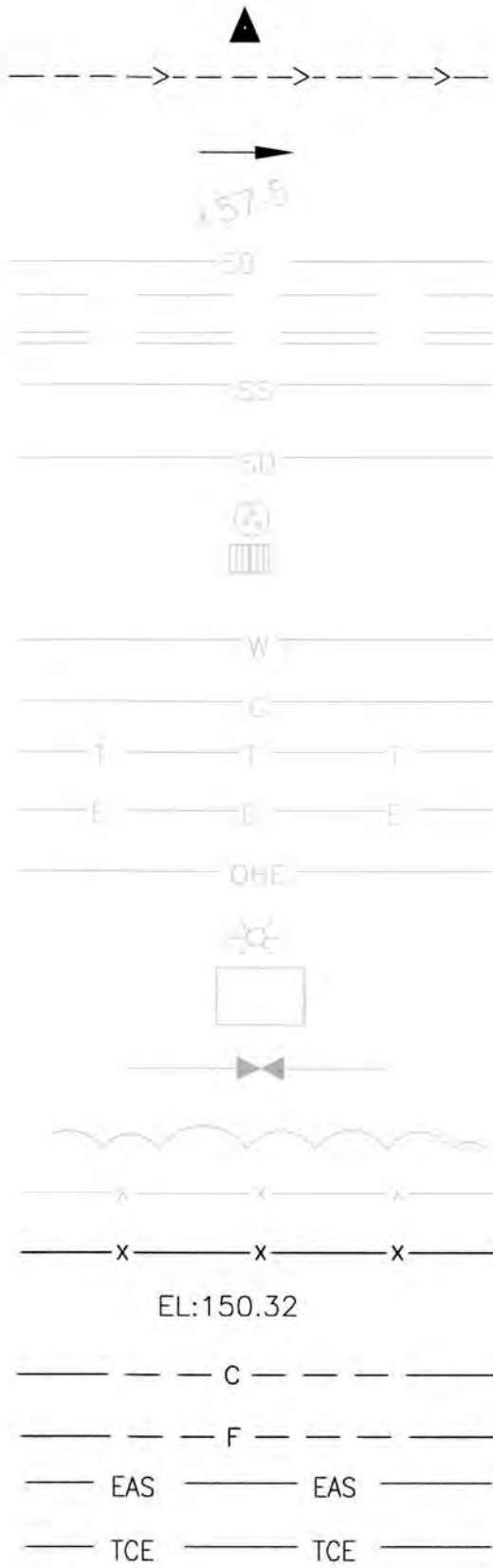


LOCATION MAP

NO SCALE

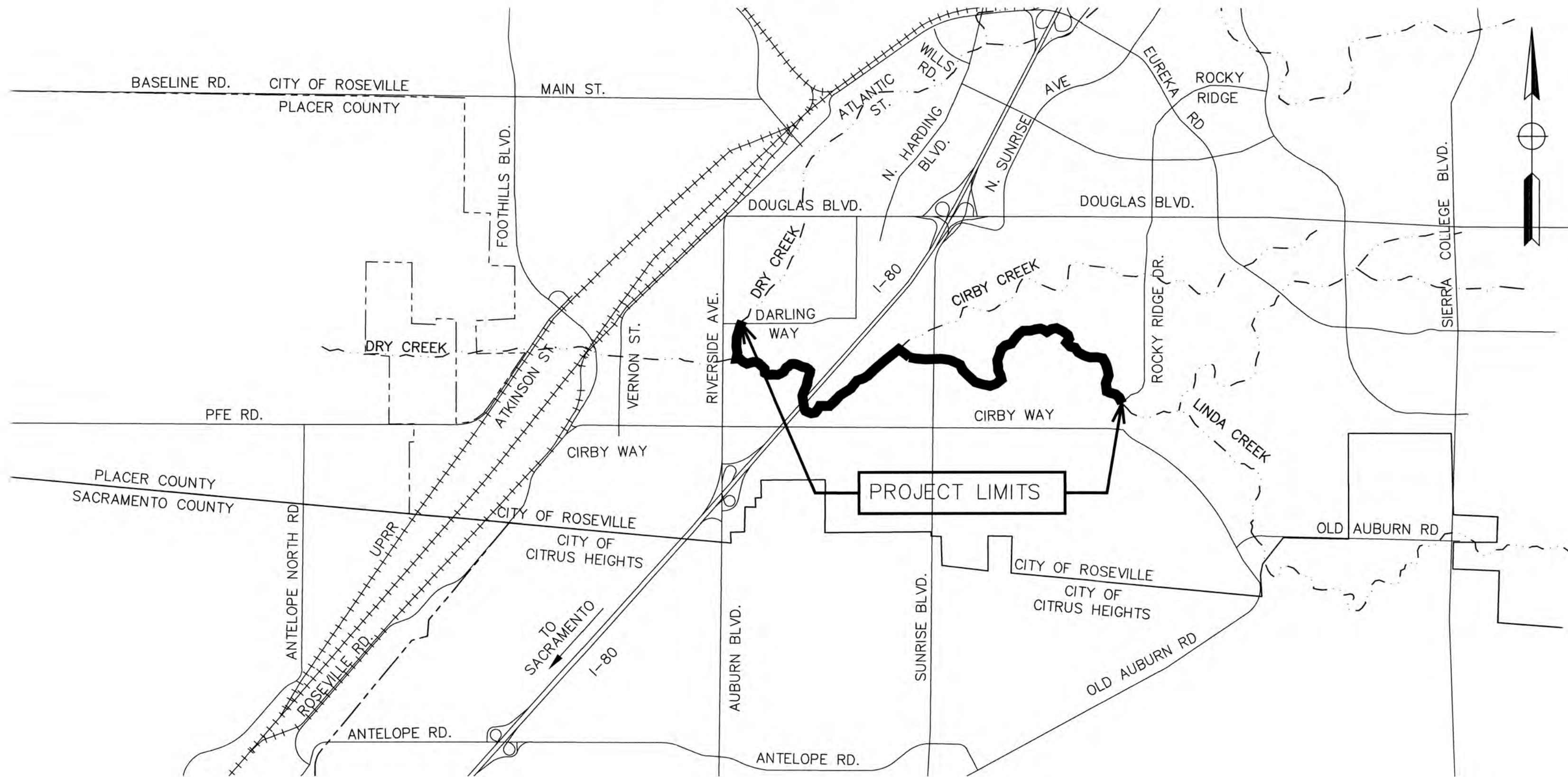
LEGEND

CONTROL POINT
DITCH FLOW LINE
DIRECTION OF CROSS SLOPE
EXISTING GROUND ELEVATION
EXISTING CONTOUR LINE & ELEVATION
EXISTING CURB & GUTTER
EXISTING SEWER LINE
EXISTING DRAIN LINE
EXISTING MANHOLE
EXISTING DRAIN INLET
EXISTING WATER LINE
EXISTING GAS LINE
EXISTING TELEPHONE LINE
EXISTING ELECTRICAL LINE
EXISTING OVERHEAD
EXISTING STREET LIGHT
EXISTING ELECTRICAL TRANSFORMER
EXISTING WATER VALVE
EXISTING TREES / SHRUBS
EXISTING FENCE
PROPOSED FENCE
PROPOSED ELEVATION
CUT DAYLIGHT LINE
FILL DAYLIGHT LINE
EASEMENT
TEMPORARY CONSTRUCTION EASEMENT



IMPROVEMENT PROJECT PLANS FOR DRY CREEK GREENWAY EAST PHASE 1 MULTI-USE TRAIL ALONG DRY, CIRBY AND LINDA CREEKS

CITY OF ROSEVILLE #400022
SWPPP WIDID #.....



LOCATION MAP
NOT TO SCALE

EARTHWORK QUANTITIES	
ROADWAY EXCAVATION (CY)	IMPORTED BORROW (CY)
7400	4560

UTILITY REPRESENTATIVES

CONTACT	UTILITY	AGENCY	PHONE
DAN PRUDEN	ENVIRONMENTAL UTILITIES, WASTEWATER	CITY OF ROSEVILLE	(916) 774-5750
SEAN BIGLEY	ENVIRONMENTAL UTILITIES, WATER	CITY OF ROSEVILLE	(916) 774-5750
JASON RIZZI	FIRE DEPARTMENT	CITY OF ROSEVILLE	(916) 774-5802
STEVE ABELIA	CABLE	COMCAST	(916) 830-6757
LARRY MONTGOMERY	CABLE & TELEPHONE	CONSOLIDATED COMMUNICATIONS	(916) 786-1217
SCOTT MCPHERREN	NATURAL GAS	PACIFIC GAS AND ELECTRIC	(916) 760-5737
ALEX SLABOSNITSKIY	TELECOMMUNICATIONS	WAVE BROADBAND	(916) 672-6853
ENGINEERING	DEVELOPMENT SERVICES, ENGINEERING	CITY OF ROSEVILLE	(916) 774-5339
JEFF WILCOX	ROSEVILLE ELECTRIC	CITY OF ROSEVILLE	(916) 746-1661
BRIAN WALKER	FLOOD MANAGEMENT, PUBLIC WORKS	CITY OF ROSEVILLE	(916) 746-1349

SHEET INDEX

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ABBREVIATIONS:

AGGREGATE BASE	AB
AGGREGATE SUBBASE	AS
ANGLE POINT	AP
ASPHALT CONCRETE	AC
BACK OF WALK	BOW
BEGIN HORIZONTAL CURVE	BC
BEGIN VERTICAL CURVE	BVC
CALTRANS STANDARD PLAN DETAIL	CTSPD
CAST IN PLACE	CIP
CHAIN LINK FENCE	CLF
CORRUGATED METAL PIPE	CMP
CURB, GUTTER AND SIDEWALK	C, G & SW
DIAMETER	DIA
DOUBLE	DBL
EASEMENT	EAS
EDGE OF SHOULDER	ES
END HORIZONTAL CURVE	EC
END VERTICAL CURVE	EVC
EDGE OF PAVEMENT	EP
ELEVATION	EL, Elev
EXISTING	(E)
EXISTING ASPHALT CONCRETE	ASPH
FLARED END SECTION	FES
GRADE TO DRAIN	GTD
HIGH POINT	HP
HOT MIX ASPHALT	HMA
INVERT	INV
LEFT	Lt
LOW POINT	LP
METAL BEAM GUARD RAILING	MBGR
MATCH EXISTING	ME
ORIGINAL GROUND	OG
POINT OF COMPOUND CURVE	PCC
POINT OF REVERSE CURVE	PRC
PORTLAND CEMENT CONCRETE	PCC
POWER POLE	PP
PROPERTY LINE	PL
PROFILE GRADE	PG
TEMPORARY CONSTRUCTION EASEMENT	TCE
ROCK SLOPE PROTECTION	RSP
RIGHT OF WAY	R/W
RETAINING WALL	RW
STATION	STA
STORM WATER POLLUTION PREVENTION PLAN	SWPPP
SUPERELEVATION	e
TEMPORARY HIGH VISIBILITY FENCE	THVF
RIGHT	RT
VERTICAL CURVE	VC
WATER SURFACE ELEVATION	WSE
METHYL METHACRYLATE TRAFFIC PAINT	MMA

CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS

APPROVAL RECOMMENDED BY:

STEFANIE KEMEN, P.E.
ENGINEERING MANAGER - RCE 72653
5/25/2023
DATE

APPROVED BY:

JASON SHYKOWSKI, P.E.
PUBLIC WORKS DIRECTOR - RCE 058234
5-25-23
DATE

SUBMITTED BY:

BRIAN G. WRIGHT, P.E.
RESPONSIBLE ENGINEER IN CHARGE - RCE C59331
PSOMAS
05/25/2023
DATE

REVISIONS

NO.	DESCRIPTION	DATE	BY

BENCH MARK

ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

CITY# 400022

SCALE

HORIZ. _____

VERT. _____



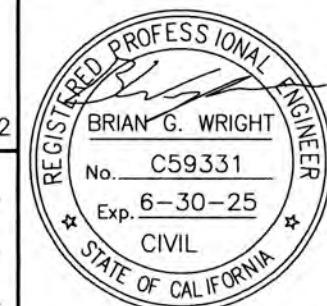
PSOMAS

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023

CHECKED BY: BRIAN WRIGHT DATE 05/2023

DRAWN BY: AMENAH ALKAWAZ DATE 05/2023



DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
TITLE SHEET

T-1

SHEET

1

OF

168

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL CONFORM TO THESE PLANS, THE CITY OF ROSEVILLE DESIGN AND CONSTRUCTION SPECIFICATIONS (LATEST EDITION), THE CITY OF ROSEVILLE DESIGN AND CONSTRUCTION STANDARDS, AND THE PROJECT SPECIAL PROVISIONS.
2. THE CITY OF ROSEVILLE IS A MEMBER OF THE UNDERGROUND SERVICE ALERT (U.S.A.) ONE-CALL SYSTEM. THE CONTRACTORS OR ANY SUBCONTRACTOR FOR THIS CONTRACT SHALL NOTIFY THE U.S.A. CENTER 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK BY CALLING 1-800-227-2600. EXCAVATION IS DEFINED AS BEING 18 OR MORE INCHES IN DEPTH BELOW THE EXISTING SURFACE.
3. THE CONTRACTOR SHALL MARK IN WHITE PAINT ALL AREAS TO BE EXCAVATED PRIOR TO CONTACTING U.S.A. ANY AREAS NOT MARKED WILL NOT BE SUBJECT TO U.S.A., AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE RESULTING FROM EXCAVATION.
4. THE CONTRACTOR SHALL EXPOSE AND VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION OF THE NEW IMPROVEMENTS CONNECTING TO OR IN THE VICINITY OF THE IMPROVEMENTS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS AND OTHER SURVEY MARKERS WITHIN THE CONSTRUCTION ZONE.
6. THE CONTRACTOR SHALL PLACE BOXED SURVEY MONUMENTS WITH 1-1/2" BRONZE HEAD SET IN CONCRETE (STD. DWG. ST-36) AT LOCATIONS TO BE DETERMINED BY THE ENGINEER.
7. AC SURFACE SHALL BE CUT TO A NEAT, STRAIGHT LINE PARALLEL OR PERPENDICULAR WITH THE STREET CENTERLINE AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION PRIOR TO PAVING. THE EXPOSED BASE MATERIAL SHALL BE GRADED, RECOMPACTED, AND RESEALED PRIOR TO PAVING.
8. ANY EXISTING CONCRETE SURFACE TO BE REMOVED SHALL BE SAW CUT TO A NEAT, STRAIGHT LINE.
9. CURB RAMPS CONFORMING TO ALL ADA AND TITLE 24 REQUIREMENTS SHALL BE PLACED AT ALL NEW STANDARD CURB RETURNS (STANDARD DRAWING ST-27) AND STANDARD TYPE A-7 DRIVEWAYS. WHERE EXISTING RAMPS DO NOT MEET CURRENT ADA AND TITLE 24 REQUIREMENTS, THE RAMPS SHALL BE UPGRADED IN CONFORMANCE WITH MINIMUM TITLE 24 REQUIREMENTS. WHERE EXISTING RAMPS DO NOT INCLUDE DETECTABLE WARNING PANELS (TRUNCATED DOMES), PANELS SHALL BE RETROFITTED PER THE CONSTRUCTION STANDARDS.
10. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN THAT SHALL BE ACCEPTED BY THE ENGINEERING DIVISION OF PUBLIC WORKS BEFORE START OF WORK IN RIGHT-OF-WAY AND SHALL BE IN ACCORDANCE WITH CALIFORNIA MUTCD LATEST EDITION. AT LEAST ONE LANE IN EACH DIRECTION SHALL REMAIN OPEN TO TRAFFIC UNLESS OTHERWISE SHOWN ON THE PLANS. TRAFFIC CONTROL HOURS ARE SUBJECT TO LIMITATION BY THE CITY. TRAFFIC CONTROL WITH LANE CLOSURES THAT AFFECT TRAFFIC FLOW MAY REQUIRE NIGHT WORK. IF, AS A PART OF TRAFFIC CONTROL MEASURES, A ROADWAY CLOSURE HAS BEEN APPROVED, THE CONTRACTOR SHALL NOTIFY DEVELOPMENT SERVICES CONSTRUCTION INSPECTOR 72 HOURS IN ADVANCE OF SETTING UP THIS CLOSURE.
11. DRAIN INLETS NOT WITHIN A PAVED AREA SHALL HAVE A 12" WIDE COLLAR OF 6" THICK P.C.C. OR 2" THICK AC
12. ALL UNDERGROUND UTILITIES WITHIN EXISTING OR PROPOSED CITY OF ROSEVILLE EASEMENTS SHALL REQUIRE A MINIMUM OF 90% COMPACTION ON THE TRENCH BACKFILL. COMPACTION OF BACKFILL BY JETTING IS NOT PERMITTED IN CITY OF ROSEVILLE RIGHT OF WAY AREAS OR WITHIN DEDICATED RECLAIMED WATER, STORM, SEWER OR WATER EASEMENTS AND MAINS.
13. PRIOR TO EXCAVATION OF TRENCHES 5 FEET OR DEEPER, THE CONTRACTOR SHALL SUBMIT TO THE PUBLIC WORKS DEPARTMENT OR ENVIRONMENTAL UTILITIES DEPARTMENT INSPECTOR A COPY OF THE COMPANY'S ANNUAL CAL/OSHA TRENCHING PERMIT AND A COPY OF THE COMPANY'S LETTER INFORMING CAL/OSHA OF THE TIME THE TRENCHING IS COMMENCING AND THE LOCATION OF THE WORK.
14. ALL PAINTED TRAFFIC STRIPES, ARROWS, AND PAVEMENT MARKINGS ON ROADWAYS SHALL BE CONSTRUCTED WITH THERMOPLASTIC MATERIAL TO THE SPECIFICATIONS SET FORTH IN CHAPTER 3 OF THE CALIFORNIA MUTCD LATEST EDITION. NON-REFLECTIVE PAVEMENT MARKERS SHALL CONSIST OF CERAMIC MARKERS ONLY CONFORMING TO CHAPTER 3 OF THE CALIFORNIA MUTCD LATEST EDITION.
15. THE CONTRACTOR SHALL TAKE EXTREME CARE TO PROTECT EXISTING SITE AND ADJACENT IMPROVEMENTS FROM DAMAGE. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR OR MAKE REPLACEMENT OF ALL CRACKED AND OTHERWISE PRE-EXISTING DAMAGED PUBLIC IMPROVEMENTS ALONG THE FRONTAGE OF THE PROJECT SITE AND ANY DAMAGE RESULTING FROM CONSTRUCTION TO CURRENT CITY STANDARDS AND AT THEIR OWN EXPENSE. THE EXTENT OF THE REPAIRS SHALL BE DETERMINED BY THE PUBLIC WORKS INSPECTOR AND SHALL BE COMPLETED PRIOR TO THE CITY ACCEPTANCE OF THE IMPROVEMENTS.
16. WHERE COMBINATIONS OF SIDEWALK OR CURB AND GUTTER ARE POURED CONTIGUOUS TO EXISTING, ALL ADJOINING EXISTING CONCRETE VERTICAL FACES SHALL BE DOWELED. ALL ABUTTING SIDEWALK ENDS SHALL BE DOWELED MID-SECTION VERTICALLY WITH TWO DOWELS FOR FOUR THROUGH SIX-FOOT WIDE SIDEWALK AND THREE DOWELS FOR WIDER SIDEWALK. ABUTTING CURB AND GUTTER ENDS SHALL BE DOWELED TWICE, 18 INCHES APART AT GUTTER PAN MID-SECTION. DOWEL CONNECTIONS OF LONGITUDINAL RUNS OF SIDEWALK TO BACK OF CURB SHALL BE THREE FEET ON CENTER. ALL DOWELS SHALL BE 16 INCHES LONG, GRADE 60; #4 REBAR PENETRATING FOUR INCHES. THE DOWEL HOLE SHALL BE 5/8-INCH DIAMETER AT A SLIGHT HORIZONTAL ANGLE FROM PERPENDICULAR. THE PENETRATING PORTION OF THE DOWEL AND THE ENTIRE (CLEANED) VERTICAL SURFACE OF THE ADJOINING, EXISTING CONCRETE SHALL BE THOROUGHLY COATED WITH STATE STANDARD TWO-PART EPOXY.
17. 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.
18. UTILITIES LOCATIONS ARE TAKEN FROM CITY AS-BUILT DRAWINGS AND FIELD REVIEWS. LOCATIONS OF THE GROUND FEATURES (MH, VALVES, ETC.) ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED BY THE CONTRACTOR.
19. CONTRACTOR TO FOLLOW ALL MITIGATION MEASURES AS SPECIFIED IN THE DCGE TRAIL PROJECT EIR AND PERMITS OBTAINED FOR THE PROJECT. SEE SPECIFICATIONS FOR LIST OF APPROVED PERMITS.

STANDARD GENERAL NOTES:

1. THE CONTRACTOR AGREES THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXEMPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF ENGINEER.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL PERMITS NECESSARY TO PERFORM THE WORK SHOWN ON THESE PLANS FROM THE APPROPRIATE AGENCIES. REFER TO THE SPECIAL PROVISIONS FOR PERMITS NEEDED.
3. THE CONTRACTOR SHALL POST EMERGENCY TELEPHONE NUMBERS FOR POLICE, FIRE, AMBULANCE, AND THOSE AGENCIES RESPONSIBLE FOR MAINTENANCE OF UTILITIES IN THE VICINITY OF THE JOB SITE.
4. IF ARCHEOLOGICAL MATERIALS ARE UNCOVERED DURING GRADING, TRENCHING OR OTHER EXCAVATION, Earthwork within 100 feet of these materials shall be STOPPED IN ACCORDANCE WITH SECTION 21-2E OF THE CITY OF ROSEVILLE CONSTRUCTION STANDARDS UNTIL A PROFESSIONAL ARCHEOLOGIST WHO IS CERTIFIED BY THE SOCIETY OF CALIFORNIA ARCHEOLOGY (SCA) AND/OR THE SOCIETY OF PROFESSIONAL ARCHEOLOGY (SOPA) HAS HAD AN OPPORTUNITY TO EVALUATE THE SIGNIFICANCE OF THE FIND AND SUGGEST APPROPRIATE MITIGATION MEASURES, IF THEY ARE DEEMED NECESSARY.

GRADING NOTES:

1. GRADING SHALL CONFORM TO APPENDIX CHAPTER 33 UBC, LATEST EDITION, AND TO THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEERING REPORT BY CRAWFORD & ASSOCIATES, INC. DATED APRIL 2021 (CALinc FILE NO. 20-619.1, ENGINEERING DIVISION FILE NO. 308-992)
2. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED AS SPECIFIED IN THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) FOR THIS PROJECT OR AS DETERMINED BY THE CITY INSPECTOR. THE SWPPP IS CONSIDERED A DYNAMIC DOCUMENT AND WILL CHANGE AS CONDITIONS WARRANT. PERMANENT EROSION AND SEDIMENT CONTROL MEASURES WILL BE CONSTRUCTED AS SHOWN ON THE SWPPP PLAN.
3. LOTS SHALL BE GRADED WITH A CONSTANT SLOPE ALONG THE FRONTAGE OF THE RIGHT-OF-WAY, FROM BUILDING SETBACK LINE TO BACK OF SIDEWALK. ALL TEMPORARY AND PERMANENT SLOPES STEEPER THAN 4:1 ALONG THIS FRONTAGE SHALL HAVE EROSION NETTING INSTALLED.
4. ALL REAR LOT CORNER ELEVATIONS SHALL BE EQUAL TO OR GREATER THAN THE HIGHEST ADJACENT PAD GRADE UNLESS SPECIFICALLY SHOWN ON THESE PLANS AND APPROVED BY ENGINEERING DIVISION.
5. NON-POTABLE WATER SHALL BE SPRAYED ON ALL EXPOSED EARTH SURFACES DURING CLEARING GRADING, EARTH MOVING, AND OTHER SITE PREPARATION ACTIVITIES. THE EXPOSED EARTH SHALL BE WATERED THROUGHOUT THE DAY TO MINIMIZE DUST.
6. TARP/AULINS OR OTHER EFFECTIVE COVERS SHALL BE USED ON ALL STOCKPILED EARTH MATERIAL AND ON HAUL TRUCKS TO MINIMIZE DUST.
7. THE CITY SHALL HAVE THE AUTHORITY TO STOP ALL GRADING OPERATIONS, IF, IN OPINION OF CITY STAFF, INADEQUATE DUST CONTROL MEASURES ARE BEING PRACTICED OR EXCESSIVE WIND CONDITIONS CONTRIBUTE TO FUGITIVE DUST EMISSIONS.
8. ADJACENT STREET FRONTAGES SHALL BE SWEEPED AT LEAST ONCE A DAY TO REMOVE SILT AND OTHER DIRT WHICH IS EVIDENT FROM CONSTRUCTION ACTIVITIES. REFER TO SCHEDULES WITHIN SWPPP.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING CONSTRUCTION VEHICLES LEAVING THE SITE ON A DAILY BASIS TO PREVENT DUST, SILT AND DIRT FROM BEING RELEASED OR TRACKED OFFSITE. REFER TO SWPPP FOR SPECIFIC REQUIREMENTS.
10. CONSTRUCTION SHALL STOP IF CULTURAL RESOURCES ARE SUSPECTED. IT IS POSSIBLE THAT PREVIOUS ACTIVITIES HAVE OBSCURED SURFACE EVIDENCE OF CULTURAL RESOURCES. IF SIGNS OF AN ARCHEOLOGICAL SITE, SUCH AS ANY UNUSUAL AMOUNTS OF STONE, BONE, OR SHELL, ARE UNCOVERED DURING GRADING OR OTHER CONSTRUCTION ACTIVITIES, WORK SHALL BE HALTED WITHIN 100 FEET OF THE FIND AND THE ROSEVILLE COMMUNITY DEVELOPMENT DEPARTMENT SHALL BE NOTIFIED. A QUALIFIED ARCHEOLOGIST SHALL BE CONSULTED FOR AN ON-SITE EVALUATION. THE ARCHEOLOGIST MAY REQUIRE ADDITIONAL MITIGATION.
11. SHOULD GRADING OPERATIONS UNCOVER HAZARDOUS MATERIALS, OR WHAT APPEARS TO BE HAZARDOUS MATERIALS, THE FIRE DEPARTMENT SHALL BE CONTACTED IMMEDIATELY AT (916) 774-5820. THE AREA, WHICH CONTAINS THE HAZARDOUS MATERIALS, SHALL BE MARKED OFF UNTIL AN INVESTIGATION BY A MEMBER OF THE FIRE DEPARTMENT IS CONDUCTED.
12. GRADES SHOWN OUTSIDE OF THE PUBLIC RIGHT OF WAY WITHIN THE APPROVED GRADING PLAN ARE SUBJECT TO FURTHER REVIEW AND MODIFICATION BY THE BUILDING DIVISION FOR COMPLIANCE WITH THE UNIFORM BUILDING CODE AND STATE OF CALIFORNIA TITLE 24 HANDICAP ACCESSIBILITY REQUIREMENTS.
13. THE CONTRACTOR/DEVELOPER IS EXPECTED TO COMPLY WITH THE FUGITIVE DUST CONTROL REQUIREMENTS FROM THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT: WWW.PLACER.CA.GOV/APCD
14. CONTAMINATED SOIL - DEVELOPER AGREES TO PROPERLY ADHERE TO ALL THEN CURRENT STATE AND FEDERAL REQUIREMENTS WHEN ANY EVIDENCE OF TOXIC, HAZARDOUS OR CONTAMINATED SOILS ARE ENCOUNTERED DURING ANY AND ALL EXCAVATION OR GRADING OPERATIONS, AND TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OR ROSEVILLE, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL LIABILITY, COSTS, CLAIMS, FEES, FINES, PENALTIES AND CLAIMS OF OR DAMAGE OF ANY TYPE WHATSOEVER. EXTRA COSTS FOR REMEDIATION AND/OR REMOVAL OF SOIL SHALL BE BOURN SOLELY BY THE DEVELOPER. THE PARTIES INTEND THAT THIS PROVISION BE BROADLY CONSTRUED.

EROSION/SEDIMENT CONTROL NOTES:

1. THE PROJECT STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IS INCORPORATED BY REFERENCE INTO THIS SET OF PLANS. THE SWPPP IS CONSIDERED A DYNAMIC DOCUMENT AND WILL CHANGE AS CONDITIONS WARRANT. PERMANENT EROSION AND SEDIMENT CONTROL MEASURES WILL BE CONSTRUCTED AS SHOWN ON THESE PLANS.
2. A COPY OF THE SWPPP SHALL BE KEPT AND AVAILABLE AT THE PROJECT SITE AT ALL TIMES.
3. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED AS SPECIFIED IN THE SWPPP AND/OR AS DIRECTED BY CITY INSPECTOR.
4. NO GRADING OR TRENCHING, EXCEPT AS REQUIRED FOR EROSION OR SEDIMENT CONTROL, SHALL OCCUR WITHIN 35 FEET FROM THE CENTERLINE OF PERENNIAL AND INTERMITTENT DRAINAGE SWALES BETWEEN OCTOBER 15 AND APRIL 15 EXCEPT AS APPROVED BY THE DEPARTMENT OF FISH AND GAME.
5. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED IN ACCORDANCE WITH THE SWPPP.
6. THE CONTRACTOR SHALL ESTABLISH A SPECIFIC SITE WITHIN THE DEVELOPMENT FOR MAINTENANCE AND STORAGE OF EQUIPMENT OR ANY OTHER ACTIVITY THAT MAY ADVERSELY CONTRIBUTE TO THE WATER QUALITY OF THE RUNOFF IN ACCORDANCE WITH THE SWPPP.

STRIPING NOTES:

1. CONTRACTOR SHALL REMOVE ALL EXISTING NON-CONFORMING STRIPING (BY GRINDING) AND PAVEMENT MARKERS AND ALL EXISTING STRIPING THAT CONFLICTS WITH THE PROPOSED STRIPING. REMOVAL SHALL INCLUDE ALL TEMPORARY TRAFFIC STRIPES AND MARKINGS.
2. ALL PERMANENT PAINTED TRAFFIC STRIPES, ARROWS, AND PAVEMENT MARKINGS SHALL BE CONSTRUCTED WITH THERMOPLASTIC MATERIAL TO THE SPECIFICATIONS SET FORTH IN CHAPTER 3 OF THE LATEST EDITION OF THE CALIFORNIA MUTCD. NON-REFLECTIVE PAVEMENT MARKERS SHALL CONSIST OF CERAMIC MARKERS ONLY CONFORMING TO CHAPTER 3 OF THE LATEST EDITION OF THE CALIFORNIA MUTCD. THERMOPLASTIC MATERIAL SHALL BE APPLIED ONLY WHEN THE PAVEMENT SURFACE TEMPERATURE IS ABOVE 60 DEGREES FAHRENHEIT.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING ALL CONSTRUCTION SIGNING AND STRIPING AS REQUIRED BY THE MUTCD AND MUTCD CALIFORNIA SUPPLEMENT TO DELINEATE CONSTRUCTION HAZARDS AT HIS/HER EXPENSE.
4. ALL STRIPING ON TRAILS IS TO BE PAINT.

TREE PRESERVATION NOTES

1. GRADING AROUND TREES IS TO BE LIMITED TO OUTSIDE THE DRIPLINE. ANY TREE WELL GRADED SHOULD BE DRAINED TO SOME OUTFALL OR SWALE.
2. THE FOLLOWING CONDITIONS SHALL APPLY TO ENSURE THE PRESERVATION OF TREES:
 - 2.1. EACH TREE OR GROUP OF TREES TO BE SAVED SHALL BE FENCED BY A CHAIN-LINK FENCE OR TEMPORARY FENCE DESIGNATED IN THE SPECIFICATION PRIOR TO ANY GRADING OR MOVEMENT OF HEAVY EQUIPMENT OR ISSUANCE OF ANY PERMITS.
 - 2.2. FENCING SHALL BE LOCATED ONE FOOT (1') OUTSIDE THE DRIPLINE OF THE TREE OR TREES.
 - 2.3. SIGNS SHALL BE POSTED ON ALL SIDES OF SAID FENCES STATING:

WARNING:
THIS FENCE SHALL NOT BE REMOVED
OR RELOCATED WITHOUT WRITTEN
AUTHORIZATION FROM THE
PLANNING DEPARTMENT
3. THE GRADING PLAN FOR THE PROJECT HAS BEEN DESIGNED FOR NO GRADING TO OCCUR WITHIN THE DRIPLINE OF ANY OAK TREE UNLESS SPECIFICALLY APPROVED BY PLANNING DEPARTMENT AND SHOWN ON THESE PLANS. NO GRADES SHALL BE MODIFIED WITHOUT THE APPROVAL OF THE CIVIL ENGINEER AND THE CITY OF ROSEVILLE.
4. NO TRENCHING SHALL OCCUR BENEATH THE DRIPLINE OF ANY OAK TREE TO BE SAVED UNLESS STATED ON THESE PLANS "TRENCHING UNDER THIS TREE IS APPROVED".
5. PARKING OF VEHICLES AND EQUIPMENT OR STORAGE OF MATERIALS UNDER THE DRIPLINE OF TREES SHALL NOT OCCUR AT ANY TIME.

CITY OF ROSEVILLE STANDARD DETAILS

BK-2	CLASS 1 BIKEWAY STRIPING DETAILS
BK-5	BIKE TRAIL STENCIL
DR-1	DROP INLET TYPE "c"
DR-3	DROP INLET TYPE "f"
DR-4	STANDARD PRECAST MANHOLE (DRAINAGE)
DR-12	HEADWALL
DR-13	PIPE INLET STRUCTURE
DR-15	INLET TRASH RACK 33" PIPE OR LARGER
DR-16	TRASH RACK
SS-2	SEWER MANHOLE STANDARD 48 INCH
SS-4	SEWER SERVICE
SS-5	SEWER SERVICE CLEANOUT
ST-17	TYPE 1 AND 2 CURB AND GUTTER WITH SIDEWALK
ST-18	BARRIER CURBS AND VALLEY GUTTERS
ST-20	"TYPE S" DRIVEWAY APRON
ST-22	"TYPE A-7" DRIVEWAY
ST-38	BOLLARD

CITY OF ROSEVILLE STANDARD DETAILS CONT.

ST-51	6' HIGH TUBULAR STEEL VIEW FENCE
TB-1	UTILITY TRENCH PAVING BACKFILL AND EMBEDMENT
W-7	COMMERCIAL/IRRIGATION 1½" & 2" SERVICE LINE
W-13	FIRE HYDRANT ASSEMBLY

CALTRANS 2015 STANDARD PLANS

A20A	PAVEMENT MARKERS AND TRAFFIC LINES
A20B (RSP)	PAVEMENT MARKERS AND TRAFFIC LINES
A20D (RSP)	PAVEMENT MARKERS AND TRAFFIC LINES
A24C	PAVEMENT MARKINGS SYMBOLS AND NUMERALS
A76A	CONCRETE BARRIER TYPE 60M
B11-47 (RSP)	CABLE RAILING
D75B	CONCRETE PIPE INLETS

AIR QUALITY NOTES:

1. CONSTRUCTION EQUIPMENT EXHAUST EMISSIONS SHALL NOT EXCEED PLACER COUNTY APCD RULE 202 VISIBLE EMISSION LIMITATIONS. OPERATORS OF VEHICLES AND EQUIPMENT FOUND TO EXCEED OPACITY LIMITS ARE TO BE IMMEDIATELY NOTIFIED BY APCD TO CEASE OPERATIONS AND THE EQUIPMENT MUST BE REPAIRED WITHIN 72 HOURS. (BASED ON APCD RULE 202)
2. THE CONTRACTOR SHALL SUSPEND ALL GRADING OPERATIONS WHEN FUGITIVE DUST EXCEEDS PLACER COUNTY APCD RULE 228 (FUGITIVE DUST) LIMITATIONS. THE PRIME CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING AN INDIVIDUAL WHO IS CARB-CERTIFIED TO PERFORM VISIBLE EMISSIONS EVALUATIONS (VEE). THIS INDIVIDUAL SHALL EVALUATE COMPLIANCE WITH RULE 228 ON A WEEKLY BASIS. IT IS TO BE NOTED THAT FUGITIVE DUST IS NOT TO EXCEED 40% OPACITY AND NOT GO BEYOND THE PROPERTY BOUNDARY AT ANY TIME. LIME OR OTHER DRYING AGENTS UTILIZED TO DRY OUT WET GRADING AREAS SHALL NOT EXCEED PLACER COUNTY APCD RULE 228 FUGITIVE DUST LIMITATIONS. OPERATORS OF VEHICLES AND EQUIPMENT FOUND TO EXCEED OPACITY LIMITS WILL BE NOTIFIED BY APCD AND THE EQUIPMENT MUST BE REPAIRED WITHIN 72 HOURS. ALL PROJECTS IN EXCESS OF 5 ACRES SHALL HAVE AN APPROVED DUST CONTROL PLAN FROM THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT. (BASED ON APCD RULE 228)
3. DURING CONSTRUCTION, TRAFFIC SPEEDS ON ALL UNPAVED SURFACES SHALL BE LIMITED TO 15 MILES PER HOUR OR LESS. (BASED ON APCD RULE 228 / SECTION 401.2)
4. DURING CONSTRUCTION, NO OPEN BURNING OF REMOVED VEGETATION SHALL BE ALLOWED UNLESS PERMITTED BY THE PCAPCD. ALL REMOVED VEGETATIVE MATERIAL SHALL BE EITHER CHIPPED ON SITE OR TAKEN TO AN APPROPRIATE RECYCLING SITE, OR IF A SITE IS NOT AVAILABLE, A LICENSED DISPOSAL SITE. (BASED ON APCD RULE 310)
5. A PERSON SHALL NOT DISCHARGE INTO THE ATMOSPHERE VOLATILE ORGANIC COMPOUNDS (VOC'S) CAUSED BY THE USE OR MANUFACTURE OF CUTBACK OR EMULSIFIED ASPHALTS FOR PAVING, ROAD CONSTRUCTION OR ROAD MAINTENANCE, UNLESS SUCH MANUFACTURE OR USE COMPLIES WITH THE PROVISIONS RULE 217. (BASED ON APCD RULE 217).
6. PROCESSES THAT DISCHARGE 2 POUNDS PER DAY OR MORE OF AIR CONTAMINANTS, AS DEFINED BY HEALTH AND SAFETY CODE SECTION 39013, TO THE ATMOSPHERE MAY REQUIRE A PERMIT. PERMITS MAY BE REQUIRED FOR BOTH CONSTRUCTION AND OPERATION. DEVELOPERS/CONTRACTORS SHOULD CONTACT THE DISTRICT PRIOR TO CONSTRUCTION AND OBTAIN ANY NECESSARY PERMITS PRIOR TO THE ISSUANCE OF A BUILDING PERMIT. (BASED ON THE CALIFORNIA HEALTH & SAFETY CODE SECTION 39013)

DESIGN CRITERIA:

DESIGN SPEED	25 MPH
MINIMUM GRADE	N/A FT
MAXIMUM GRADE	5%
CROSS SLOPE MAX	2%
WIDTH	10ft TRAIL WITH 2ft SHOULDERS, TYP

REVISIONS NO. DESCRIPTION DATE BY				BENCH MARK ELEV. SEE NOTES THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.		FIELD BOOK SCALE HORIZ. _____ VERT. _____		CITY# 400022 		P S O M A S 1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122 DESIGNED BY: CHERYL SPATZ DATE: 05/2023 CHECKED BY: BRIAN WRIGHT DATE: 05/2023 DRAWN BY: AMENAH ALKAWAZ DATE: 05/2023				DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT GENERAL NOTES				SHEET 2 OF 168	
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GENERAL NOTES:

FIRE DEPARTMENT NOTES

1. AN APPROVED PROJECT SIGN SHALL BE PLACED AT VEHICLE ACCESS POINTS INTO THE PROJECT DURING CONSTRUCTION TO ASSIST EMERGENCY RESPONDERS. THE SIGN SHALL IDENTIFY THE ADDRESS, AS APPROVED BY THE CITY OF ROSEVILLE. SUCH SIGNS SHALL BE CLEARLY VISIBLE AND LEGIBLE FROM THE STREET FRONTING THE PROJECT.

2. PRIOR TO COMBUSTIBLE MATERIALS BEING BROUGHT TO THE SITE, FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED TO WITHIN 150 FEET OF ALL STRUCTURES AND COMBUSTIBLE STORAGE PILES. FIRE APPARATUS ACCESS ROADS SHALL BE FULLY PAVED AND SHALL BE DESIGNED TO SUPPORT THE IMPOSED WEIGHT OF A FIRE APPARATUS (34 TONS GVW), UNLESS PRIOR APPROVAL IS OBTAINED FROM THE FIRE DEPARTMENT FOR TEMPORARY ACCESS ROADS. ACCESS ROADS SHALL BE PROVIDED WITH A MINIMUM 20-FOOT ROADWAY WIDTH AND 13 FOOT 6 INCH VERTICAL CLEARANCE.

3. PRIOR TO COMBUSTIBLE MATERIALS BEING BROUGHT TO THE SITE, ANY REQUIRED ON-SITE FIRE HYDRANTS SHALL BE COMPLETED AND ACCEPTED BY THE ROSEVILLE FIRE DEPARTMENT.

4. CONSTRUCTION MATERIAL AND VEHICLES SHALL NOT OBSTRUCT FIRE APPARATUS ACCESS TO FIRE APPARATUS ROADS, FIRE HYDRANTS OR THE BUILDING.

5. BARRICADES SHALL BE PROVIDED TO PROTECT ANY NATURAL GAS METER, FIRE HYDRANT, FIRE DEPARTMENT CONTROL DEVICE, OR OTHER POSSIBLE PERTINENT EQUIPMENT OR DEVICES THAT MAY BE SUBJECT TO VEHICULAR DAMAGE.

6. PROVIDE AND MAINTAIN A MINIMUM 3-FOOT CLEAR SPACE AROUND FIRE PROTECTION EQUIPMENT.

7. THE BURNING OF COMBUSTIBLE CONSTRUCTION MATERIALS AND TRASH IS PROHIBITED.

8. ASPHALT AND TAR KETTLES SHALL NOT BE LOCATED WITHIN 20 FEET OF ANY COMBUSTIBLE MATERIAL, COMBUSTIBLE BUILDING SURFACE OR BUILDING OPENING. AN ATTENDANT SHALL BE WITHIN 100 FEET OF A KETTLE WHEN THE HEAT SOURCE IS OPERATING. A MINIMUM OF ONE (1) 20B:C PORTABLE FIRE EXTINGUISHER SHALL BE LOCATED WITHIN 30 FEET OF THE KETTLE, AND ON THE ROOF DURING ASPHALT COATING OPERATIONS.

9. DRYWALL AND OTHER TEMPORARY HEATING DEVICES SHALL BE OF AN APPROVED TYPE, LOCATED AWAY FROM COMBUSTIBLE MATERIALS AND ATTENDED AND MAINTAINED AT ALL TIMES. HEATING DEVICES SHALL NOT BE OPERATED AFTER NORMAL WORKING HOURS WITHOUT BEING ATTENDED TO ON AN HOURLY BASIS.

10. CUTTING AND WELDING OPERATIONS SHALL CONFORM TO THE HOT WORK PROVISIONS OF CHAPTER 35 OF THE FIRE CODE. A FIRE WATCH SHALL BE PROVIDED DURING HOT-WORK ACTIVITIES AND SHALL CONTINUE FOR A MINIMUM OF 30 MINUTES AFTER THE CONCLUSION OF THE WORK.

11. IF SITE SURVEY OR EARTH MOVING WORK RESULTS IN THE DISCOVERY OF HAZARDOUS MATERIALS IN CONTAINERS, OR WHAT APPEARS TO BE HAZARDOUS WASTES RELEASED INTO THE GROUND, THE CONTRACTOR OR APPLICANT SHALL IMMEDIATELY REPORT THE FINDING TO THE ROSEVILLE FIRE DEPARTMENT VIA PHONE AT (916) 774-5800. ALL SUSPECTED AREAS SHALL BE MARKED OFF WITH APPROVED SIGNAGE OR CAUTION TAPE UNTIL SUCH TIME THAT A REPRESENTATIVE FROM THE FIRE DEPARTMENT DETERMINES WHETHER THE RELEASE IS REPORTABLE OR NOT AND IF SITE REMEDIATION IS REQUIRED.

12. FIRE SAFETY DURING CONSTRUCTION SHALL COMPLY WITH CHAPTER 33 OF THE CALIFORNIA FIRE CODE.

13. ADEQUATE RADIO COVERAGE SHALL BE PROVIDED WITHIN BUILDINGS FOR PUBLIC SAFETY AGENCIES, AS REQUIRED BY FIRE CODE.

14. PORTABLE FIRE EXTINGUISHERS SHALL BE INSTALLED IN OCCUPANCIES AND LOCATIONS AS SET FORTH IN THE CALIFORNIA FIRE CODE AND AS REQUIRED BY THE CHIEF. PROVIDE A MINIMUM OF ONE (1) PORTABLE FIRE EXTINGUISHER WITHIN EACH TENANT SPACE. THE MAXIMUM TRAVEL DISTANCE TO THE FIRE EXTINGUISHER SHALL NOT EXCEED 75- FEET. THE MINIMUM RATING CLASSIFICATION FOR THE EXTINGUISHER SHALL BE NOT LESS THAN 2A-10B:C. THE MAXIMUM TRAVEL DISTANCE FROM ANY POINT IN A LIGHT HAZARD AREA OF CLASS A HAZARDS SHALL NOT BE MORE THAN 75 FEET FROM A CLASS 2A-10B:C. FIRE EXTINGUISHER AND ONE EXTINGUISHER SHALL BE PROVIDED FOR EACH 6,000 SQUARE FEET. THE MAXIMUM TRAVEL DISTANCE FROM ANY POINT IN AN ORDINARY HAZARD OF CLASS A HAZARDS AREA SHALL NOT BE MORE THAN 75 FEET AND ONE EXTINGUISHER SHALL BE PROVIDED FOR EACH 3,000 SQUARE FEET. THE MAXIMUM TRAVEL DISTANCE TO CLASS B EXTINGUISHERS IS EITHER 30 FEET OR 50 FEET DEPENDING UPON THE SIZE OF THE EXTINGUISHER AND THE CLASSIFICATION OF THE HAZARD. REFER TO UFC STANDARD NO. 10-1 FOR COMPLETE REQUIREMENTS. ALL PORTABLE FIRE EXTINGUISHERS SHALL HAVE A SERVICE TAG AFFIXED TO THEM SHOWING THAT THE EXTINGUISHER HAS BEEN SERVICED BY A CALIFORNIA STATE LICENSED FIRE EXTINGUISHER CONCERN. ALL FIRE EXTINGUISHERS SHALL BE ATTACHED TO A BRACKET OR WITHIN AN APPROVED CABINET. MAXIMUM DISTANCE FROM THE FLOOR SHALL NOT EXCEED 54-INCHES. SIGNAGE SHALL BE POSTED ABOVE THE EXTINGUISHER AND SHALL READ FIRE EXTINGUISHER.
15. THE REQUIRED MINIMUM FIRE FLOW FOR THE PROTECTION OF THE PROPOSED PROJECT IS _____ GALLONS PER MINUTE WITH 20 POUNDS PER SQUARE INCH RESIDUAL WATER PRESSURE REMAINING IN THE SYSTEM. A CHANGE IN ANY OF THE CONDITIONS MAY INCREASE THE REQUIRED FIRE FLOW.

16. ALL UNDERGROUND FIRE LINE SHALL BE HYDRAULICALLY PRESSURED AT 200 PSI FOR TWO-HOURS PER THE NFPA STANDARD FOR UNDERGROUND FIRE WATER LINE. AN INSPECTION SHALL BE REQUIRED TO WITNESS THE TEST WITH A SUBSEQUENT INSPECTION AFTER THE TWO-HOUR DURATION HAS EXPIRED.

17. TEMPORARY USE OF ON-SITE GENERATORS WITH OVER 60 GALLONS OF DIESEL FUEL SHALL REQUIRE A FIRE DEPARTMENT PERMIT AND MUST MEET THE REQUIREMENTS OF THE CHAPTER 6.95 OF THE HEALTH AND SAFETY CODE, THE ROSEVILLE FIRE DEPARTMENT AND THE NATIONAL FIRE CODES. CONTACT THE FIRE DEPARTMENT AT 916-774-5800 TO INITIATE THE PERMIT APPLICATION.

18. SECTION 10.6.2 OF NFPA 24 HAS BEEN AMENDED NOT TO ALLOW MECHANICAL JOINTS UNDER BUILDINGS. SEE CHAPTER 80 OF THE CALIFORNIA FIRE CODE, PAGE 519. PROVIDE DETAIL OF THE PROPOSED RISER AND UNDERGROUND DETAIL TO THE PAD.

19. CIVIL IMPROVEMENT PLANS SHALL BE RESUBMITTED IF IT HAS BEEN DETERMINED BY THE APPLICANT THAT AN ON-SITE FIRE PUMP WILL BE REQUIRED AS THE RESULT OF SUPPLYING 100 PSI RESIDUAL PRESSURE AT THE STANDPIPE ROOF OUTLET ACCORDANCE WITH NFPA 14, STANDARD FOR THE INSTALLATION OF STANDPIPE AND HOSE SYSTEMS.

20. THE SUBMITTED PRIVATE UNDERGROUND FIRE LINE SHALL BE REVIEWED AND APPROVED BY THE ENVIRONMENTAL UTILITIES DEPARTMENT (EUD) IN CONJUNCTION WITH THE FIRE DEPARTMENT (RFD) PRIOR TO REQUESTING FOR THE REQUIRED INSPECTION FROM THE RFD. THE FIRE SPRINKLER PLANS WILL NOT BE APPROVED BY THE RFD UNTIL THE UNDERGROUND SERVICE LATERAL HAS BEEN INSPECTED AND ACCEPTED BY THE RFD.

21. ALL PROPOSED BURIED BOLTS SHALL BE COATED WITH A LISTED PRODUCT SUCH AS CHRISTY'S HD-50.

22. ACCORDING TO NFPA 13, 6.3.1.1.1, THE UNDERGROUND FIRE LINE CANNOT EXTEND INTO THE BUILDING FURTHER THAN 24 INCHES.

23. AN 18 AWG MINIMUM GAUGE TRACER WIRE SHALL BE INSTALLED ALONG ALL NON-METALLIC UNDERGROUND PIPING IN ACCORDANCE WITH SECTION 604 OF THE CALIFORNIA PLUMBING CODE. NOTATIONS SHALL BE MADE ON THE RESUBMITTAL.

24. FIRE DEPARTMENT CONNECTION(S) SHALL BE WITHIN 2- FEET OF BACK OF CURB OR BACK OF WALKWAY, AND SHALL REMAIN UNOBSTRUCTED AT ALL TIMES.

25. ALL FIRE DEPARTMENT CONNECTIONS SHALL BE LABELED WITH THE APPROPRIATE ADDRESS.

26. MECHANICAL JOINTS SHALL BE INSTALLED AT AREAS NOTED PER THE EBBA THRUST RESTRAINT DESIGN PROGRAM SPECIFICATIONS.

27. CONDUITS SHALL BE INSTALL AND AVAILABLE FOR FUTURE MONITORING OF ALL FIRE PROTECTION DEVICES.

28. ALL WORK SHALL BE INSPECTED BY THE FIRE DEPARTMENT PRIOR TO INSTALLING GROUND MATERIALS.

29. TO SCHEDULE A FIRE DEPARTMENT INSPECTION FOR ANY ON-SITE WORK, FOLLOW THE DIRECTIONS USING THE CITY OF ROSEVILLE CITIZEN PORTAL AT PERMITSONLINE.ROSEVILLE.CA.US. THE FOLLOWING BD NUMBER BELOW SHALL BE USED WHEN SCHEDULING A FIRE DEPARTMENT INSPECTION. A BD NUMBER WILL BE ISSUED UPON APPROVAL. ALL INQUIRING REGARDING INSPECTIONS AND PERMIT FEES SHALL BE MADE BY CALLING (916) 774-5332.
BD _____

NO.

DESCRIPTION

DATE

BY

BENCH MARK

ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE

HORIZ. _____

VERT. _____

CITY# 400022



P S O M A S

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ

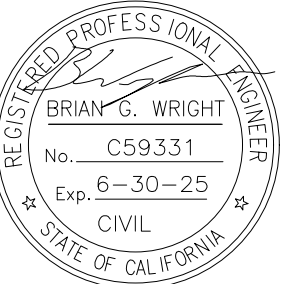
CHECKED BY: BRIAN WRIGHT

DRAWN BY: AMENAH ALKAWAZ

DATE 05/2023

DATE 05/2023

DATE 05/2023



DRY CREEK GREENWAY EAST PHASE 1

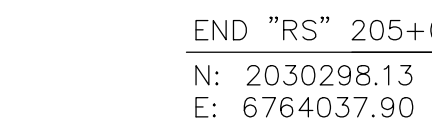
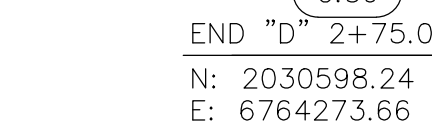
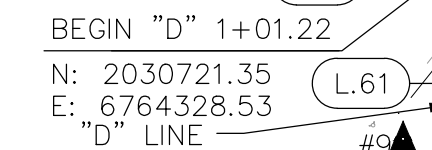
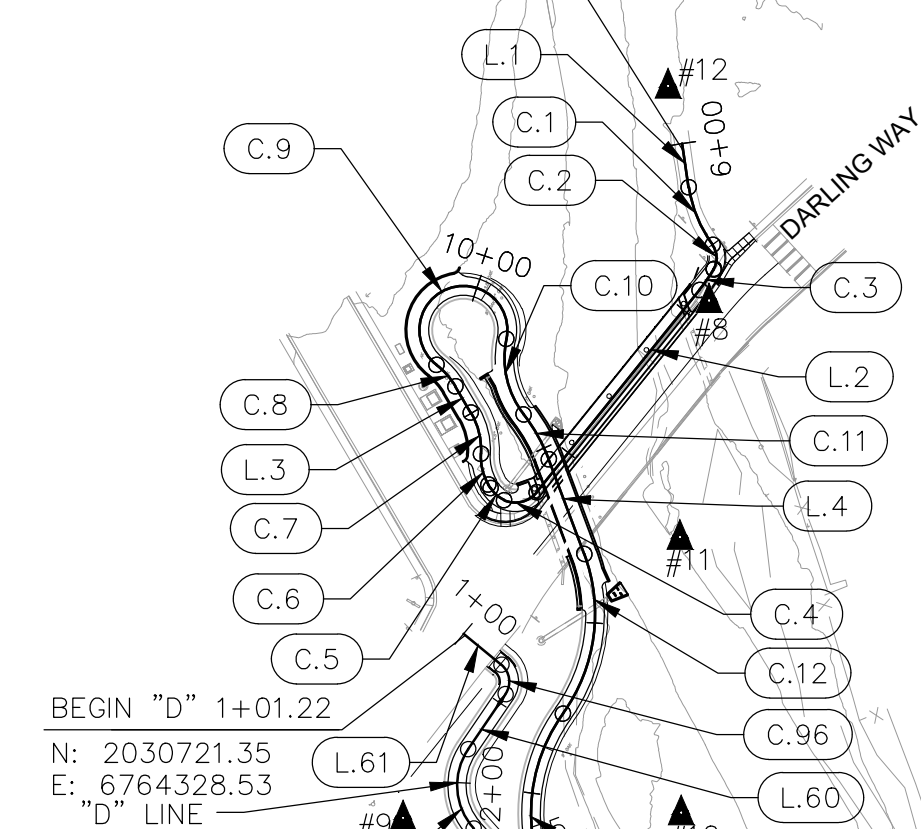
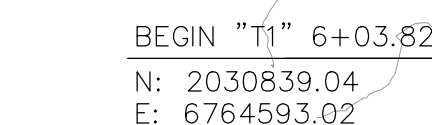
TRAIL IMPROVEMENT PROJECT

GENERAL NOTES

SHEET 3 OF 168

Xrefs: DCBT-C-BORDER
Images: cropped COR black logo.tifcropped COR black logo.tif(Misc. Signature.jpg)

▲	CONTROL POINT
L.#	TANGENT NUMBER
C.#	CURVE NUMBER



HORIZONTAL	THE HORIZONTAL DATUM FOR THIS PROJECT IS BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CCS83, ZONE 2, (2010.00 EPOCH) IN ACCORDANCE WITH THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819; SAID DATUM IS BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE CALIFORNIA SPATIAL REFERENCE NETWORK STATIONS P140, P208, P272, P271. AND P276.
COORDINATES	COORDINATE VALUES SHOWN HEREON ARE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83) ZONE 2 (2010.00 EPOCH) GRID COORDINATES. MULTIPLY GRID VALUES BY 1.00006881 TO OBTAIN GROUND COORDINATES.
VERTICAL	THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FT. SEE BENCHMARKS LIST TABLE FOR DESCRIPTION

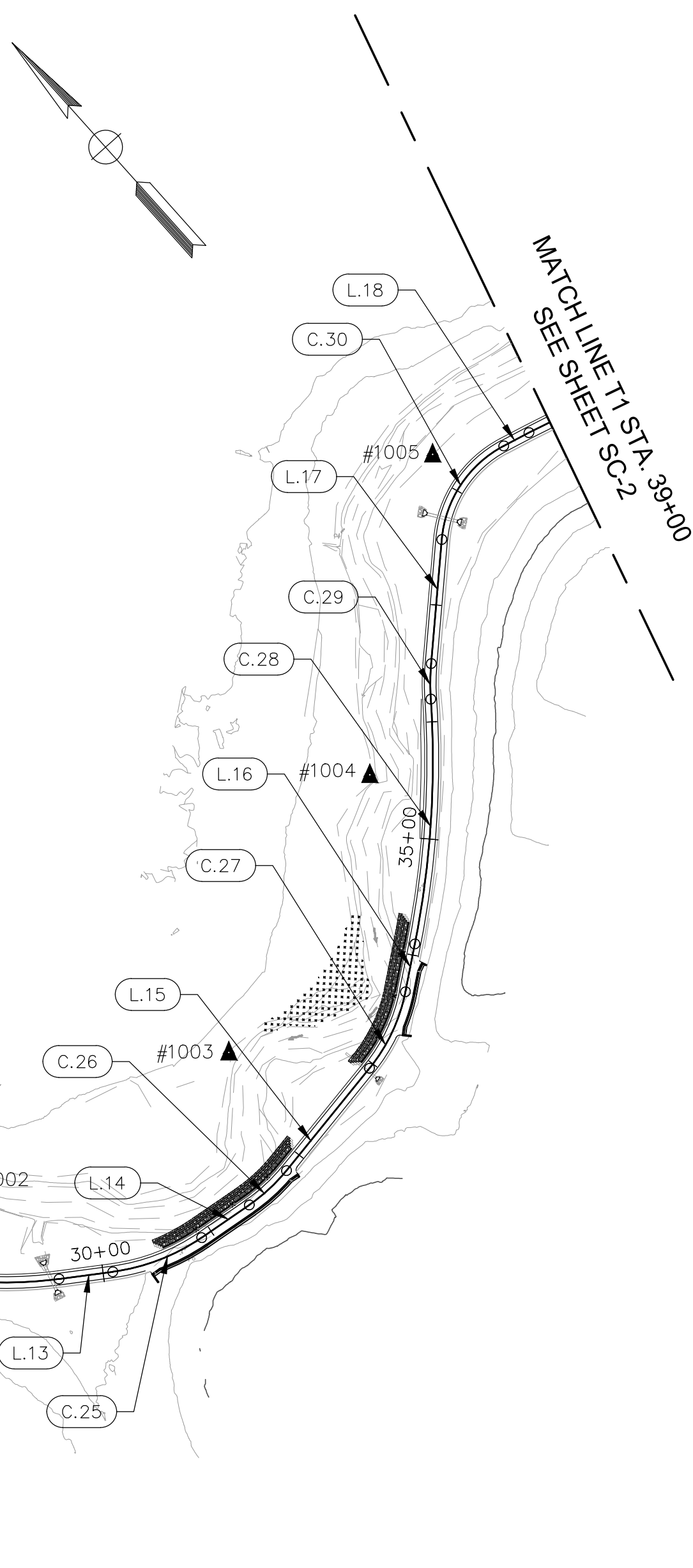
THE BASIS OF BEARING OF THIS PROJECT IS THE CALIFORNIA
COORDINATE SYSTEM OF 1983, CCS83, ZONE 2.

SSIONAL LAND
THE ACCURACY
OL DATA
ET.

John Lambert

LICENSED LAND SURVEYOR
JUSTIN A. LAMBERT
9046
STATE OF CALIFORNIA

SURVEY CONTROL TABLE				
POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
8	2030768.79	6764549.06	134.84	CUT X
9	2030669.86	6764236.95	134.35	CUT X
10	2030570.98	6764351.80	128.55	
11	2030683.23	6764451.35	121.02	
12	2030870.78	6764610.38	130.00	WSH
13	2030285.57	6764270.45	130.98	MAG & WASHER
15	2029788.40	6764556.93	122.98	IRON PIPE
17	2030178.41	6764407.78	129.22	IRON PIPE
1000	2029792.83	6764646.06	123.31	REBAR & CAP
1001	2029751.60	6764931.71	136.91	REBAR & CAP
1002	2029533.11	6765054.88	125.44	REBAR & CAP
1003	2029465.35	6765268.75	126.06	REBAR & CAP
1004	2029561.64	6765516.06	122.99	REBAR & CAP
1005	2029729.69	6765738.25	125.35	REBAR & CAP
1021	2029786.33	6764753.49	125.91	REBAR & CAP
1022	2029983.86	6764243.57	129.61	SPINDLE
1023	2030047.88	6764082.24	130.03	MAG NAIL & PSO WASHER
2004	2029390.40	6764827.89	159.64	SCRIBED 'X'
2050	2030572.46	6764247.58	132.35	MAG NAIL & PSO WASHER



LINE SEGMENT TABLE			
No.	LINE	LENGTH	BEARING
L.1	"T1"	24.06'	S 33° 20' 43" W
L.2	"T1"	141.46'	S 80° 39' 44" W
L.3	"T1"	16.72'	N 11° 17' 52" E
L.4	"T1"	55.12'	S 21° 16' 56" W
L.5	"T1"	90.83'	S 00° 13' 11" E
L.6	"T1"	138.01'	S 00° 13' 11" E
L.7	"T1"	40.78'	S 30° 31' 17" W
L.8	"T1"	100.00'	S 87° 00' 00" E
L.9	"T1"	191.66'	S 24° 42' 39" E
L.10	"T1"	44.72'	S 47° 50' 42" E
L.11	"T1"	38.95'	S 56° 49' 14" E
L.12	"T1"	29.36'	S 39° 09' 42" E
L.13	"T1"	46.36'	S 55° 48' 11" E
L.14	"T1"	49.25'	S 82° 40' 14" E
L.15	"T1"	112.50'	N 80° 49' 31" E
L.16	"T1"	41.47'	N 53° 02' 43" E
L.17	"T1"	106.17'	N 46° 41' 49" E
L.18	"T1"	24.16'	S 76° 01' 51" E
L.60	"D"	36.35'	S 75° 59' 22" W
L.61	"D"	26.55'	S 08° 49' 33" E
L.62	"H"	7.84'	S 22° 58' 47" W
L.64	"H"	29.75'	S 52° 05' 51" W
L.76	"D"	29.15'	S 00° 24' 54" E
L.77	"H"	94.65'	S 19° 39' 53" E
L.88	"RS"	500.00'	N 00° 44' 50" W
L.89	"R"	26.63'	S 59° 28' 43" E
L.90	"R"	21.16'	N 62° 36' 50" E

CURVE SEGMENT TABLE				
No.	RADIUS	LENGTH	TANGENT	DELTA
C.1	70.00'	34.24'	33.90	28° 01' 35"
C.2	12.00'	14.02'	13.24	66° 56' 22"
C.3	93.00'	13.64'	13.63	8° 24' 14"
C.4	15.00'	19.59'	18.23	74° 50' 35"
C.5	16.00'	10.00'	9.84	35° 48' 36"
C.6	30.00'	17.55'	17.30	33° 30' 49"
C.7	40.00'	23.41'	23.08	33° 31' 51"
C.8	40.00'	15.49'	15.39	22° 11' 12"
C.9	24.00'	102.46'	40.57	244° 35' 37"
C.10	50.00'	43.44'	42.09	49° 46' 38"
C.11	93.00'	28.17'	28.06	17° 21' 18"
C.12	93.00'	91.24'	87.63	56° 12' 50"
C.13	93.00'	126.15'	116.69	77° 42' 58"
C.14	93.00'	45.66'	45.20	28° 07' 40"
C.15	93.00'	45.66'	45.20	28° 07' 40"
C.16	93.00'	49.90'	49.30	30° 44' 28"
C.17	93.00'	190.76'	159.03	117° 31' 17"
C.18	93.00'	98.33'	93.81	60° 34' 48"
C.19	93.00'	92.97'	89.15	57° 16' 37"
C.20	93.00'	95.74'	91.57	58° 59' 10"
C.21	93.00'	37.55'	37.30	23° 08' 03"
C.22	270.00'	42.30'	42.25	8° 58' 32"
C.23	350.00'	107.87'	107.45	17° 39' 32"
C.24	350.00'	101.66'	101.30	16° 38' 29"
C.25	175.00'	82.06'	81.31	26° 52' 03"
C.26	150.00'	43.21'	43.06	16° 30' 16"
C.27	150.00'	72.73'	72.02	27° 46' 48"
C.28	800.00'	209.97'	209.37	15° 02' 16"
C.29	200.00'	30.33'	30.30	8° 41' 23"
C.30	100.00'	99.96'	95.85	57° 16' 20"
C.39	11.50'	13.55'	12.78	67° 30' 36"
C.95	35.00'	46.67'	43.29	76° 24' 15"
C.96	12.00'	17.76'	16.19	84° 48' 54"
C.97	12.00'	15.00'	14.04	71° 36' 54"
C.98	93.00'	43.59'	43.19	26° 51' 17"
C.99	125.00'	78.52'	77.24	35° 59' 31"
C.100	93.00'	61.85'	60.72	38° 06' 28"
C.101	15.00'	18.79'	17.58	71° 45' 44"
C.139	33.00'	82.47'	62.62	143° 11' 40"
C.140	270.00'	60.67'	60.54	12° 52' 25"
C.141	125.00'	43.56'	43.34	19° 58' 02"
C.142	120.00'	204.82'	180.85	97° 47' 36"
C.143	270.00'	25.51'	25.50	5° 24' 47"
C.144	100.00'	47.80'	47.34	27° 23' 10"

BENCHMARKS LIST			
ALIGN	CITY BM	DESCRIPTION	ELEVATION*
"T3"	BM 65	3 ¼" BRASS CAP STAMPED 2018 PLS 8278, TOP OF CURB EAST SIDE OF ROCKY RIDGE DRIVE, APPROX. 225' NORTH OF THE INTERSECTION WITH CIRBY WAY, 8.5' FROM FIRE HYDRANT.	160.440
"T1" & "T2"	BM 66	3 ¼" BRASS CAP STAMPED 2018 PLS 8278, TOP OF CURB, APPROX. 110' NORTH OF THE INTERSECTION OF MARLIN DRIVE & DEER STREET, ON WEST SIDE OF MARLIN DRIVE	145.850
"T1"	BM 85	3 ¼" BRASS DISK STAMPED 2018 PLS 8278, DRY CREEK AT DARLING WAY, NORTHEAST CORNER OF INTERSECTION, BACK OF SIDEWALK AT EAST END OF CURB RETURN.	134.920
"T2"	BM 90	3 ¼" BRASS DISK STAMPED 2018 PLS 8278, CIRBY CREEK AT OAKRIDGE DRIVE, NORTHEAST CORNER OF BRIDGE IN THE BACK OF SIDEWALK.	143.000

* ELEVATIONS SHOWN ARE NGVD 29 VALUES AS REPORTED IN THE "APPROVED CITY OF ROSEVILLE BENCHMARKS" DOCUMENT. MAPPING VALUES HAVE BEEN ADJUSTED TO NAVD 88 FOR THIS PROJECT BY ADDING A PROJECT FACTOR OF +2.16 FEET.

[illegible]

BENCH MARK ELEV. SEE NOTES

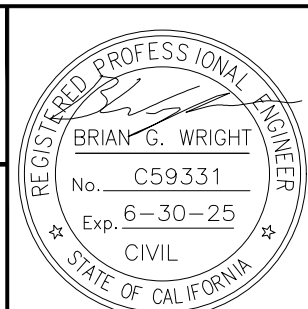
THE VERTICAL DATUM OF THIS MAPPING
IS BASED ON THE CITY OF ROSEVILLE
BENCHMARKS 65, 66, 85, AND 90,
ADJUSTED TO NAVD88 BY ADDING A
PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK
SCALE HORIZ. <u>N.T.S.</u> VERT. <u>N/A</u>

CITY# 400022



P S O M A S
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122
DESIGNED BY: CHERYL SPATZ DATE 05/2023
CHECKED BY: BRIAN WRIGHT DATE 05/2023
DRAWN BY: AMENAH ALKAWAZ DATE 05/2023



DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
SURVEY CONTROL DIAGRAM AND HORIZONTAL ALIGNMENT DATA

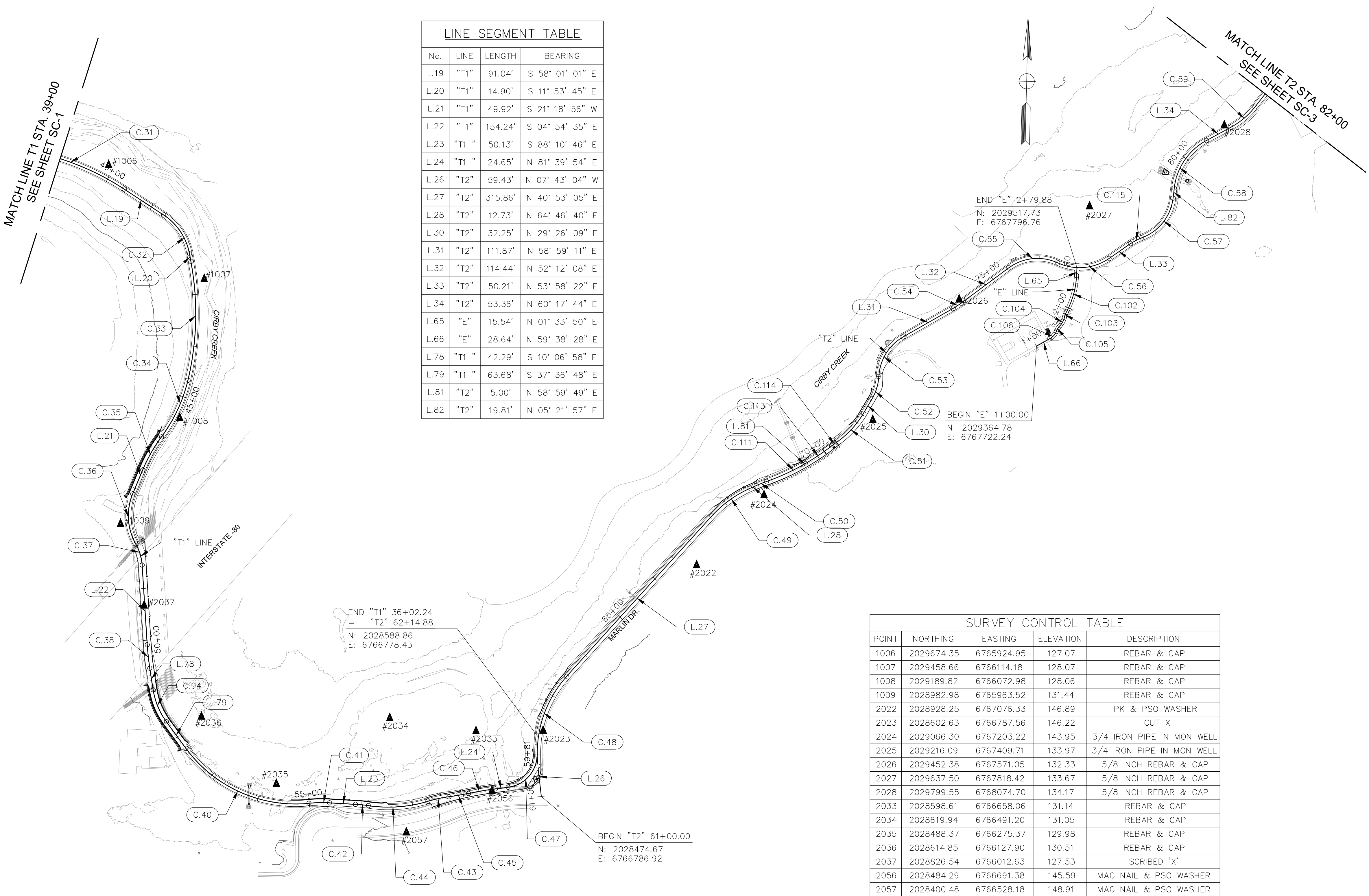
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Xrefs: DCBT-C-BORDER-V-TPG-DryCreek_Topo-AIDCBT-C-RODCBT-VIEWFRAMES 20-103-LWD_BaseDCBT-C-TOPO-ADDITIONS
Images: cropped COR block logo.tif|Justin Lambert|uncropped COR block logo.tif|Marc_Signature.jpg

CURVE SEGMENT TABLE				
No.	RADIUS	LENGTH	TANGENT	DELTA
C.31	500.00'	157.20'	156.55	18° 00' 50"
C.32	115.00'	92.57'	90.09	46° 07' 16"
C.33	550.00'	231.21'	229.51	24° 05' 08"
C.34	300.00'	121.22'	120.40	23° 09' 06"
C.35	300.00'	73.44'	73.26	14° 01' 33"
C.36	110.00'	100.63'	97.16	52° 24' 56"
C.37	93.00'	42.51'	42.14	26° 11' 24"
C.38	500.00'	45.43'	45.42	5° 12' 23"
C.40	263.00'	271.87'	259.92	59° 13' 38"
C.41	263.00'	39.76'	39.72	8° 39' 39"
C.42	263.00'	24.86'	24.85	5° 25' 00"
C.43	263.00'	41.88'	41.83	9° 07' 25"
C.44	263.00'	116.08'	115.14	25° 17' 21"
C.45	500.00'	38.12'	38.11	4° 22' 04"
C.46	607.17'	52.58'	52.56	4° 57' 41"
C.47	64.00'	93.26'	85.23	83° 29' 31"
C.48	220.81'	186.85'	181.32	48° 29' 01"
C.49	220.00'	91.74'	91.08	23° 53' 36"
C.50	265.00'	21.65'	21.65	4° 40' 54"
C.51	183.00'	76.60'	76.04	23° 58' 59"
C.52	93.00'	45.42'	44.97	27° 59' 07"
C.53	93.00'	93.39'	89.51	57° 32' 09"
C.54	150.00'	17.76'	17.75	6° 47' 03"
C.55	93.00'	99.60'	94.91	61° 21' 49"

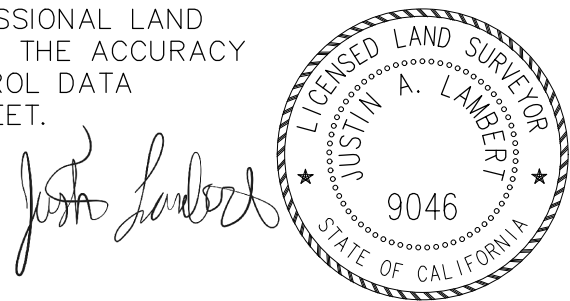
CURVE SEGMENT TABLE				
No.	RADIUS	LENGTH	TANGENT	DELTA
C.56	100.00'	104.01'	99.38	59° 35' 34"
C.57	93.00'	103.06'	97.87	63° 29' 45"
C.58	120.00'	115.04'	110.69	54° 55' 47"
C.59	150.00'	61.18'	60.76	23° 22' 15"
C.94	140.00'	67.19'	66.55	27° 29' 50"
C.102	165.00'	74.22'	73.59	25° 46' 18"
C.103	35.00'	9.93'	9.90	16° 15' 17"
C.104	35.00'	18.49'	18.28	30° 16' 04"
C.105	40.00'	13.49'	13.42	19° 19' 10"
C.106	30.00'	19.69'	19.34	37° 36' 43"
C.111	425.00'	77.61'	77.50	10° 27' 46"
C.113	425.00'	61.11'	61.06	8° 14' 20"
C.114	265.00'	12.31'	12.31	2° 39' 39"
C.115	93.00'	24.17'	24.10	14° 53' 19"

LINE SEGMENT TABLE			
No.	LINE	LENGTH	BEARING
L.19	"T1"	91.04'	S 58° 01' 01" E
L.20	"T1"	14.90'	S 11° 53' 45" E
L.21	"T1"	49.92'	S 21° 18' 56" W
L.22	"T1"	154.24'	S 04° 54' 35" E
L.23	"T1 "	50.13'	S 88° 10' 46" E
L.24	"T1 "	24.65'	N 81° 39' 54" E
L.26	"T2"	59.43'	N 07° 43' 04" W
L.27	"T2"	315.86'	N 40° 53' 05" E
L.28	"T2"	12.73'	N 64° 46' 40" E
L.30	"T2"	32.25'	N 29° 26' 09" E
L.31	"T2"	111.87'	N 58° 59' 11" E
L.32	"T2"	114.44'	N 52° 12' 08" E
L.33	"T2"	50.21'	N 53° 58' 22" E
L.34	"T2"	53.36'	N 60° 17' 44" E
L.65	"E"	15.54'	N 01° 33' 50" E
L.66	"E"	28.64'	N 59° 38' 28" E
L.78	"T1 "	42.29'	S 10° 06' 58" E
L.79	"T1 "	63.68'	S 37° 36' 48" E
L.81	"T2"	5.00'	N 58° 59' 49" E
L.82	"T2"	19.81'	N 05° 21' 57" E



SURVEY CONTROL TABLE				
POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
1006	2029674.35	6765924.95	127.07	REBAR & CAP
1007	2029458.66	6766114.18	128.07	REBAR & CAP
1008	2029189.82	6766072.98	128.06	REBAR & CAP
1009	2028982.98	6765963.52	131.44	REBAR & CAP
2022	2028928.25	6767076.33	146.89	PK & PSO WASHER
2023	2028602.63	6766787.56	146.22	CUT X
2024	2029066.30	6767203.22	143.95	3/4 IRON PIPE IN MON WELL
2025	2029216.09	6767409.71	133.97	3/4 IRON PIPE IN MON WELL
2026	2029452.38	6767571.05	132.33	5/8 INCH REBAR & CAP
2027	2029637.50	6767818.42	133.67	5/8 INCH REBAR & CAP
2028	2029799.55	6768074.70	134.17	5/8 INCH REBAR & CAP
2033	2028598.61	6766658.06	131.14	REBAR & CAP
2034	2028619.94	6766491.20	131.05	REBAR & CAP
2035	2028488.37	6766275.37	129.98	REBAR & CAP
2036	2028614.85	6766127.90	130.51	REBAR & CAP
2037	2028826.54	6766012.63	127.53	SCRIBED 'X'
2056	2028484.29	6766691.38	145.59	MAG NAIL & PSO WASHER
2057	2028400.48	6766528.18	148.91	MAG NAIL & PSO WASHER

THE FOLLOWING PROFESSIONAL LAND
SURVEYOR ATTESTS TO THE ACCURACY
OF THE SURVEY CONTROL DATA
PROVIDED ON THIS SHEET.



REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.	SEE NOTES
THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.		

FIELD BOOK
SCALE
HORIZ. N.T.S.
VERT. N/A

CITY# 400022

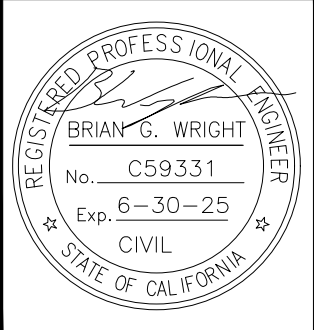
PSOMAS

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023

CHECKED BY: BRIAN WRIGHT DATE 05/2023

DRAWN BY: AMENAH ALKAWAZ DATE 05/2023



DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT

SURVEY CONTROL DIAGRAM AND HORIZONTAL ALIGNMENT DATA

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OF
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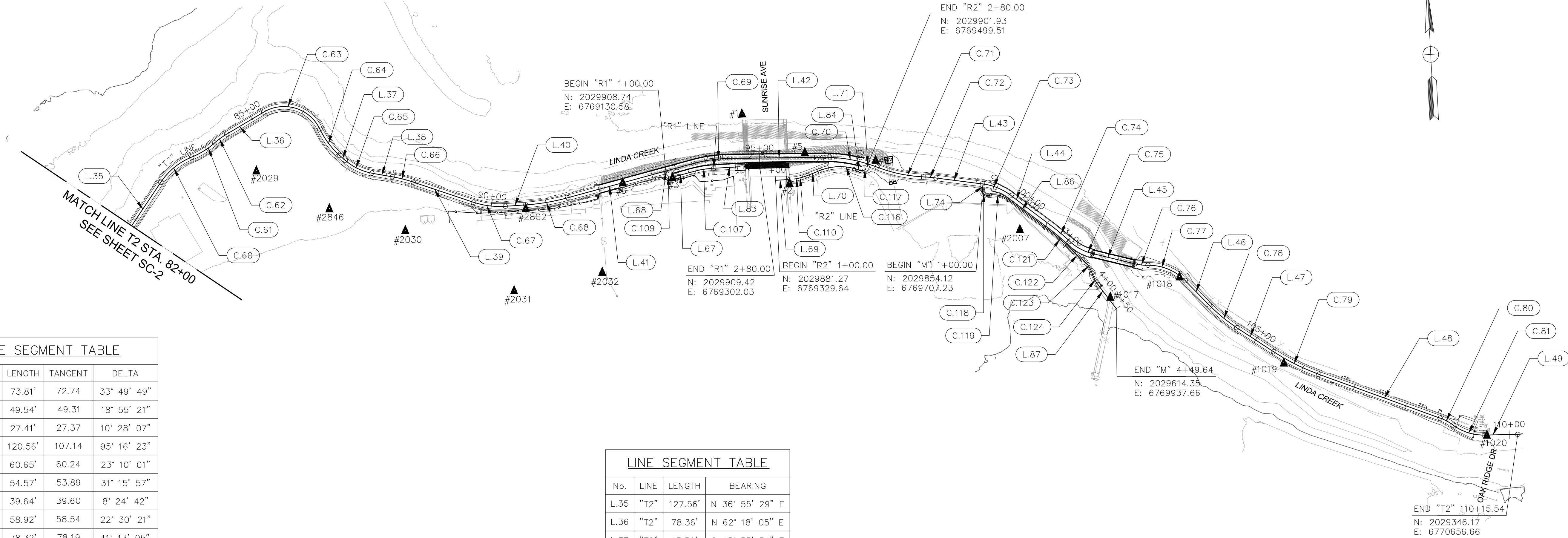
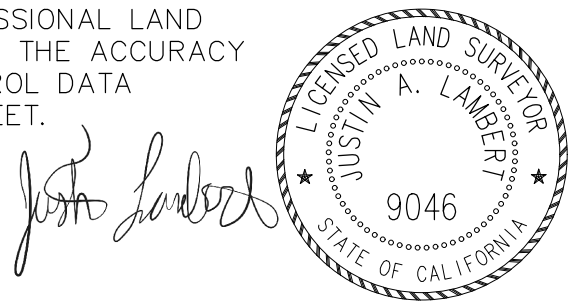
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Images: cropped COR block logo.tif\Justin Lambert\cropped COR block logo.tif\Marc_Signature.jpg

CURVE SEGMENT TABLE				
No.	RADIUS	LENGTH	TANGENT	DELTA
C.60	125.00'	73.81'	72.74	33° 49' 49"
C.61	150.00'	49.54'	49.31	18° 55' 21"
C.62	150.00'	27.41'	27.37	10° 28' 07"
C.63	72.50'	120.56'	107.14	95° 16' 23"
C.64	150.00'	60.65'	60.24	23° 10' 01"
C.65	100.00'	54.57'	53.89	31° 15' 57"
C.66	270.00'	39.64'	39.60	8° 24' 42"
C.67	150.00'	58.92'	58.54	22° 30' 21"
C.68	400.00'	78.32'	78.19	11° 13' 05"
C.69	263.00'	66.64'	66.46	14° 31' 02"
C.70	263.00'	101.29'	100.67	22° 04' 03"
C.71	263.00'	86.77'	86.38	18° 54' 14"
C.72	270.00'	22.95'	22.95	4° 52' 16"
C.73	110.00'	56.78'	56.15	29° 34' 34"
C.74	500.00'	50.14'	50.12	5° 44' 45"
C.75	93.00'	47.07'	46.57	28° 59' 59"
C.76	93.00'	23.70'	23.63	14° 35' 57"
C.77	93.00'	75.59'	73.53	46° 34' 12"
C.78	300.00'	65.49'	65.36	12° 30' 30"
C.79	400.00'	92.24'	92.03	13° 12' 44"
C.80	93.00'	26.97'	26.88	16° 37' 02"
C.81	93.00'	61.25'	60.15	37° 44' 12"
C.107	180.00'	37.76'	37.69	12° 01' 07"
C.109	9.00'	14.14'	12.73	90° 00' 00"
C.110	100.00'	32.68'	32.54	18° 43' 29"
C.116	100.00'	70.67'	69.21	40° 29' 29"
C.117	10.00'	15.89'	14.27	91° 02' 32"
C.118	10.00'	19.29'	16.43	110° 30' 20"
C.119	42.50'	36.68'	35.55	49° 26' 56"
C.121	491.00'	65.98'	65.93	7° 41' 58"
C.122	200.00'	23.17'	23.15	6° 38' 13"
C.123	50.00'	30.03'	29.58	34° 24' 55"
C.124	70.00'	24.29'	24.17	19° 52' 45"

LINE SEGMENT TABLE			
No.	LINE	LENGTH	BEARING
L.35	"T2"	127.56'	N 36° 55' 29" E
L.36	"T2"	78.36'	N 62° 18' 05" E
L.37	"T2"	13.36'	S 45° 35' 34" E
L.38	"T2"	37.67'	S 76° 51' 31" E
L.39	"T2"	115.78'	S 68° 26' 49" E
L.40	"T2"	37.01'	N 89° 02' 49" E
L.41	"T2"	237.66'	N 77° 49' 45" E
L.42	"T2"	169.78'	S 87° 39' 13" E
L.43	"T2"	85.61'	S 79° 37' 08" E
L.44	"T2"	86.13'	S 50° 02' 34" E
L.45	"T2"	80.00'	S 73° 17' 49" E
L.46	"T2"	62.18'	S 41° 19' 33" E
L.47	"T2"	80.10'	S 53° 50' 03" E
L.48	"T2"	235.35'	S 67° 02' 47" E
L.49	"T2"	60.87'	S 88° 09' 57" E
L.67	"R1"	38.92'	N 77° 49' 45" E
L.68	"R1"	5.00'	S 12° 10' 15" E
L.69	"R2"	25.92'	N 89° 52' 53" E
L.70	"R2"	24.33'	N 71° 09' 24" E
L.71	"R2"	5.51'	N 20° 36' 21" E
L.74	"M"	9.68'	S 11° 00' 49" W
L.86	"M"	86.04'	S 50° 02' 34" E
L.87	"M"	54.85'	S 34° 26' 40" E

SURVEY CONTROL TABLE				
POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	2030005.78	6769275.05	145.80	SCRIBED X
2	2029875.15	6769354.66	145.91	SCRIBED X
3	2029896.81	6769142.21	140.01	IRON PIPE
4	2029908.54	6769513.80	139.00	IRON PIPE
5	2029929.60	6769385.64	132.82	IRON PIPE
6	2029892.41	6769051.07	137.80	IRON PIPE
1017	2029636.10	6769927.88	144.08	SCRIBED X
1018	2029666.54	6770055.97	146.44	REBAR & CAP
1019	2029499.46	6770237.47	147.16	REBAR & CAP
1020	2029348.24	6770600.32	146.36	MAG NAIL
2007	2029768.39	6769769.90	138.53	MAG NAIL
2029	2029949.53	6768384.91	134.83	5/8 INCH REBAR & CAP
2030	2029826.49	6768650.38	144.53	CUT X
2031	2029706.05	6768842.67	146.27	MAG NAIL W/PSO WASHER
2032	2029731.10	6769004.99	145.80	MAG NAIL W/PSO WASHER
2802	2029854.59	6768871.81	144.08	IRON PIPE (Sunrise 33)
2846	2029873.40	6768514.17	135.45	IRON PIPE (Sunrise 34)

THE FOLLOWING PROFESSIONAL LAND
SURVEYOR ATTESTS TO THE ACCURACY
OF THE SURVEY CONTROL DATA
PROVIDED ON THIS SHEET.



REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. SEE NOTES
THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.	

FIELD BOOK
SCALE
HORIZ. N.T.S.
VERT. N/A

CITY# 400022

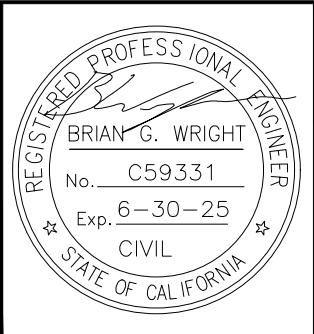
PSOMAS

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023

CHECKED BY: BRIAN WRIGHT DATE 05/2023

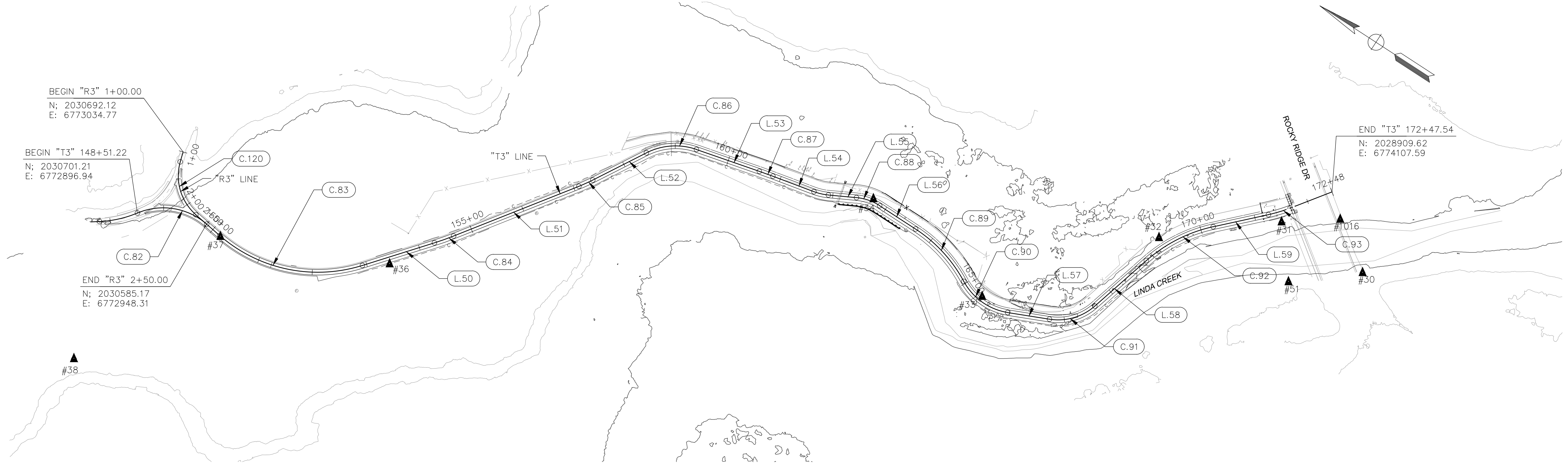
DRAWN BY: AMENAH ALKAWAZ DATE 05/2023



DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT

SURVEY CONTROL DIAGRAM AND HORIZONTAL ALIGNMENT DATA

SHEET	6
OF	168

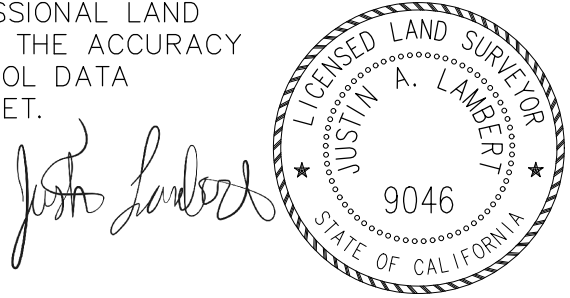


CURVE SEGMENT TABLE				
No.	RADIUS	LENGTH	TANGENT	DELTA
C.82	120.00'	133.72'	126.91	63° 50' 45"
C.83	270.00'	275.66'	263.84	58° 29' 50"
C.84	500.00'	37.00'	36.99	4° 14' 22"
C.85	300.00'	27.40'	27.39	5° 13' 57"
C.86	116.00'	93.25'	90.76	46° 03' 27"
C.87	1000.00'	26.18'	26.18	1° 30' 00"
C.88	93.00'	44.95'	44.51	27° 41' 26"
C.89	260.00'	130.02'	128.67	28° 39' 06"
C.90	110.00'	100.90'	97.40	52° 33' 14"
C.91	100.00'	88.26'	85.42	50° 34' 07"
C.92	270.00'	137.24'	135.77	29° 07' 26"
C.93	265.00'	41.14'	41.10	8° 53' 45"
C.120	93.00'	105.50'	99.93	64° 59' 50"

LINE SEGMENT TABLE			
No.	LINE	LENGTH	BEARING
L.50	"T3"	136.39'	S 50° 27' 21" E
L.51	"T3"	244.04'	S 54° 41' 43" E
L.52	"T3"	108.96'	S 59° 55' 40" E
L.53	"T3"	120.39'	S 13° 52' 13" E
L.54	"T3"	79.41'	S 12° 22' 13" E
L.55	"T3"	51.16'	S 27° 41' 26" E
L.56	"T3"	77.46'	S 00° 00' 00" E
L.57	"T3"	76.65'	S 23° 54' 08" E
L.58	"T3"	124.39'	S 74° 28' 16" E
L.59	"T3"	102.08'	S 45° 20' 50" E

SURVEY CONTROL TABLE				
POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
30	2028784.00	6774015.74	157.41	MAG NAIL W/PSO WASHER
31	2028956.90	6774012.72	153.67	5/8" REBAR & PSO CAP
32	2029127.40	6773868.05	150.12	5/8" REBAR & PSO CAP
33	2029337.60	6773604.24	149.71	5/8" REBAR & PSO CAP
34	2029599.00	6773645.29	148.23	5/8" REBAR & PSO CAP
36	2030268.69	6773069.16	146.34	5/8" REBAR & PSO CAP
37	2030552.35	6772943.80	145.66	5/8" REBAR & PSO CAP
38	2030654.04	6772613.85	144.92	5/8" REBAR & PSO CAP
51	2028887.34	6773928.70	156.24	CHISELED X
1016	2028870.50	6774074.52	156.68	MAG NAIL

THE FOLLOWING PROFESSIONAL LAND SURVEYOR ATTESTS TO THE ACCURACY OF THE SURVEY CONTROL DATA PROVIDED ON THIS SHEET.



Xrefs: DCBT-C-BORDER\TPG-DryCreek_Topo-All\DCBT-C-RD\DCBT-Viewframes\20-103-LWD_Base\DCBT-C-TOPO-ADDITIONS
Images: cropped COR black logo.tif\Justin Lambert.undcropped COR black logo.tif\Marc_Signature.jpg

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.	SEE NOTES
THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.		

FIELD BOOK
SCALE
HORIZ. N.T.S.
VERT. N/A

CITY# 400022

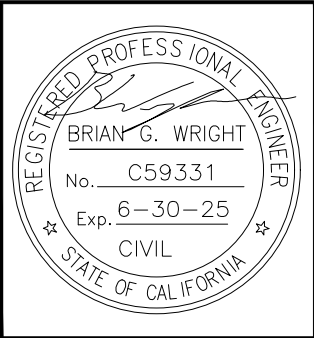
PSOMAS

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023

CHECKED BY: BRIAN WRIGHT DATE 05/2023

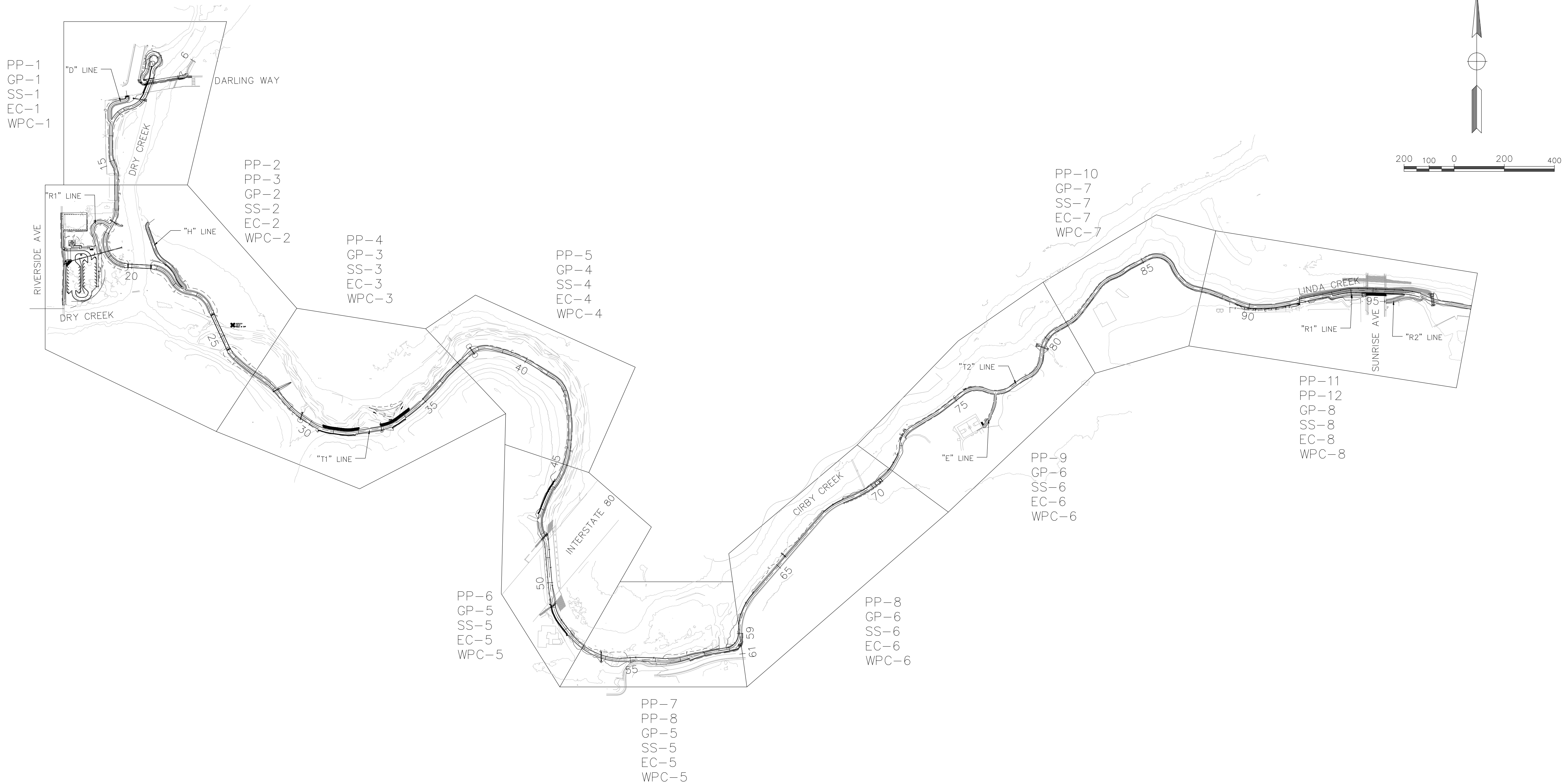
DRAWN BY: AMENAH ALKAWAZ DATE 05/2023



DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT

SURVEY CONTROL DIAGRAM AND HORIZONTAL ALIGNMENT DATA

Xrefs: DCBT-C-BORDERV-TPG-DryCreek_Topo-A1(DCBT-C-R0) 20-103-LWD_Base(DCBT-C-TOPO-ADDITIONS
Images: cropped COR_black Logo.tif(Morc_Signature.jpg)



REVISIONS				
NO.	DESCRIPTION	DATE	BY	

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FIELD BOOK
SCALE
HORIZ. 1"=200'
VERT. N/A

CITY# 400022

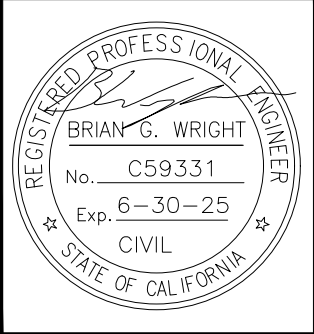
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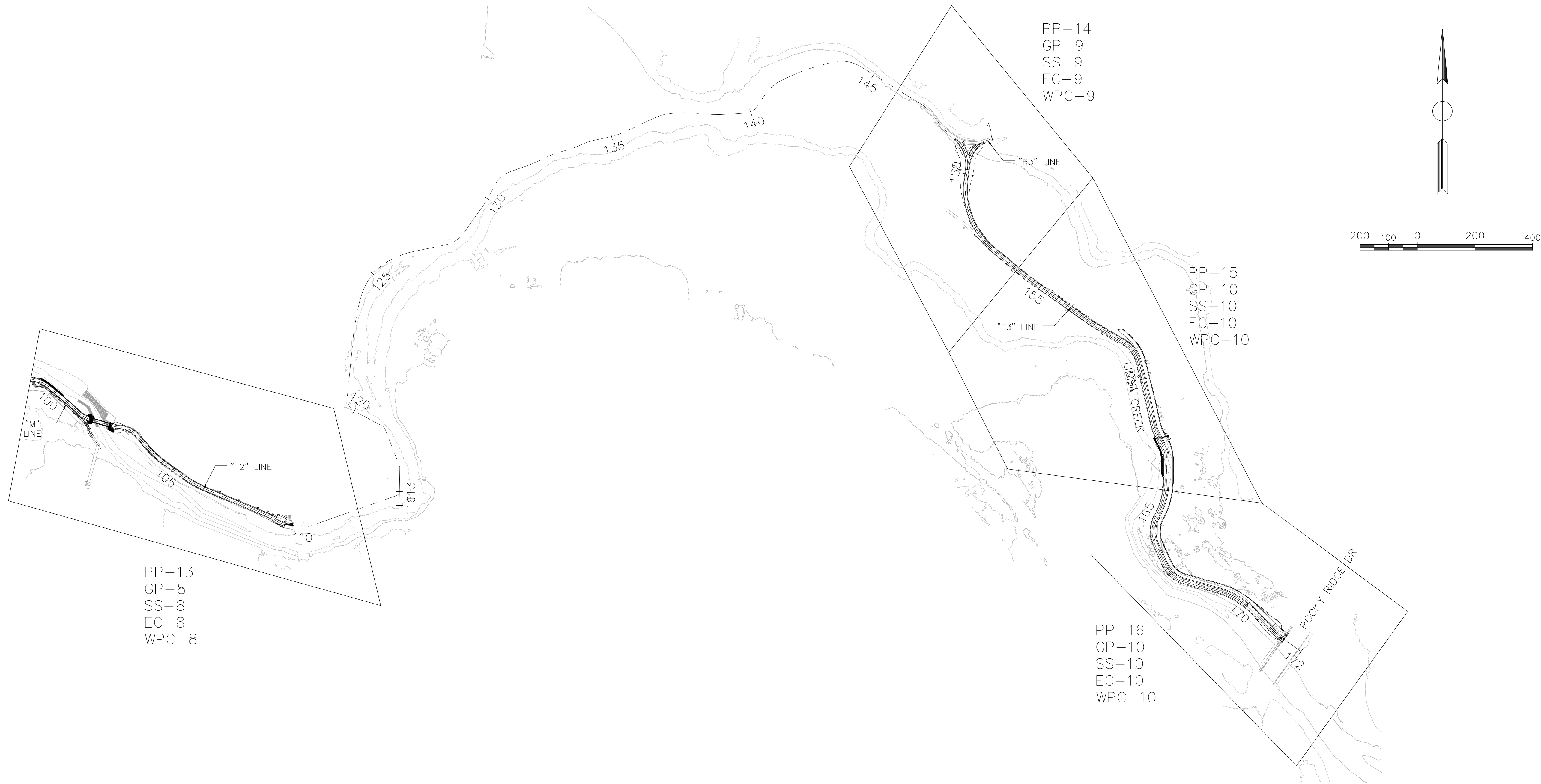
CHECKED BY: BRIAN WRIGHT DATE 05/2023

DRAWN BY: AMENAH ALKAWAZ DATE 05/2023



DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
KEY MAP

Xrefs: DCBT-C-BORDER\TPG-DryCreek_Topo-A\DCBT-C-RO\20-103-LWD_Base\DCBT-C-TOPO-ADDITIONS
Images: cropped COR_black_topo.tif\Morc-Signature.jpg



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FIELD BOOK
SCALE
HORIZ. 1"=200'
VERT. N/A

CITY# 400022

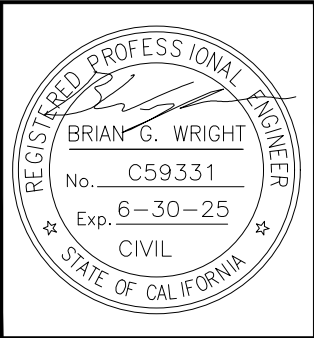
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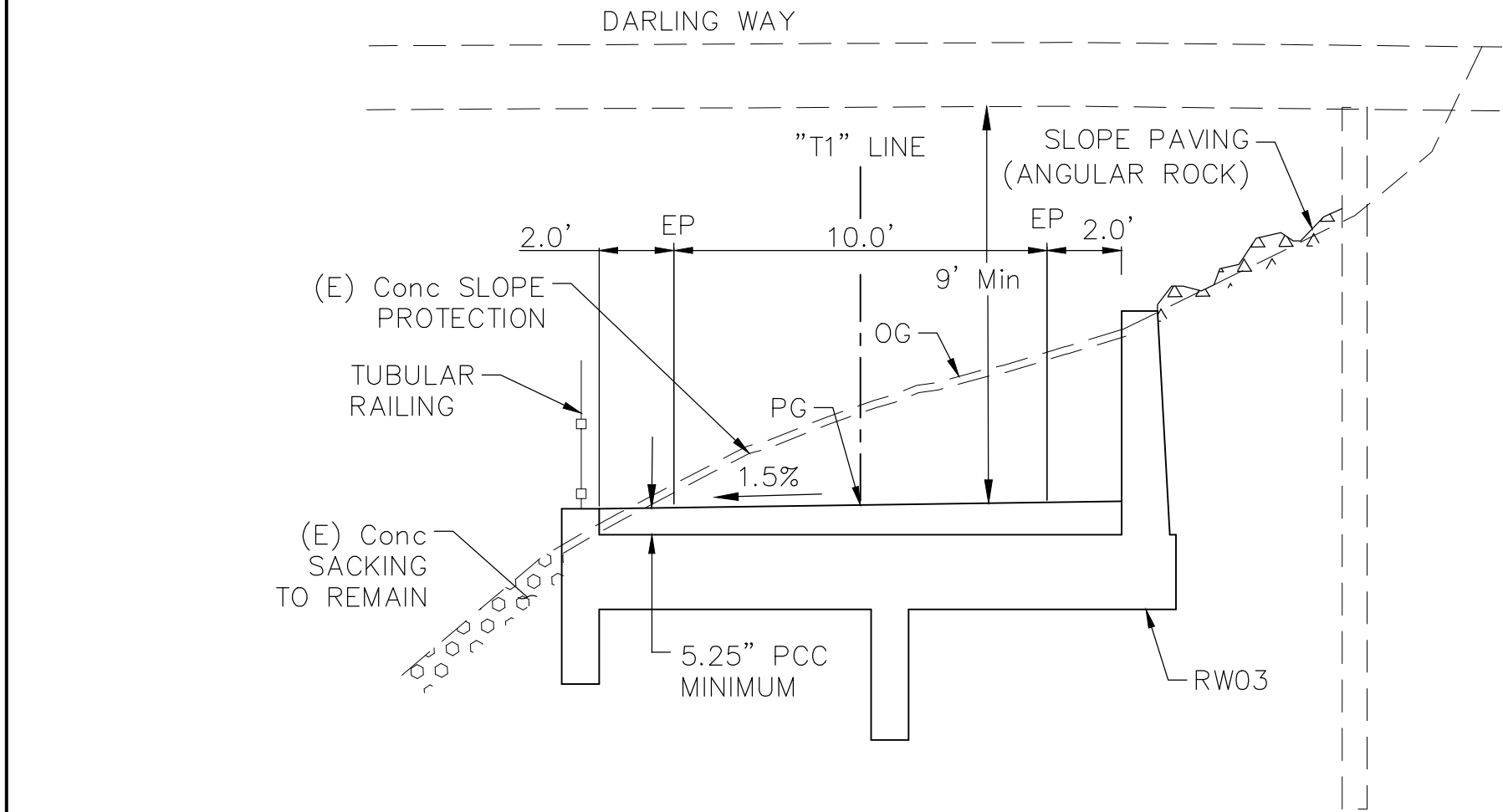
DRY CREEK GREENWAY EAST PHASE 1

TRAIL IMPROVEMENT PROJECT

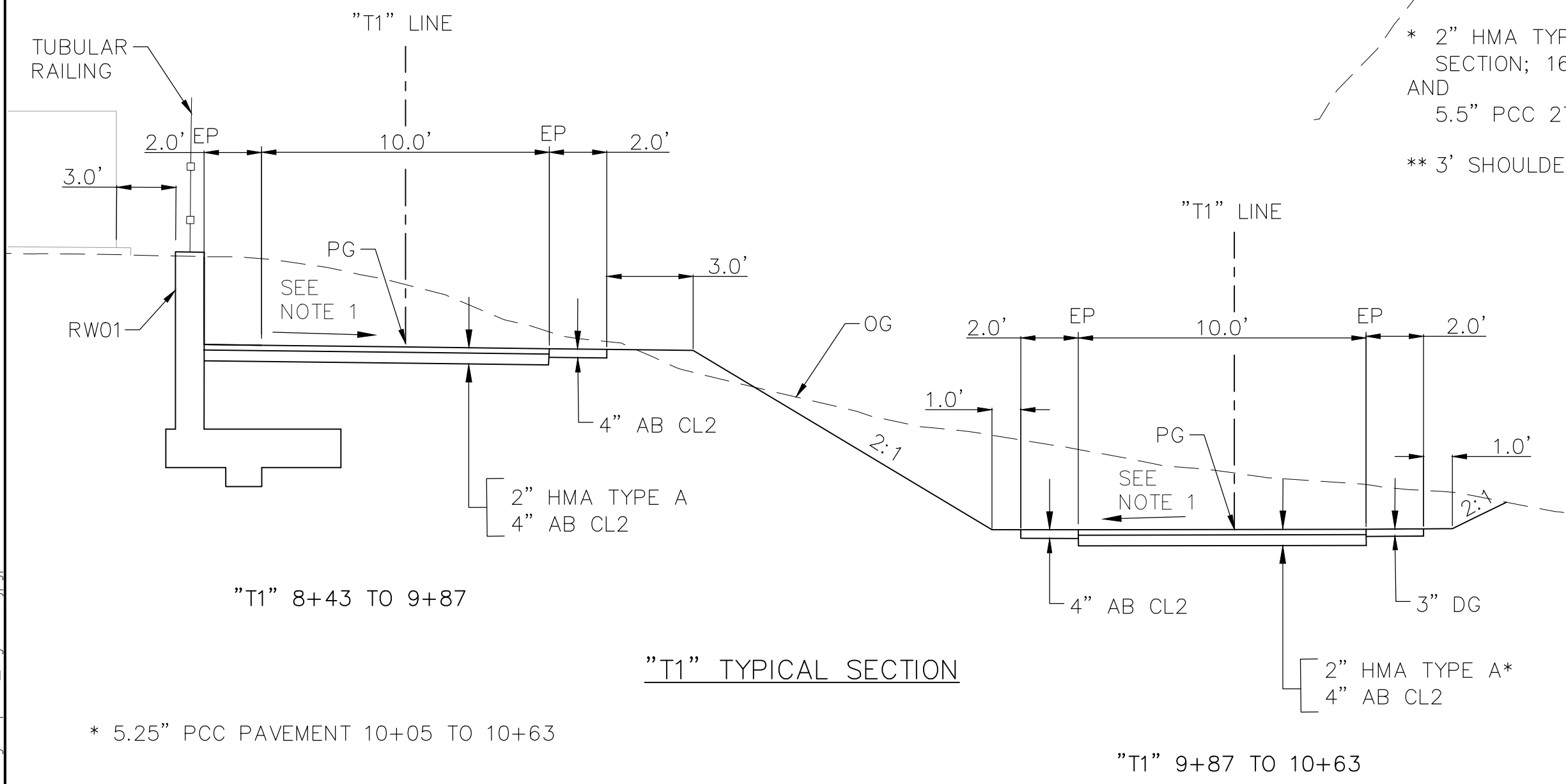
KEY MAP

NOTES:

1. CROSS SLOPE VARIES FROM 1.5% TO -1.5% , SEE SUPERELEVATION DIAGRAM ON PLAN AND PROFILE SHEETS
2. THE CONTRACTOR SHALL SCARIFY THE SUBGRADE TO A DEPTH OF 8" AT 90% RELATIVE COMPACTION. FOR ALL PAVEMENT AREAS AND AREA WHERE THE APPROACH FILLS ARE GREATER THAN 5' THE CONTRACTOR SHALL SCARIFY UPPER 6" AT 95% RELATIVE COMPACTION.
3. AB DEPTH VARIES BASED ON SOIL R-VALUES, SEE GEOTECHNICAL DESIGN REPORT.
4. PCC PAVEMENT SECTION WHERE TRAIL IS AT OR BELOW THE 10-YR WSE, SEE PLAN AND PROFILE SHEETS.
5. SEE RETAINING WALL AND BRIDGE PLANS FOR DETAILS NOT SHOWN.
6. ALL DISTURBED SOIL AREAS TO BE HYDROSEEDDED, SEE EROSION AND SEDIMENT CONTROL PLANS.
7. WHERE PROFILE GRADE IS GREATER THAN 4% , SHOULDERS SHALL ONLY BE 4" AGGREGATE BASE CLASS II.
8. ALL TYPICAL SECTIONS SHOWN HAVE A TRAFFIC INDEX (TI) OF 4.0 AND CAN SUPPORT 30,000 POUNDS.
9. FOR RSP DETAILS SEE RW SHEETS.



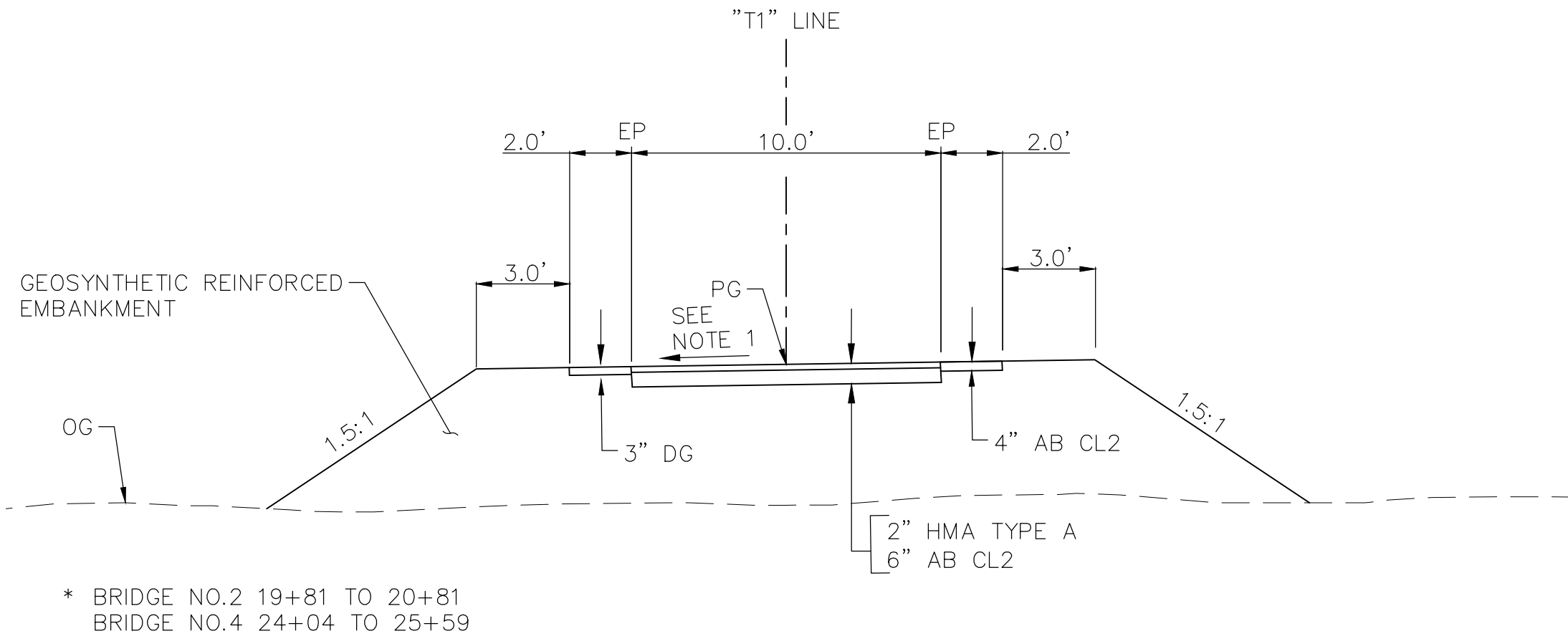
T1 TYPICAL SECTION
T1 10+63 TO 11+86



T1 TYPICAL SECTION

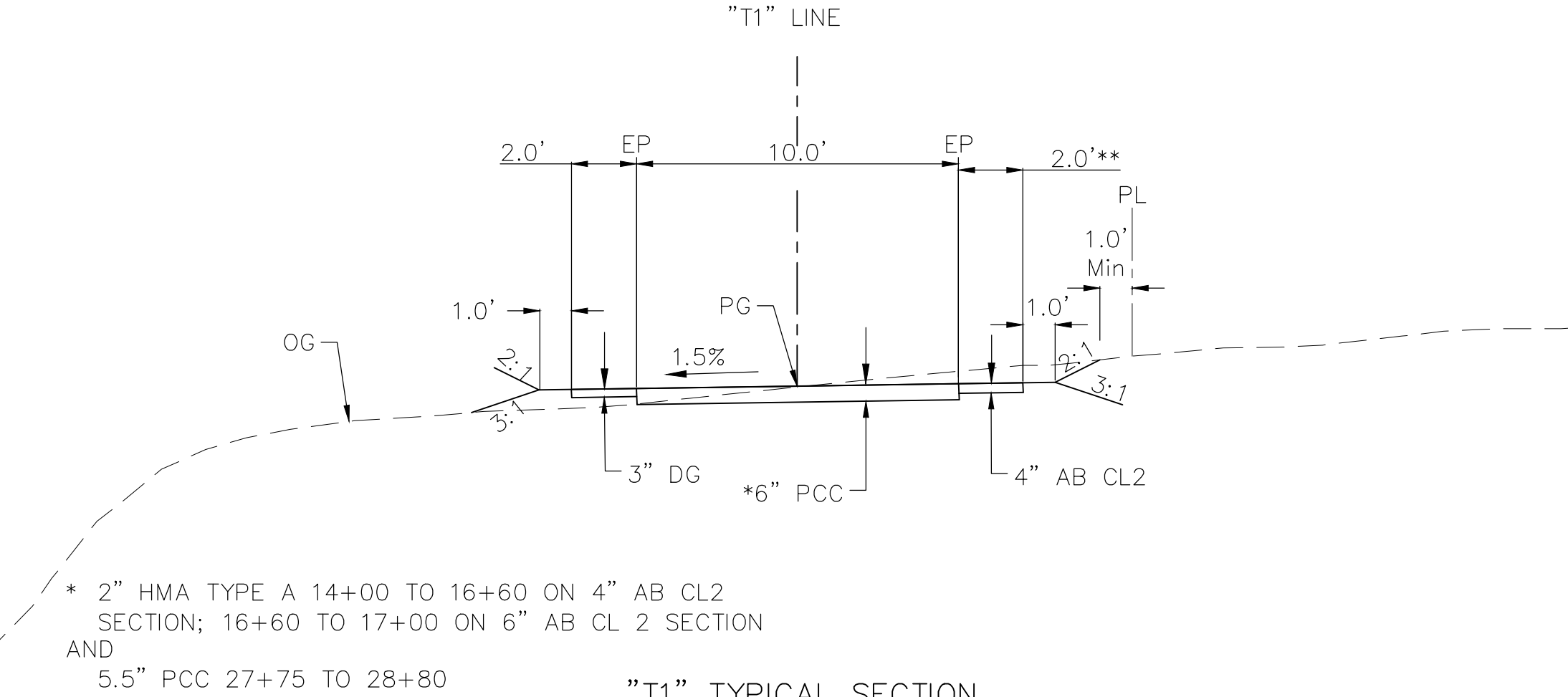
* 5.25" PCC PAVEMENT 10+05 TO 10+63

T1 9+87 TO 10+63



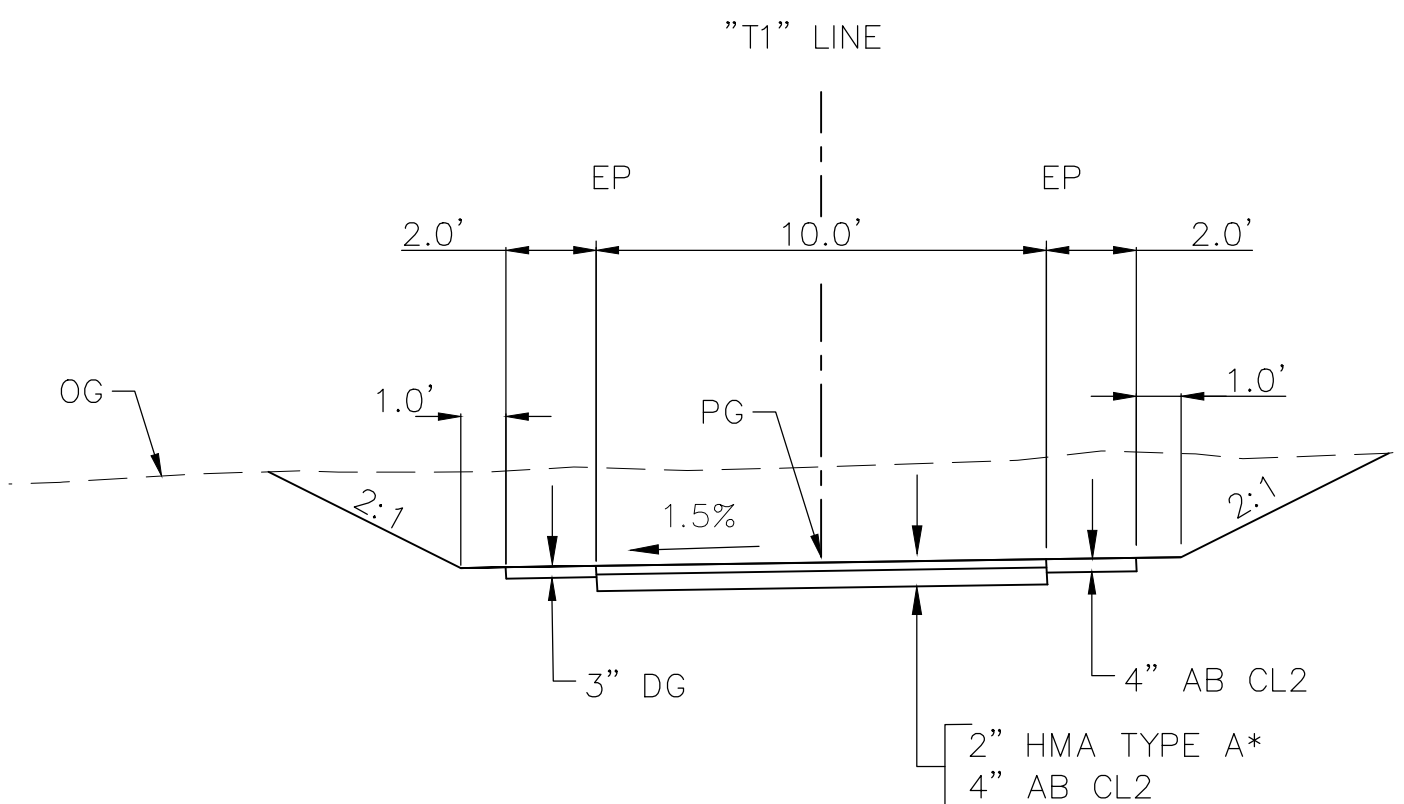
T1 TYPICAL SECTION
T1 20+81 TO 24+04
T1 17+00 TO 19+81

* BRIDGE NO.2 19+81 TO 20+81
BRIDGE NO.4 24+04 TO 25+59



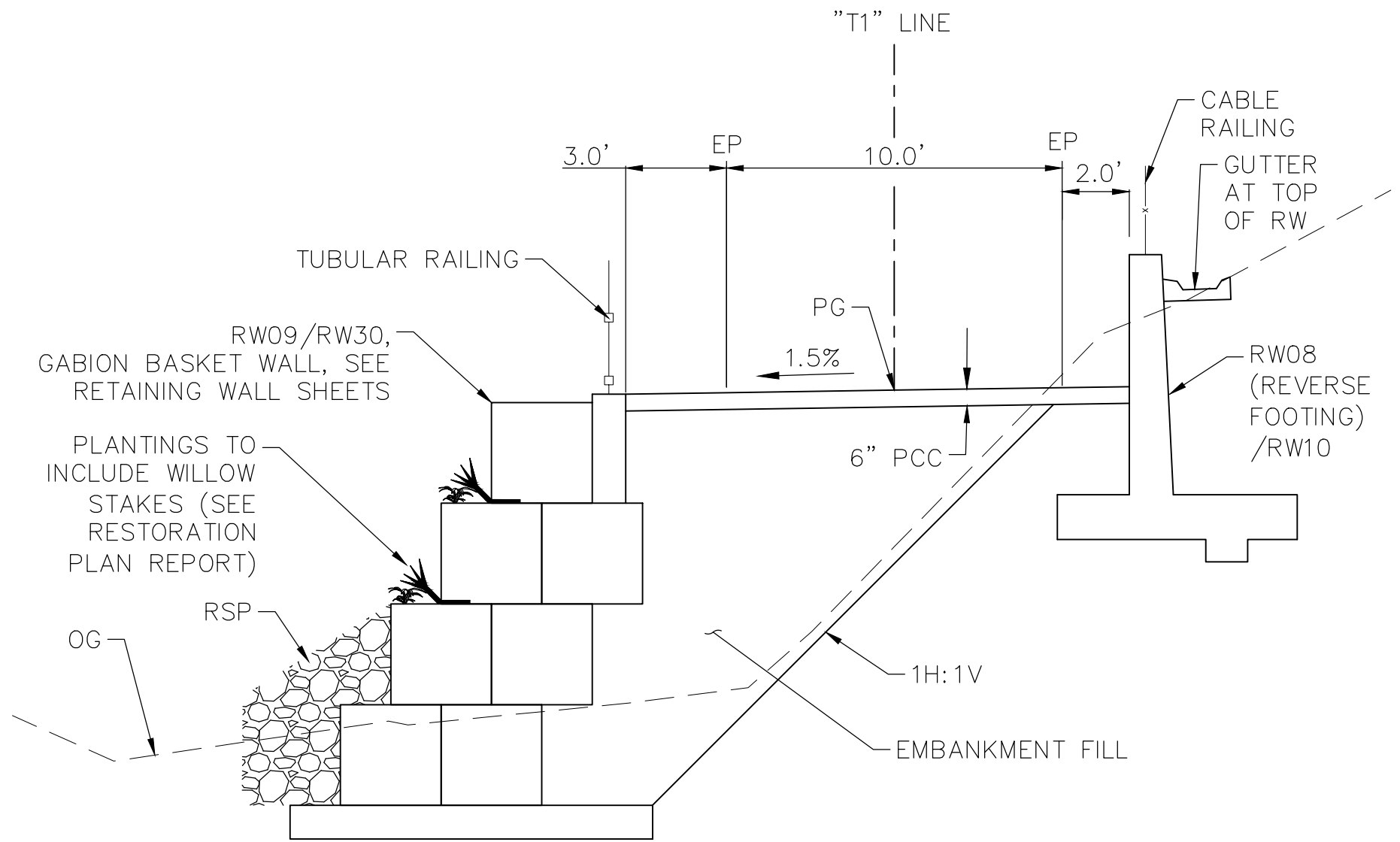
T1 TYPICAL SECTION
T1 34+27 TO 36+20
T1 31+88 TO 32+95
T1 27+75 TO 30+50
T1 14+00 TO 17+00

* 2" HMA TYPE A 14+00 TO 16+60 ON 4" AB CL2
SECTION; 16+60 TO 17+00 ON 6" AB CL 2 SECTION
AND
5.5" PCC 27+75 TO 28+80
** 3' SHOULDER FROM 15+61 TO 16+61

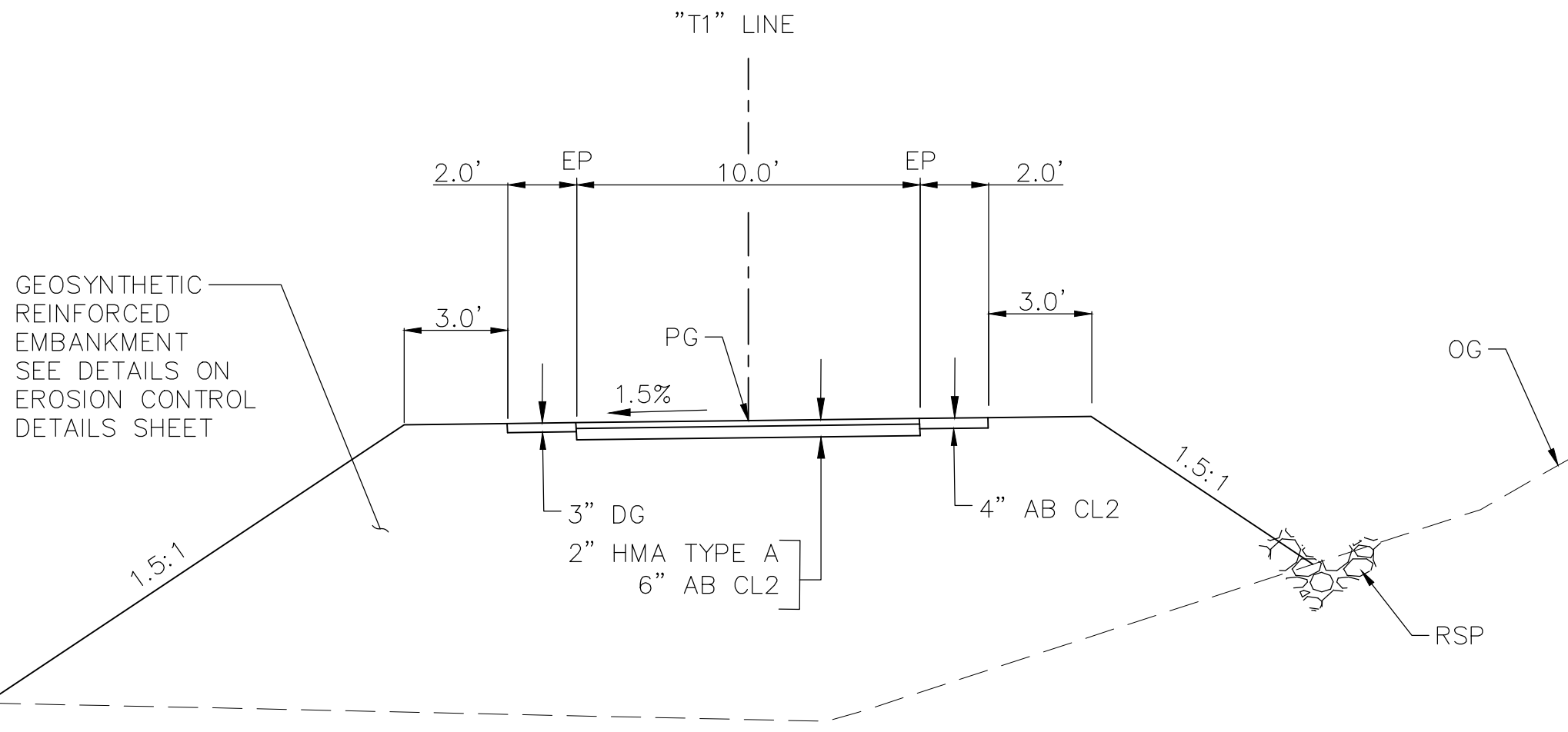


T1 TYPICAL SECTION
T1 11+86 TO 14+00

* 5.25" PCC PAVEMENT 11+86 TO 12+74



T1 TYPICAL SECTION
T1 32+95 TO 34+27
T1 30+50 TO 31+88



T1 TYPICAL SECTION
T1 25+59 TO 27+75

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.	SEE NOTES

FIELD BOOK

CITY# 400022



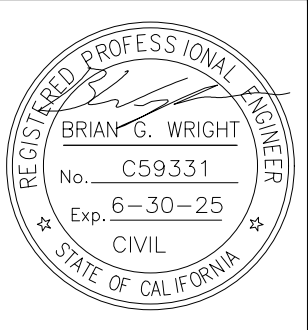
PSOMAS

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023

CHECKED BY: BRIAN WRIGHT DATE 05/2023

DRAWN BY: AMENAH ALKAWAZ DATE 05/2023



DRY CREEK GREENWAY EAST PHASE 1

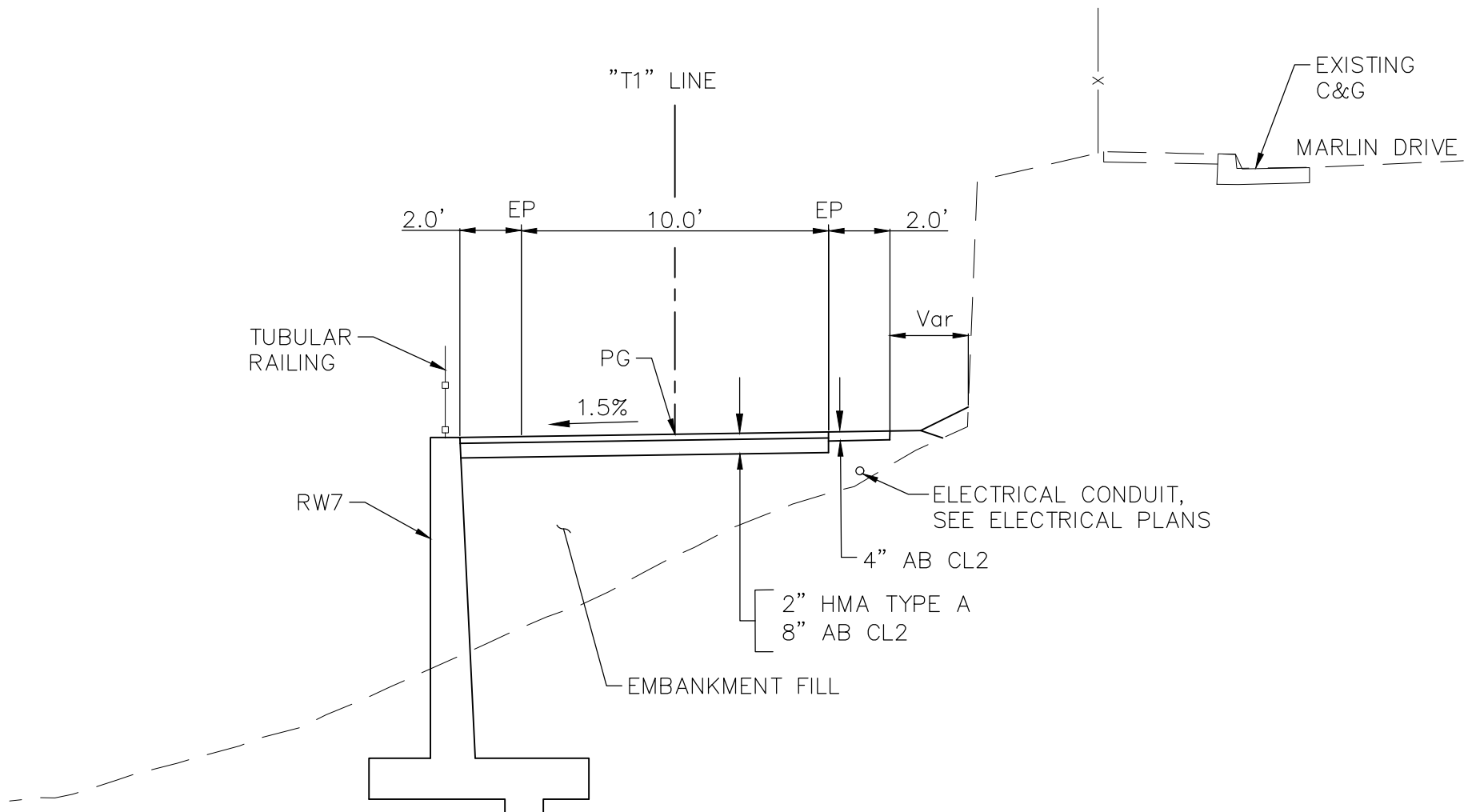
TRAIL IMPROVEMENT PROJECT

TYPICAL SECTIONS

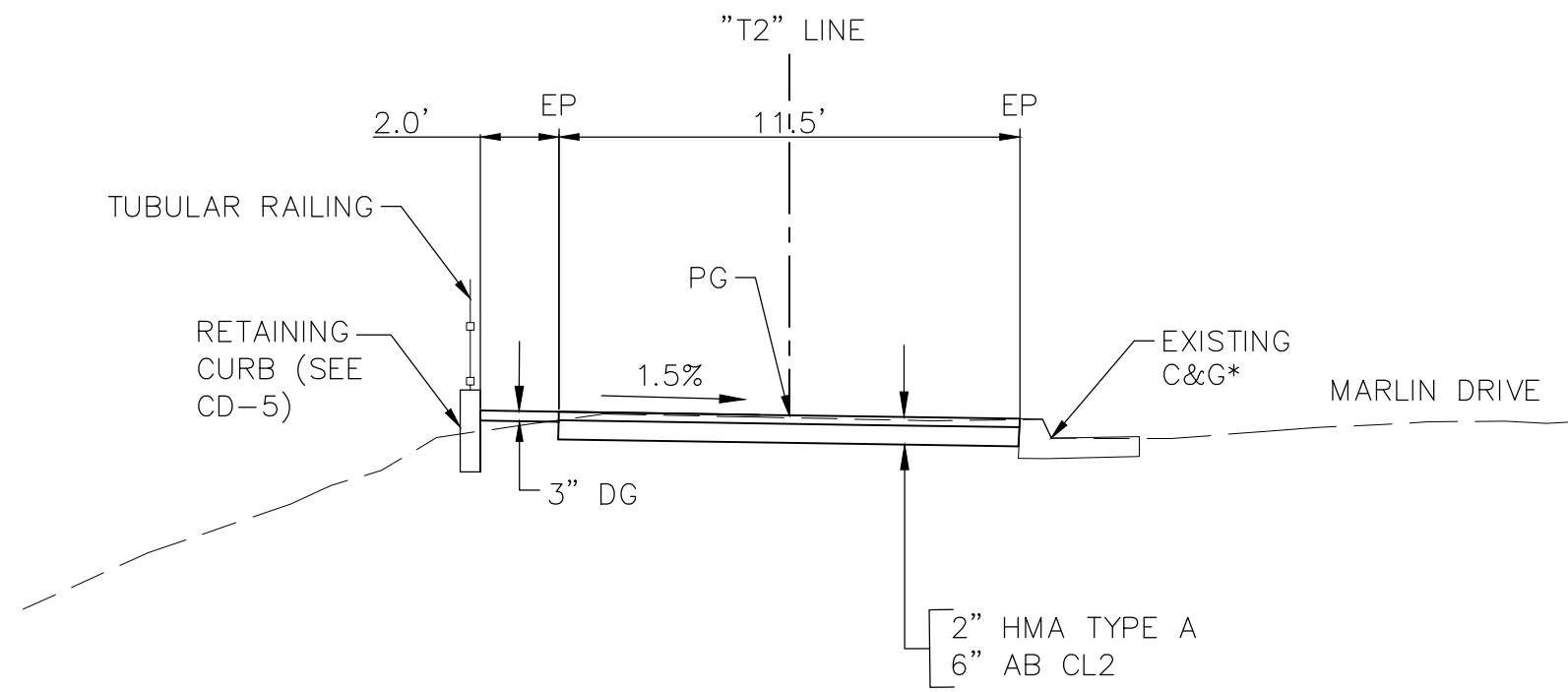
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Images: cropped COR block logo.tif\\cropped COR block logo.tif\\Macro_Signature.jpg

NOTES:

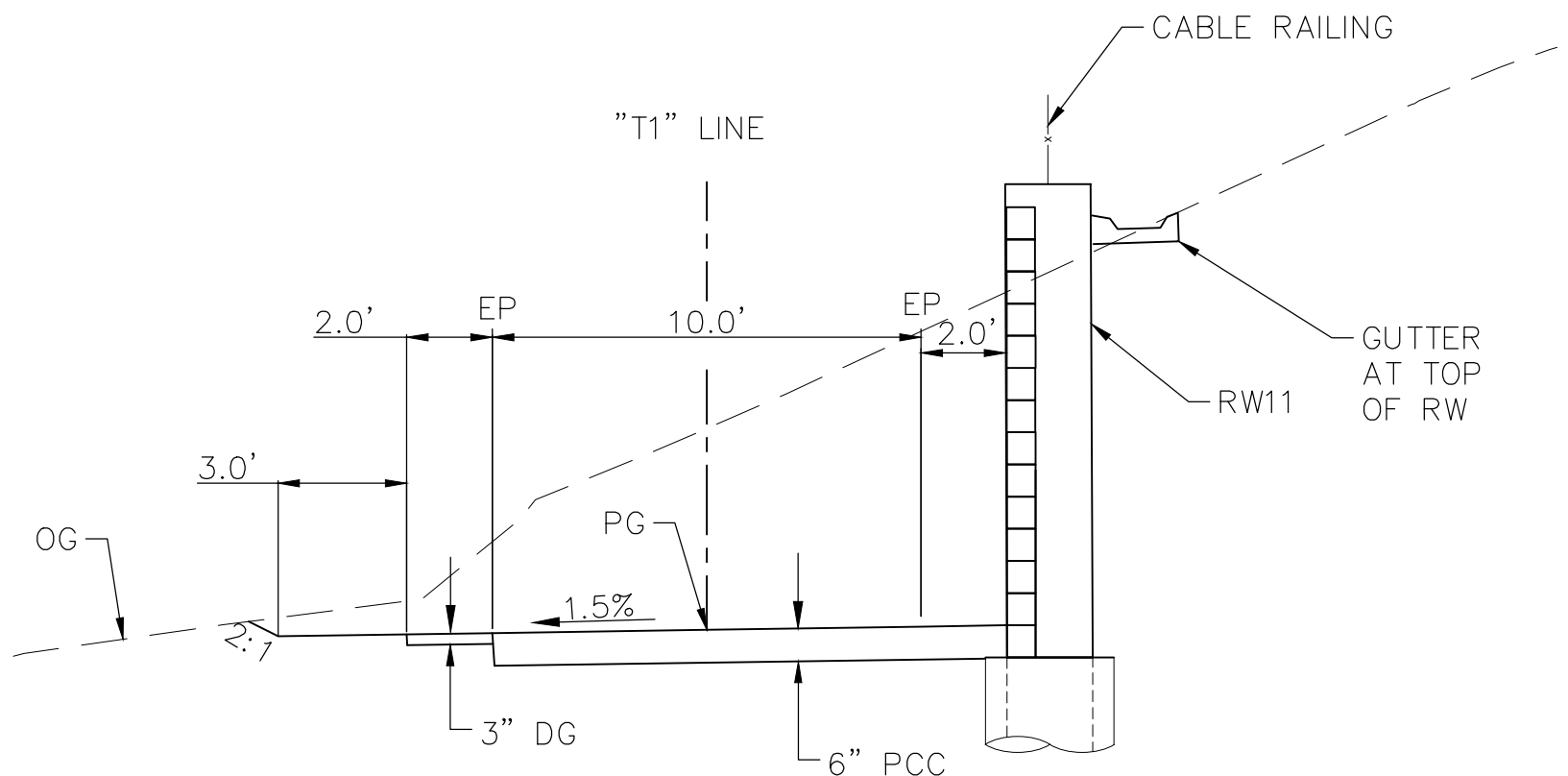
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- FOR RSP DETAILS SEE RW SHEEETS.



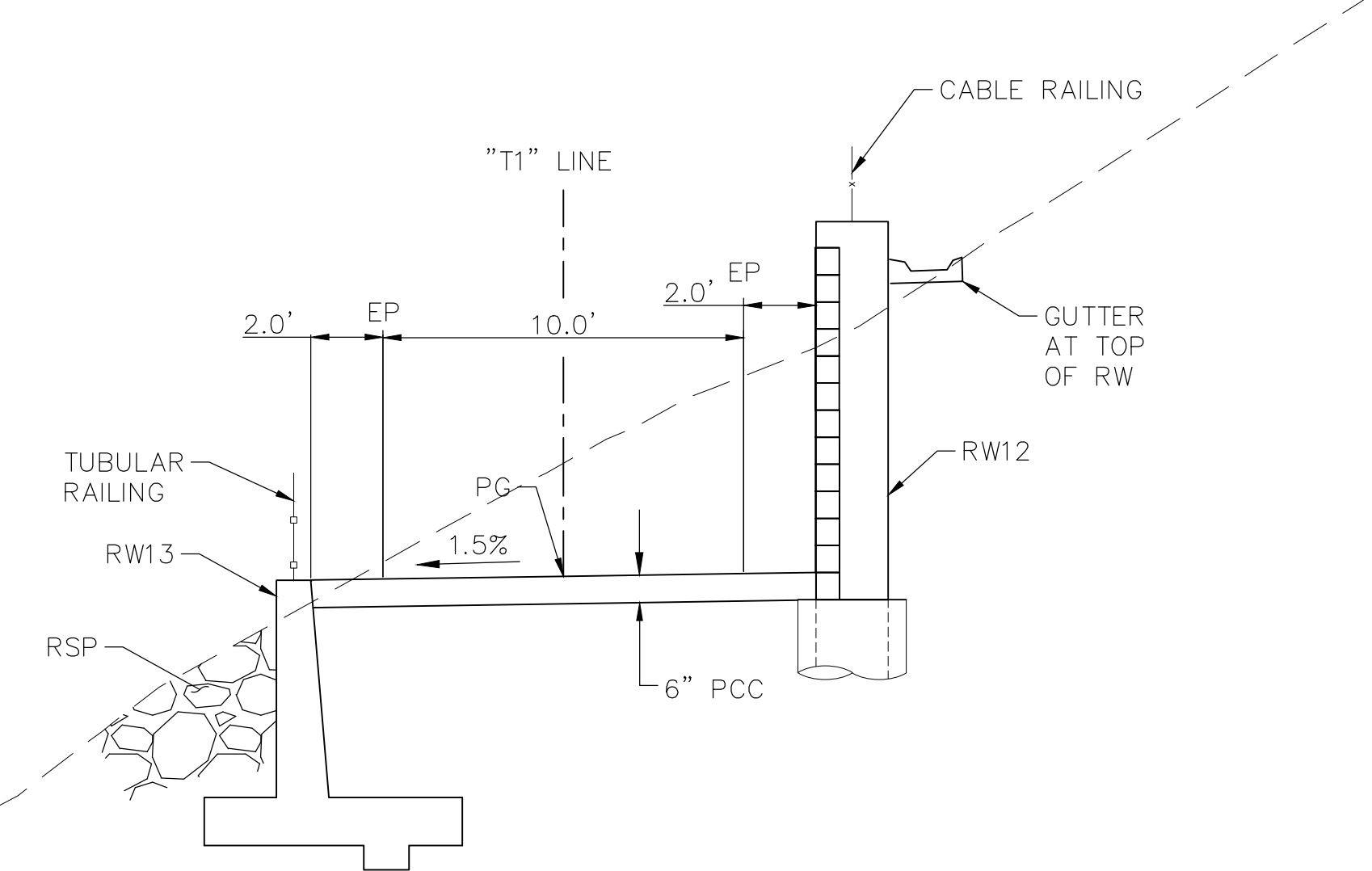
"T1" TYPICAL SECTION
"T1" 54+65 TO 57+00



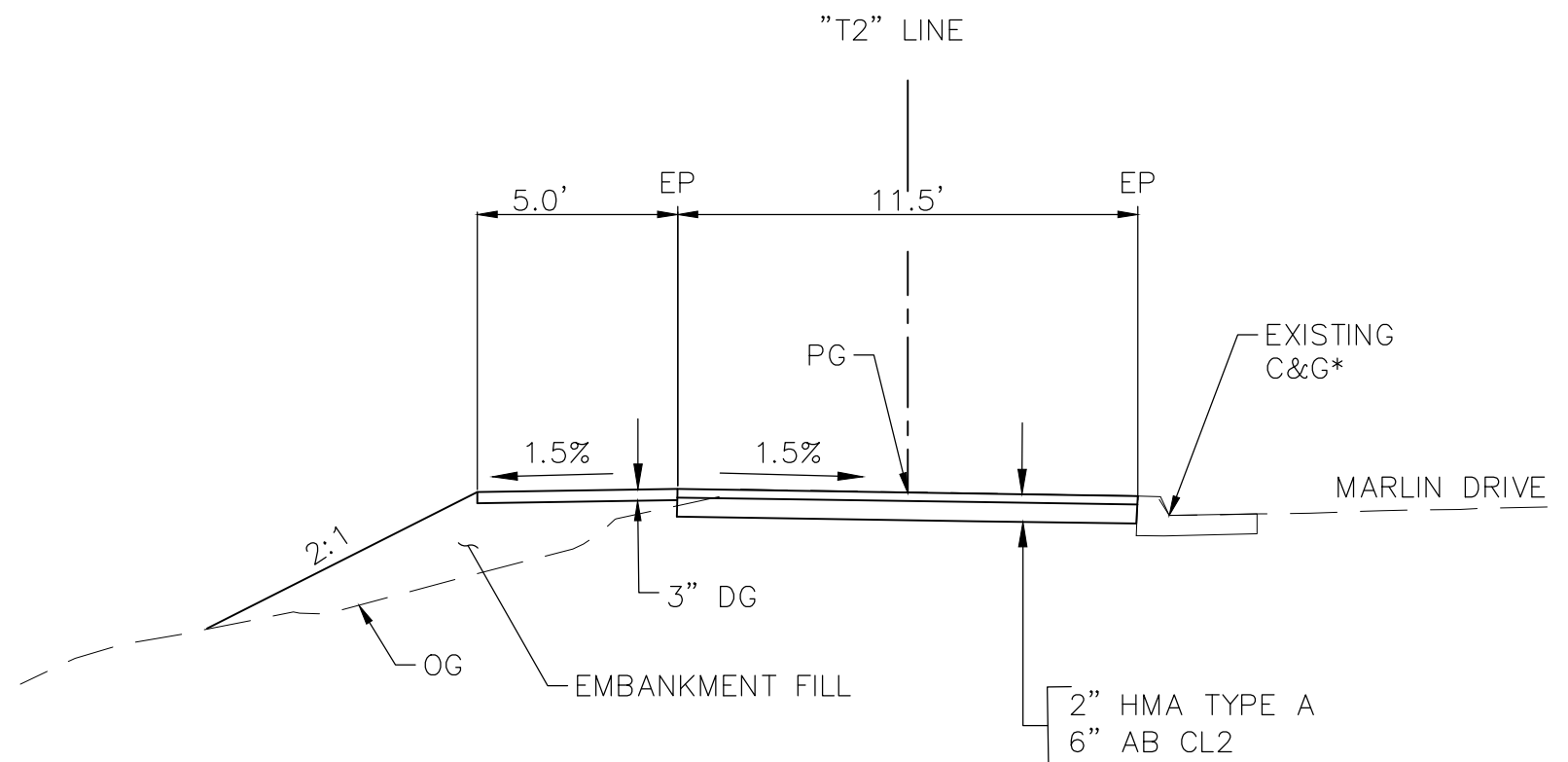
"T2" TYPICAL SECTION
"T2" 70+87 TO 71+75
"T2" 69+50 TO 69+89
"T2" 67+80 TO 68+75
"T2" 62+52 TO 63+60



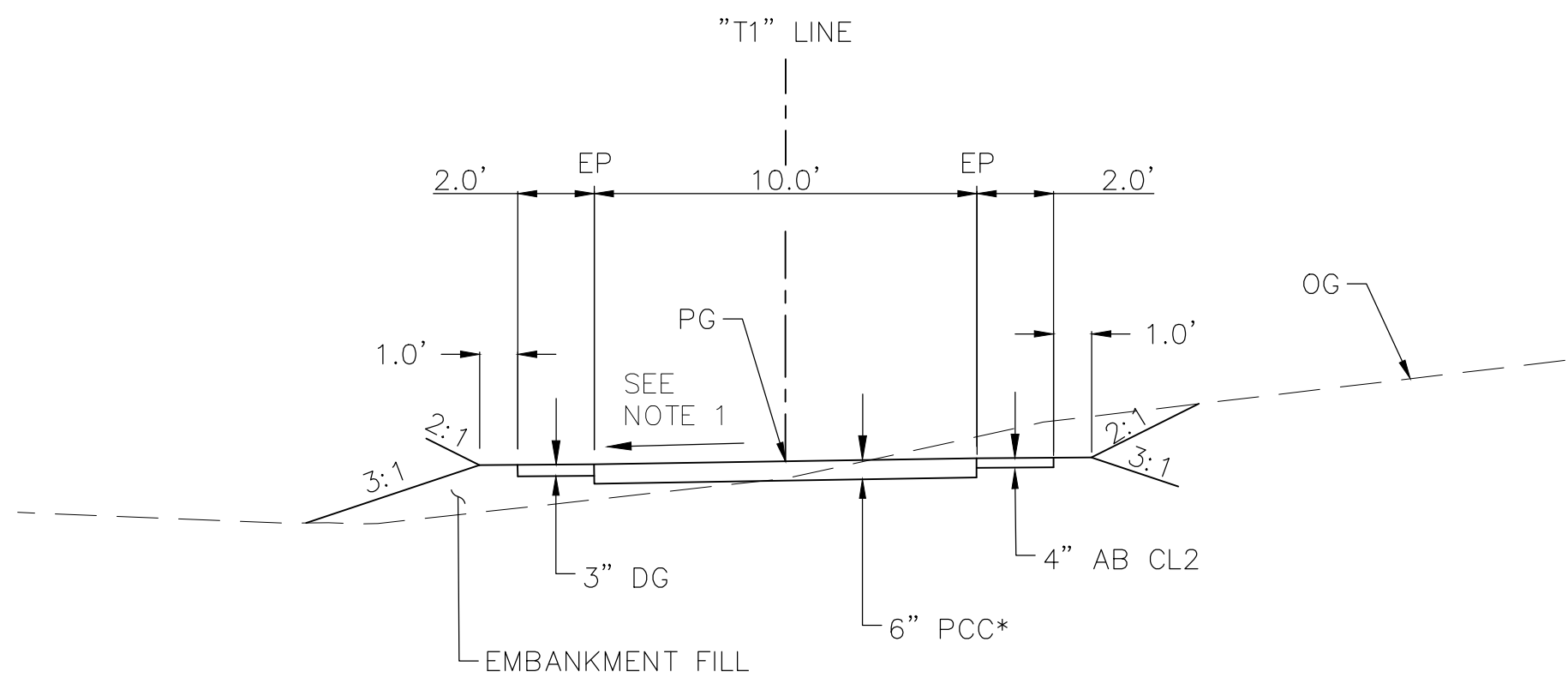
"T1" TYPICAL SECTION
"T1" 45+80 TO 47+36



"T1" TYPICAL SECTION
"T1" 50+82 TO 52+21

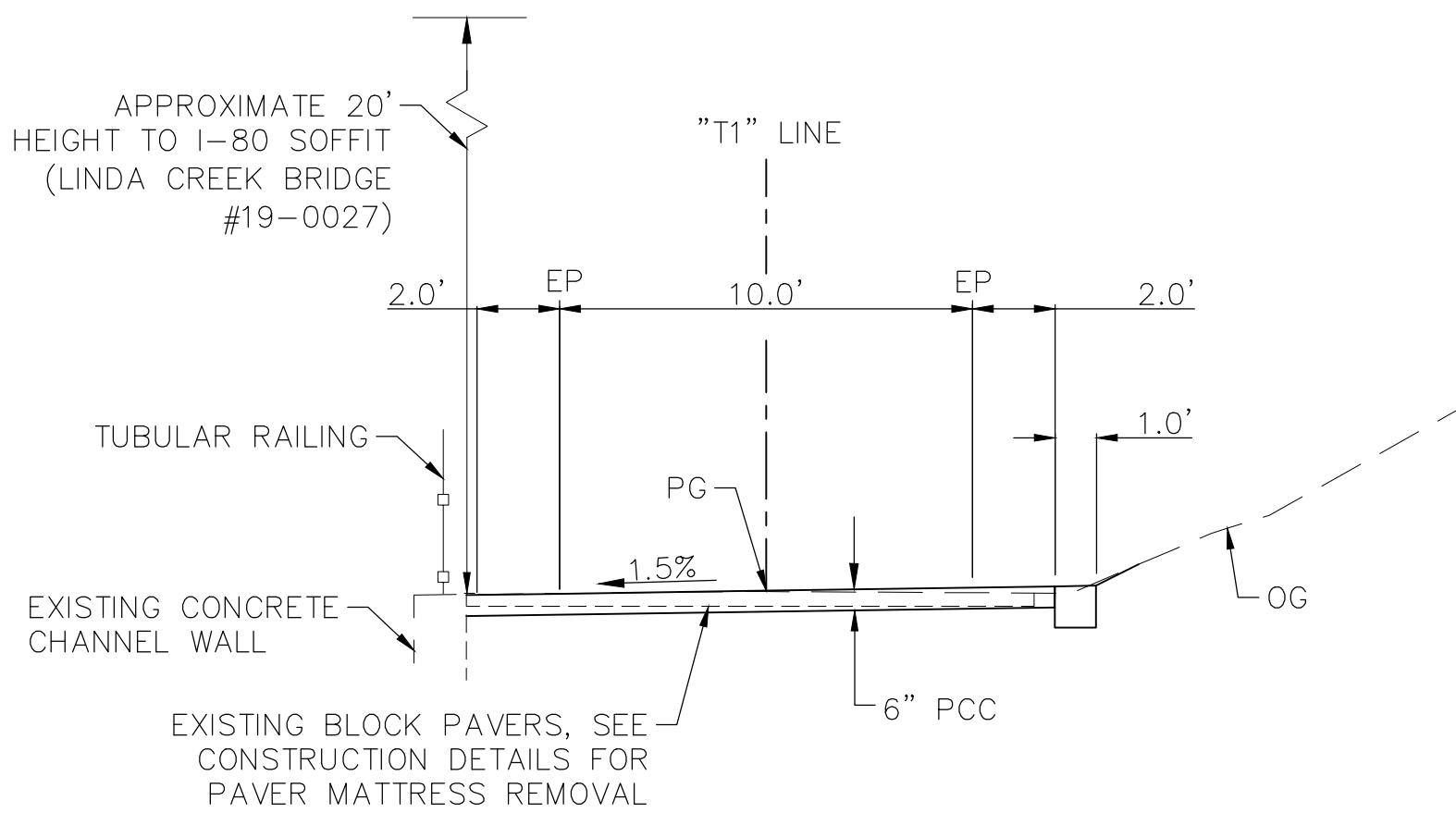


"T2" TYPICAL SECTION
"T2" 69+89 TO 70+87
"T2" 68+75 TO 69+50
"T2" 63+60 TO 67+80
"T2" 61+82 TO 62+52

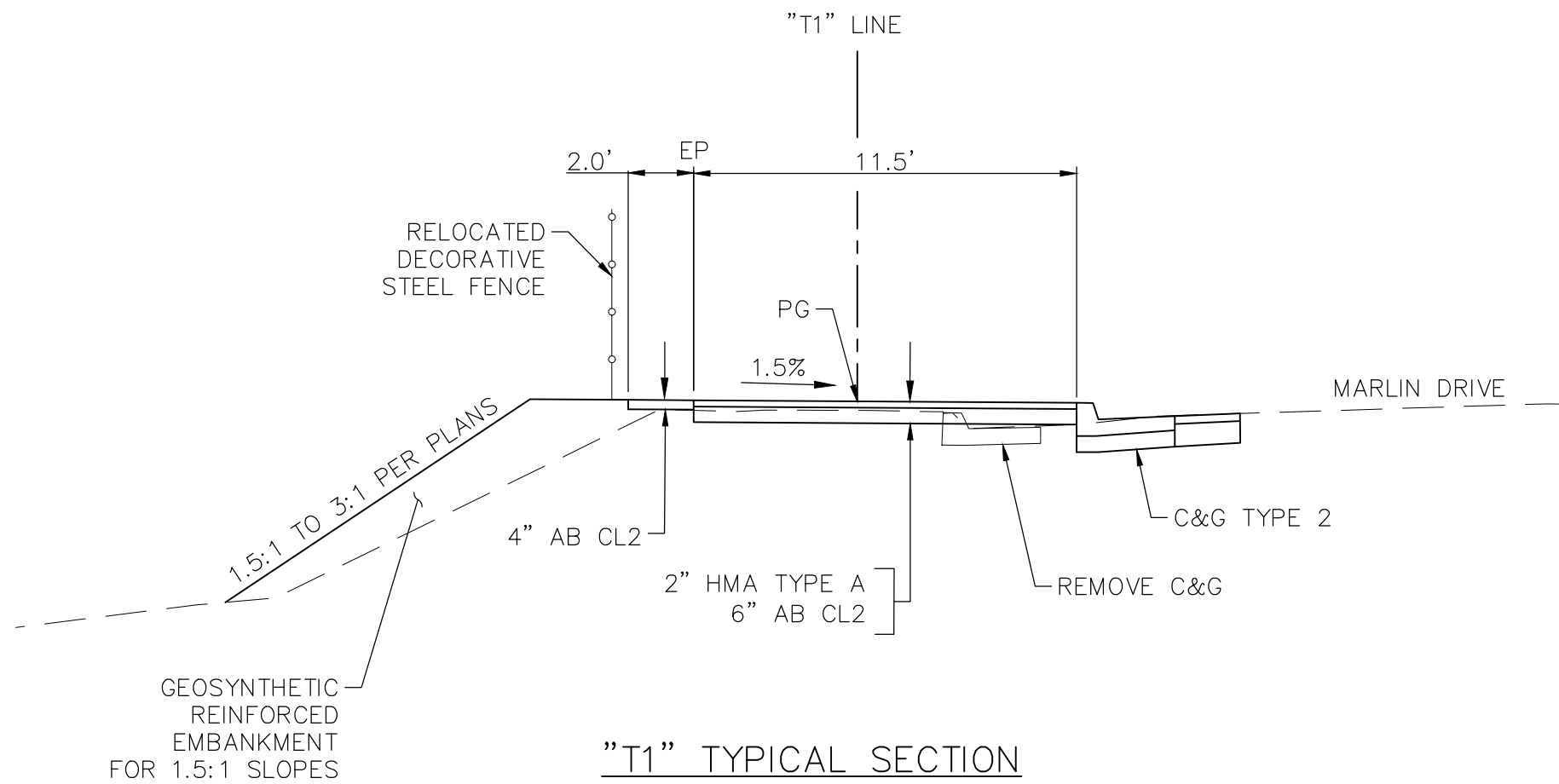


* 2" HMA TYPE A 53+06 TO 54+65 ON 8" AB CL2
AND
5.25" PCC 36+20 TO 44+00

"T1" TYPICAL SECTION
"T1" 52+21 TO 54+65
"T1" 47+36 TO 48+14
"T1" 36+20 TO 45+80



"T1" TYPICAL SECTION
"T1" 48+14 TO 50+82
(I-80 UNDERCROSSING)



"T1" TYPICAL SECTION
"T1" 57+00 TO 62+15

Xrefs: DCBT-C-BORDER(DCBT-C-RD)-TPG-DryCreek_Topo-All(DCBT-X-PLD)DCBT-C-TOPO-ADDITIONS 20-103-LWD_Base
Images: cropped COR block logo.tifcropped COR block logo.tifMacro_Signature.jpg

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. SEE NOTES
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FIELD BOOK
SCALE
HORIZ. N.T.S.
VERT. N.T.S.

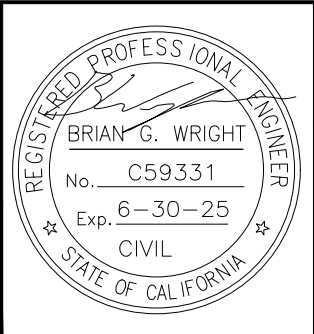
CITY# 400022

CITY OF
ROSEVILLE
CALIFORNIA

PSOMAS

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023
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DRAWN BY: AMENAH ALKAWAZ DATE 05/2023



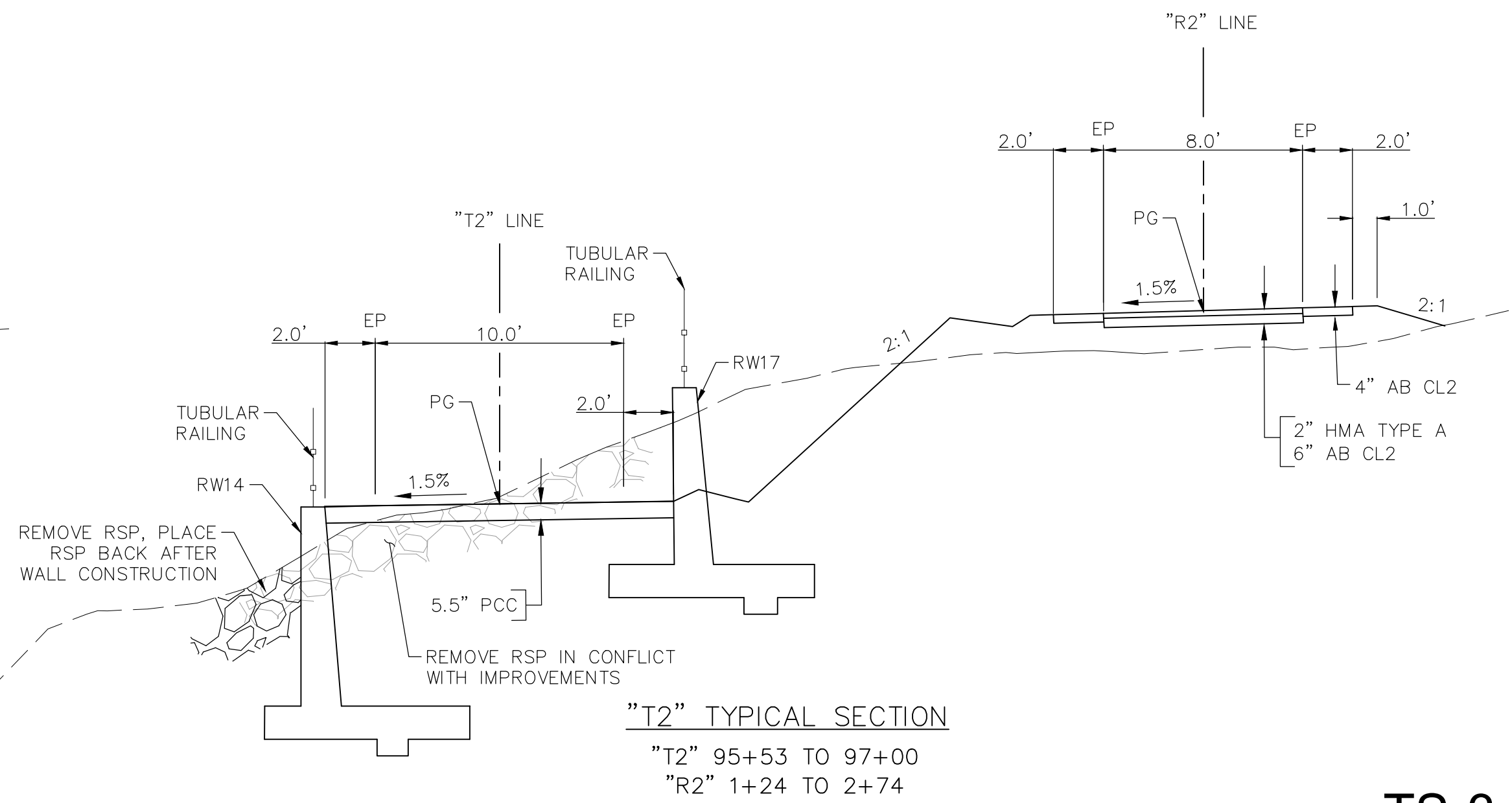
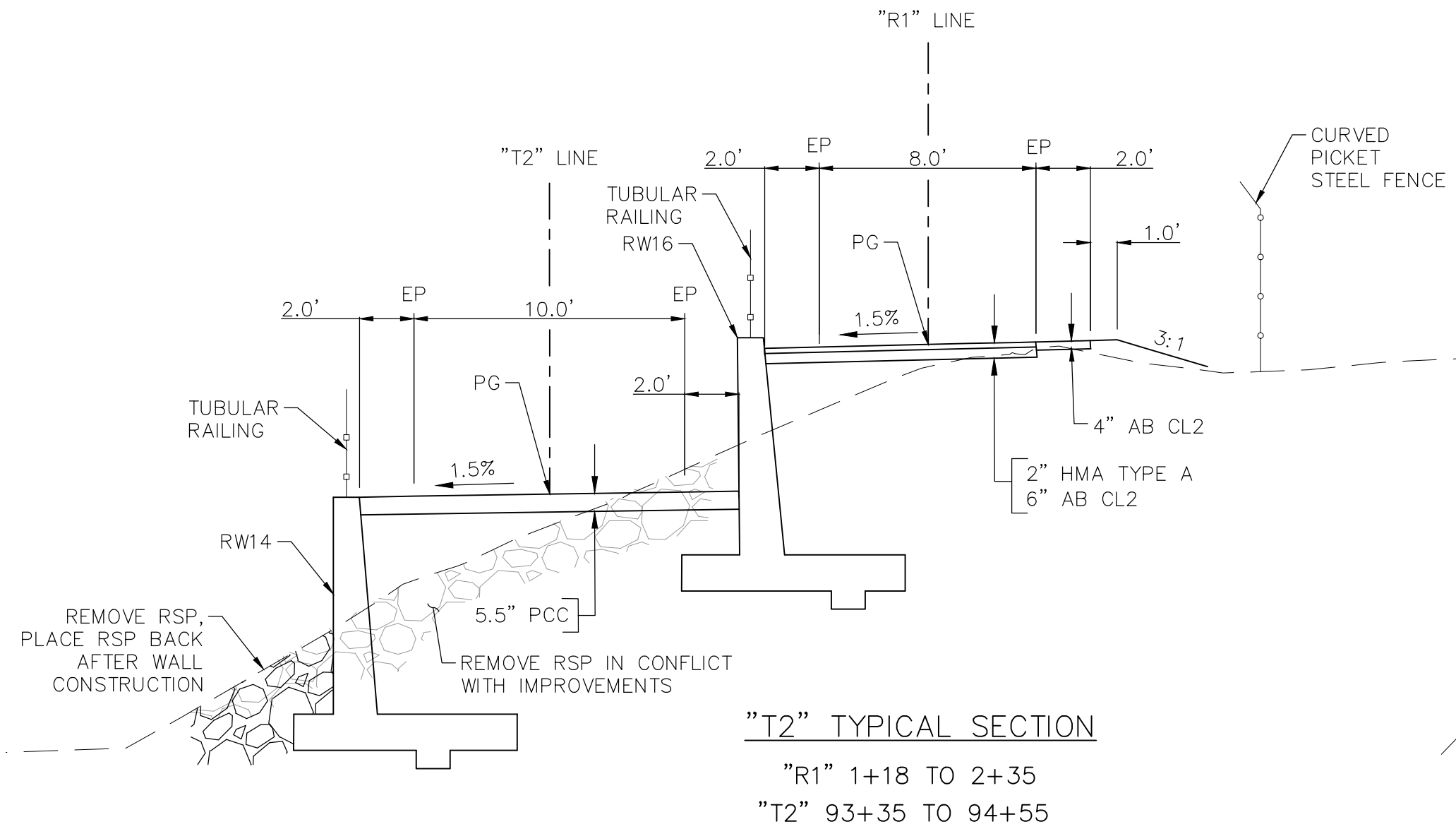
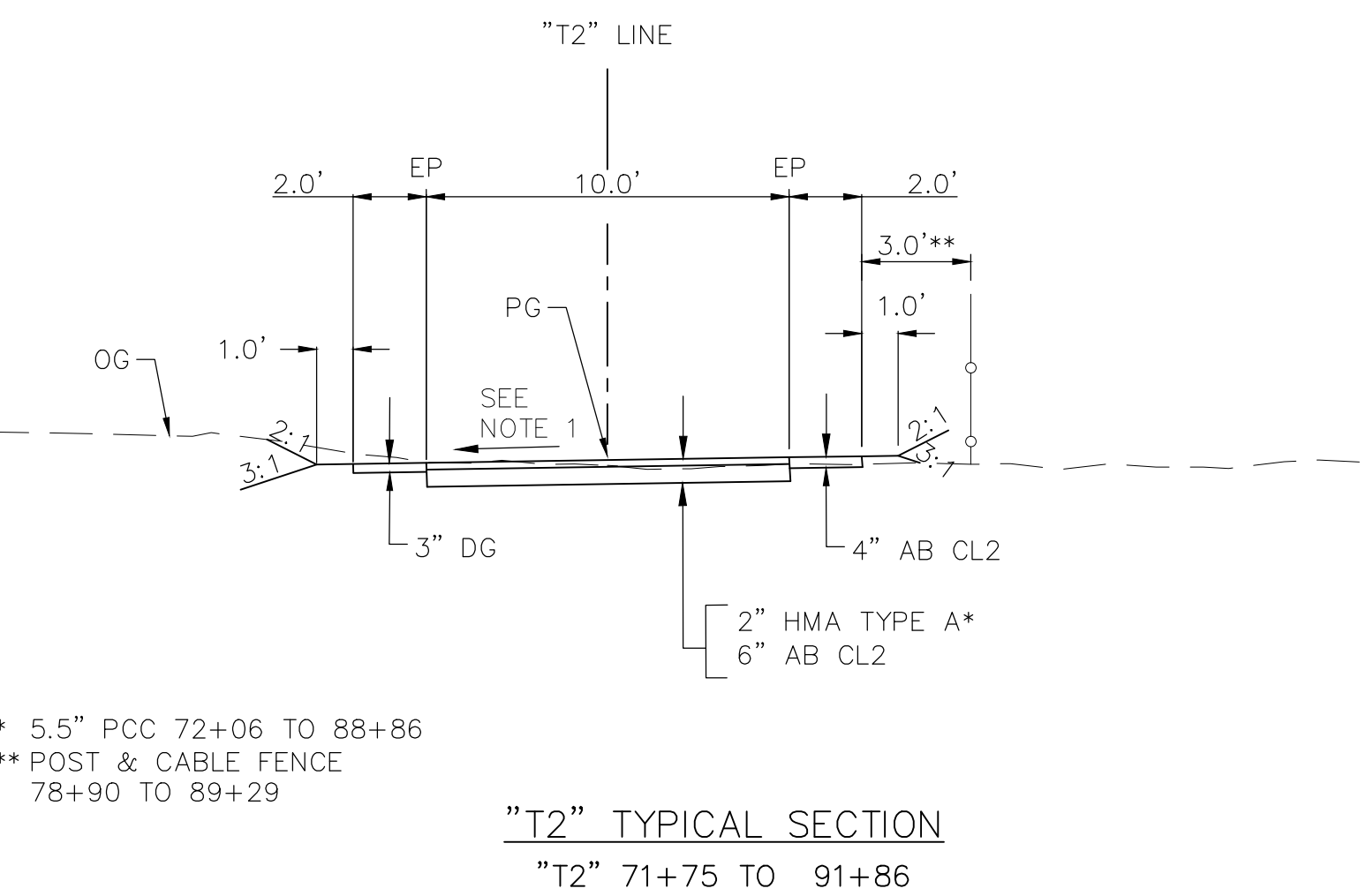
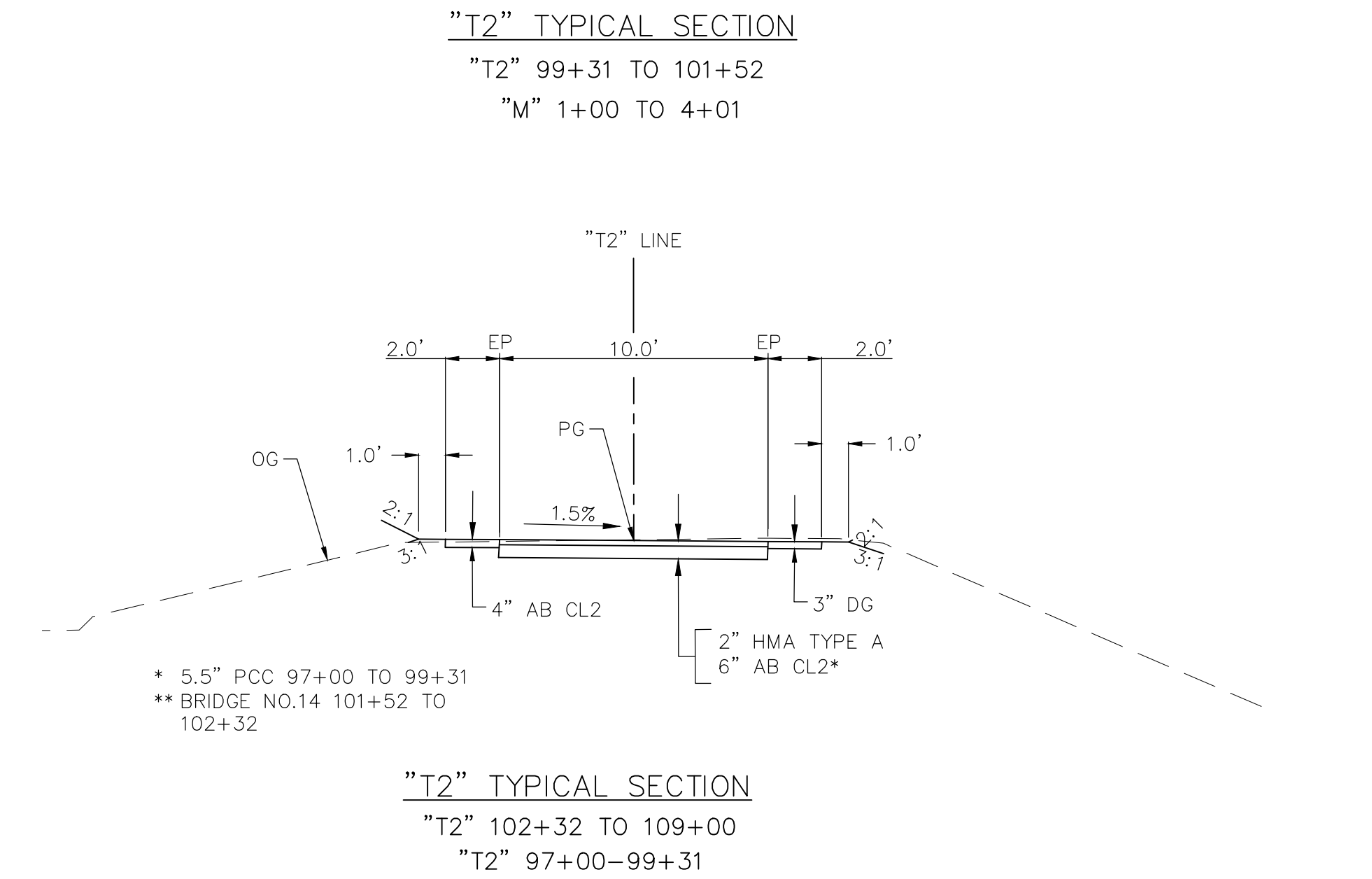
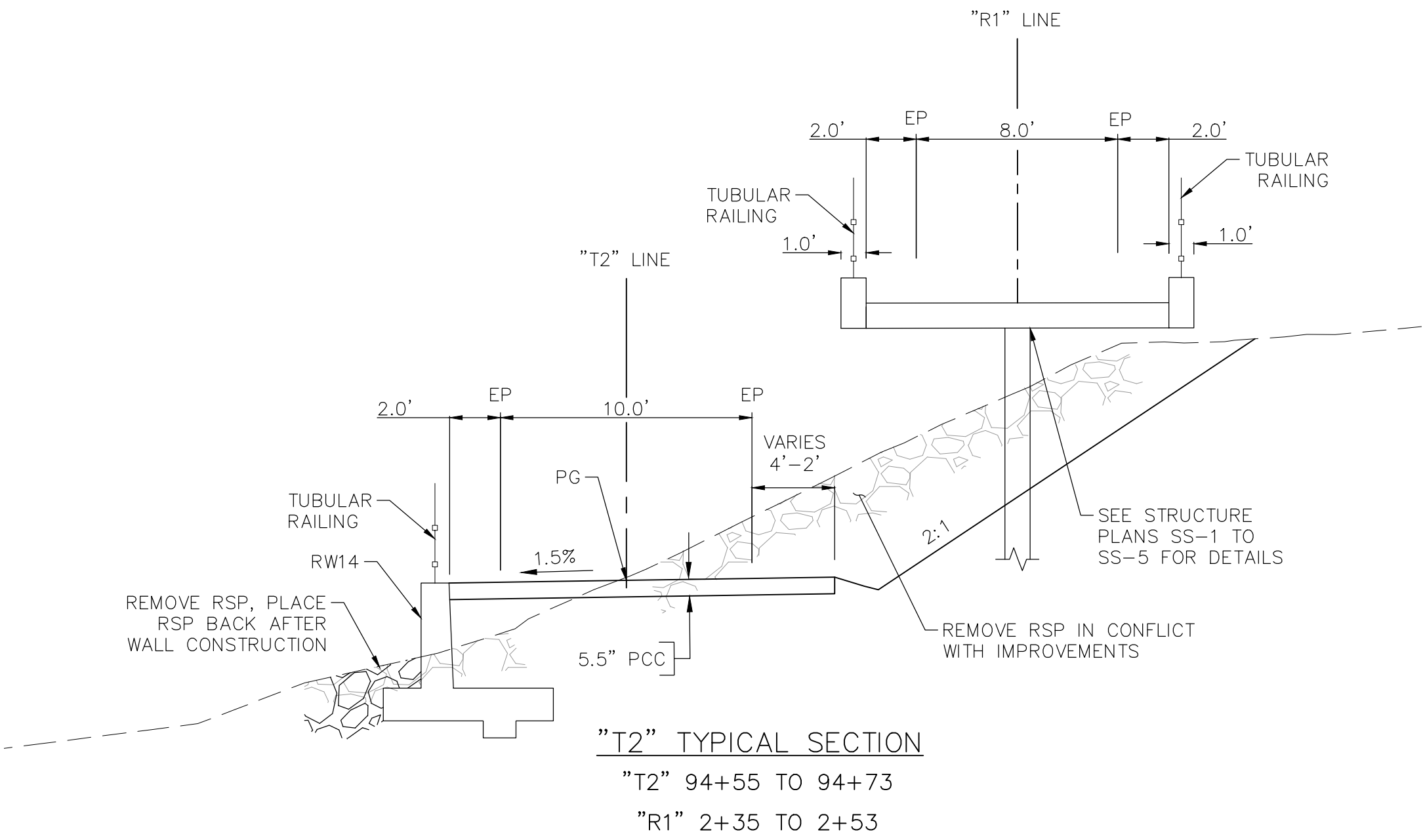
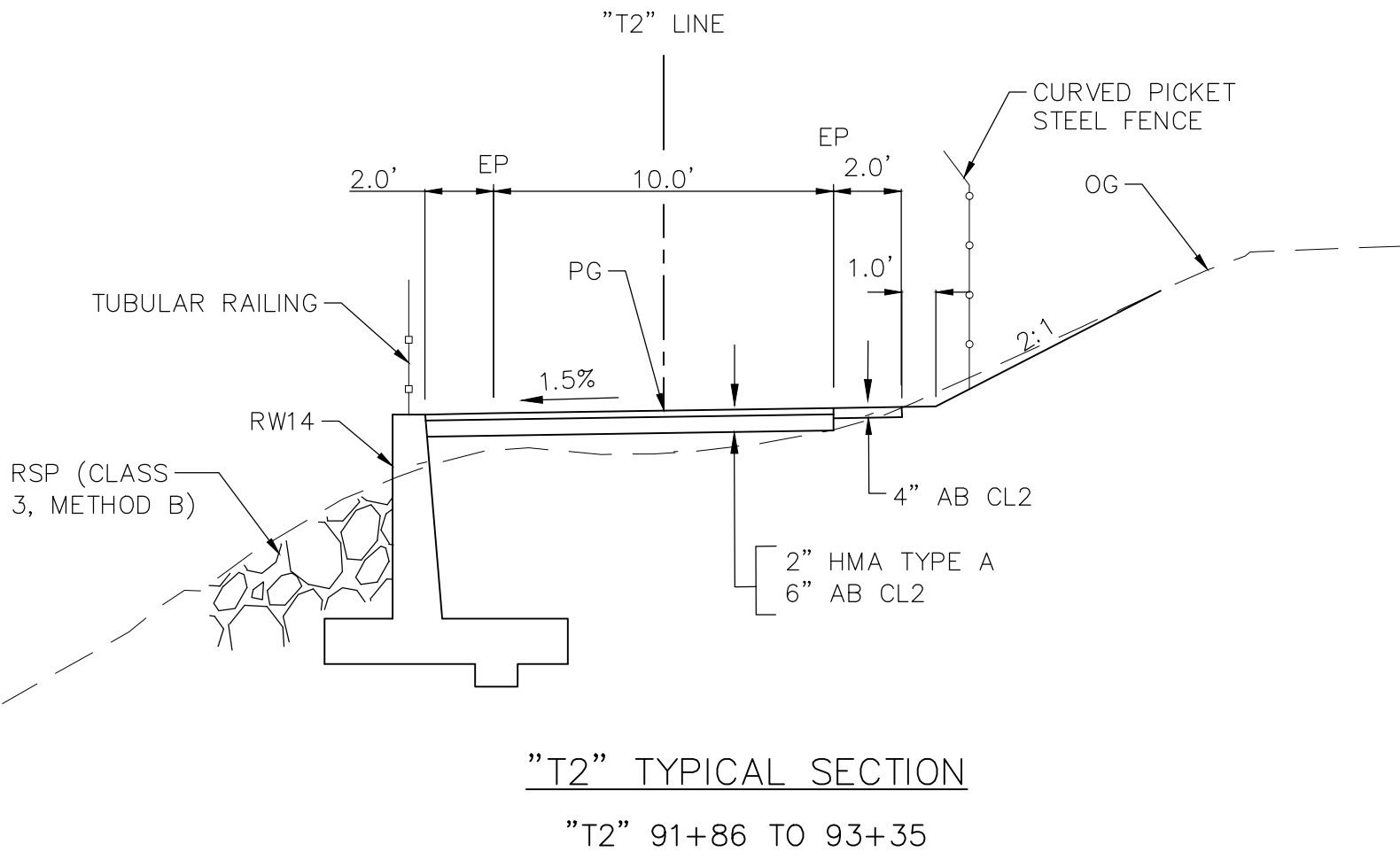
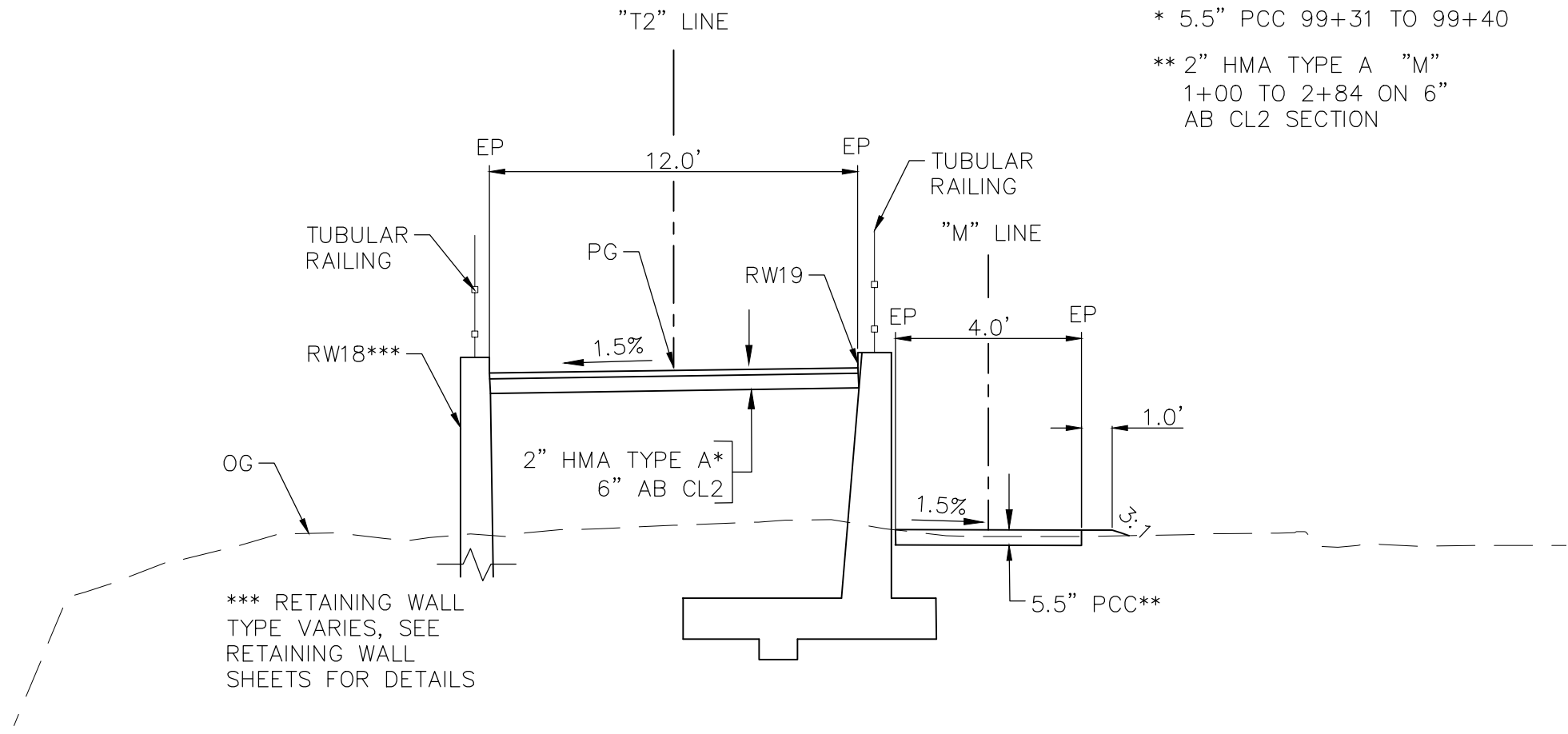
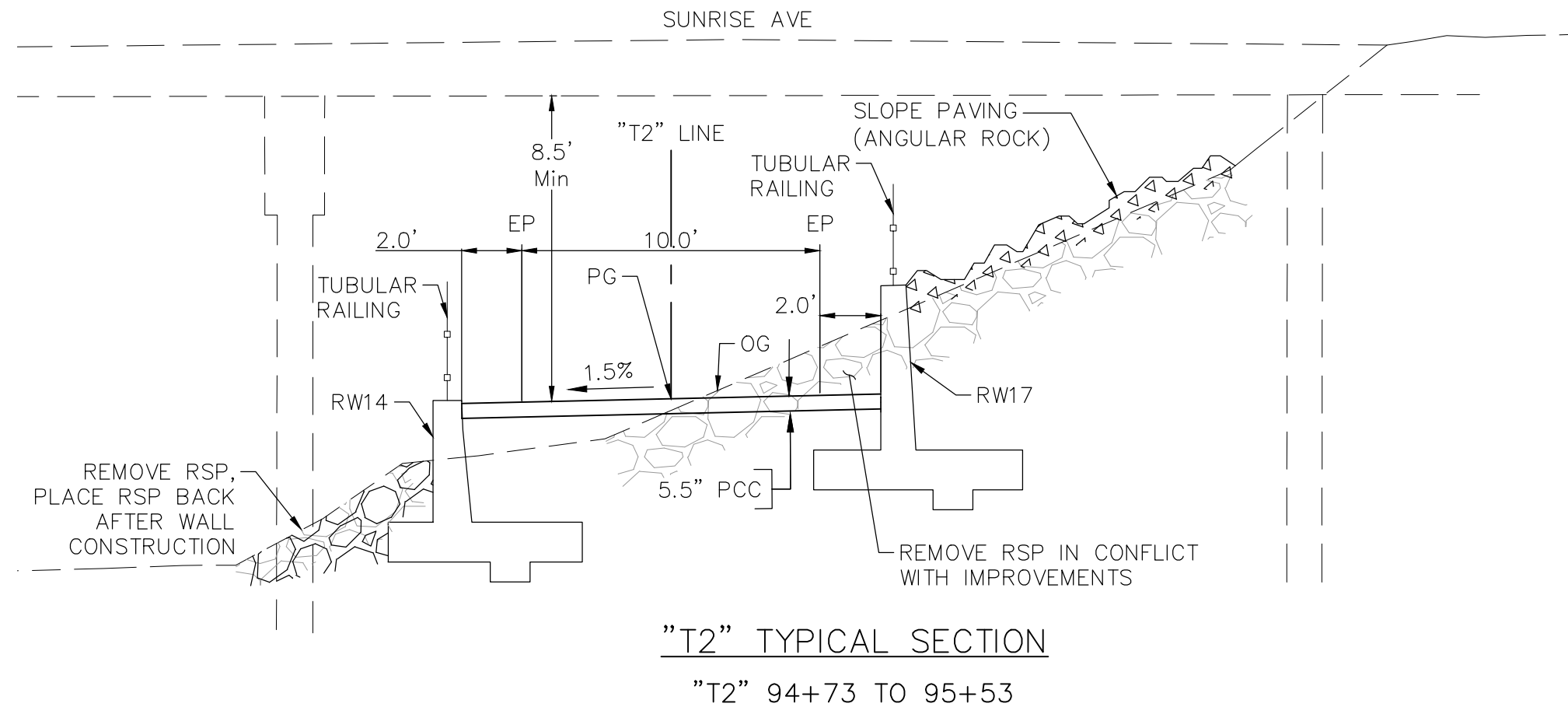
**DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
TYPICAL SECTIONS**

TS-2

SHEET
11
OF
168

NOTES:

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Images: cropped COR block logo.tifcropped COR block logo.tifMac_Signature.jpg

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FIELD BOOK
SCALE
HORIZ. N.T.S.
VERT. N.T.S.

CITY# 400022

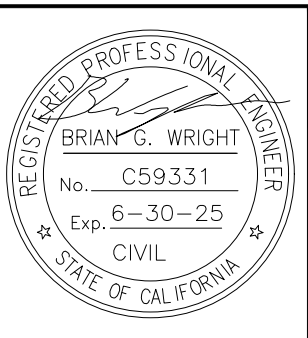
PSOMAS

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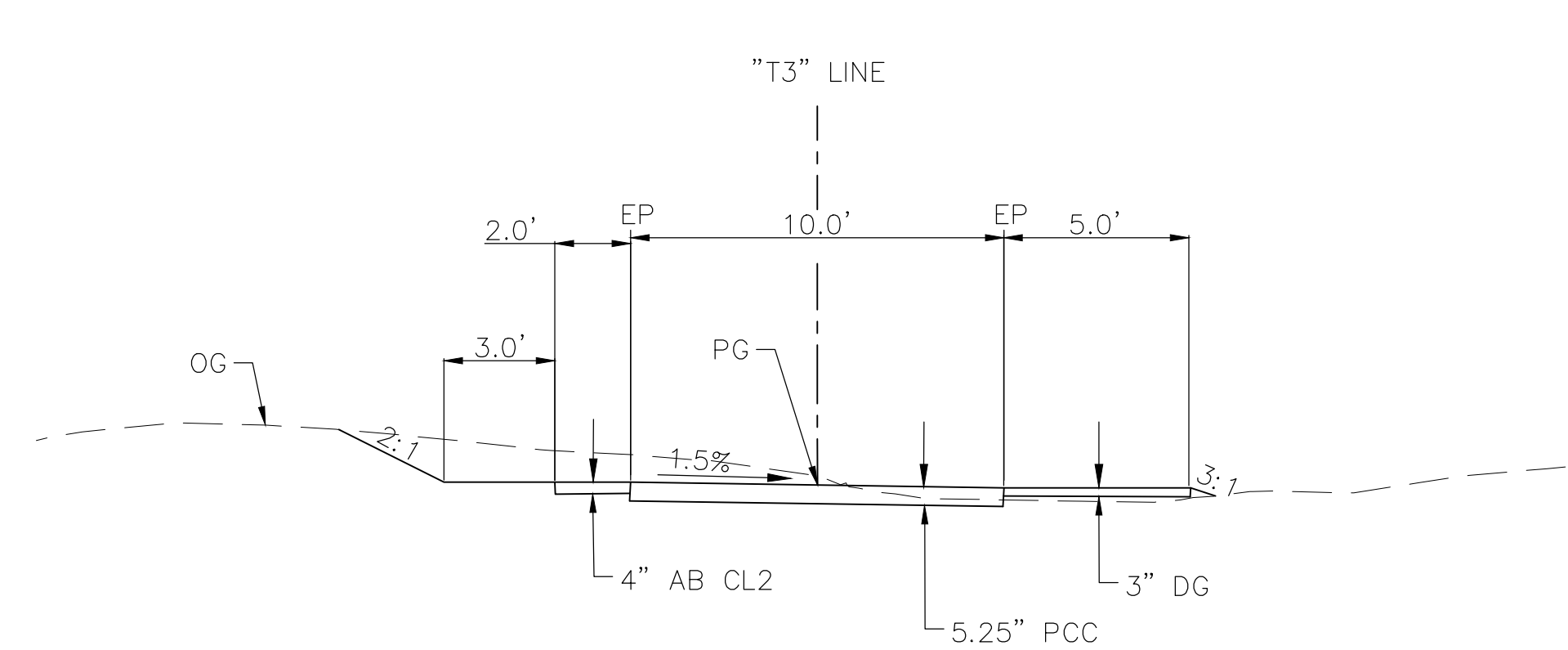
DRY CREEK GREENWAY EAST PHASE 1

TRAIL IMPROVEMENT PROJECT

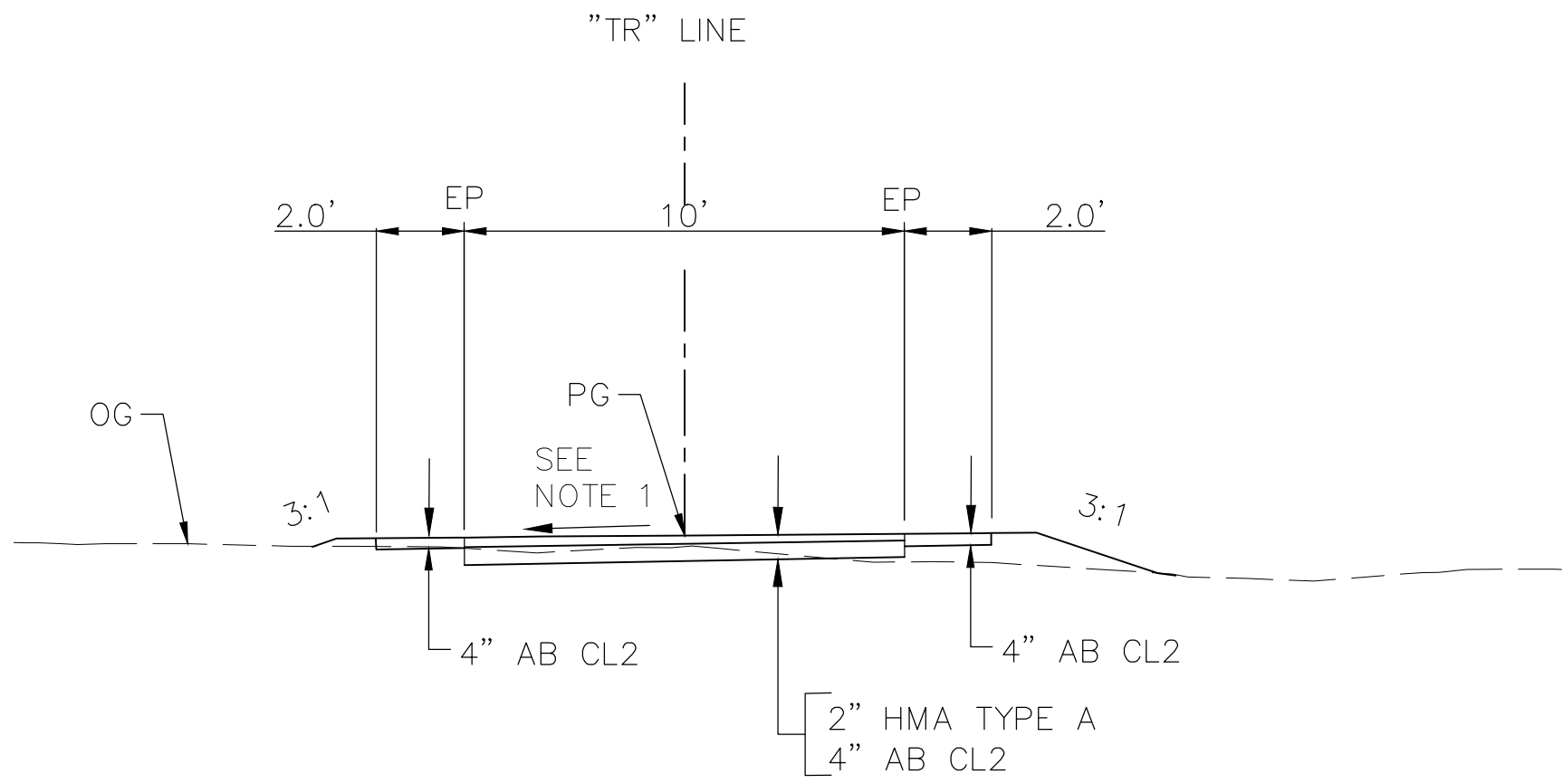
TYPICAL SECTIONS

NOTES:

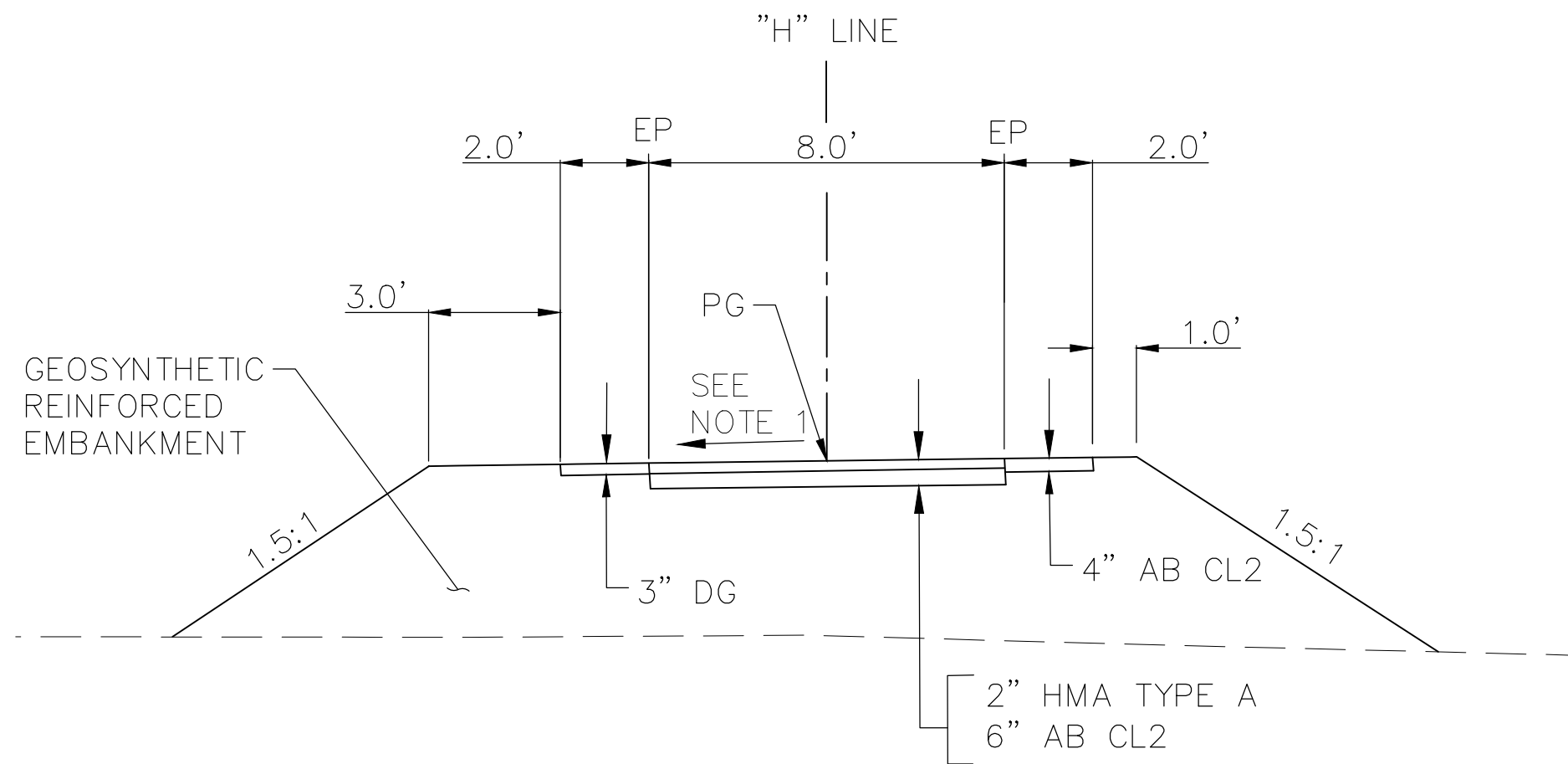
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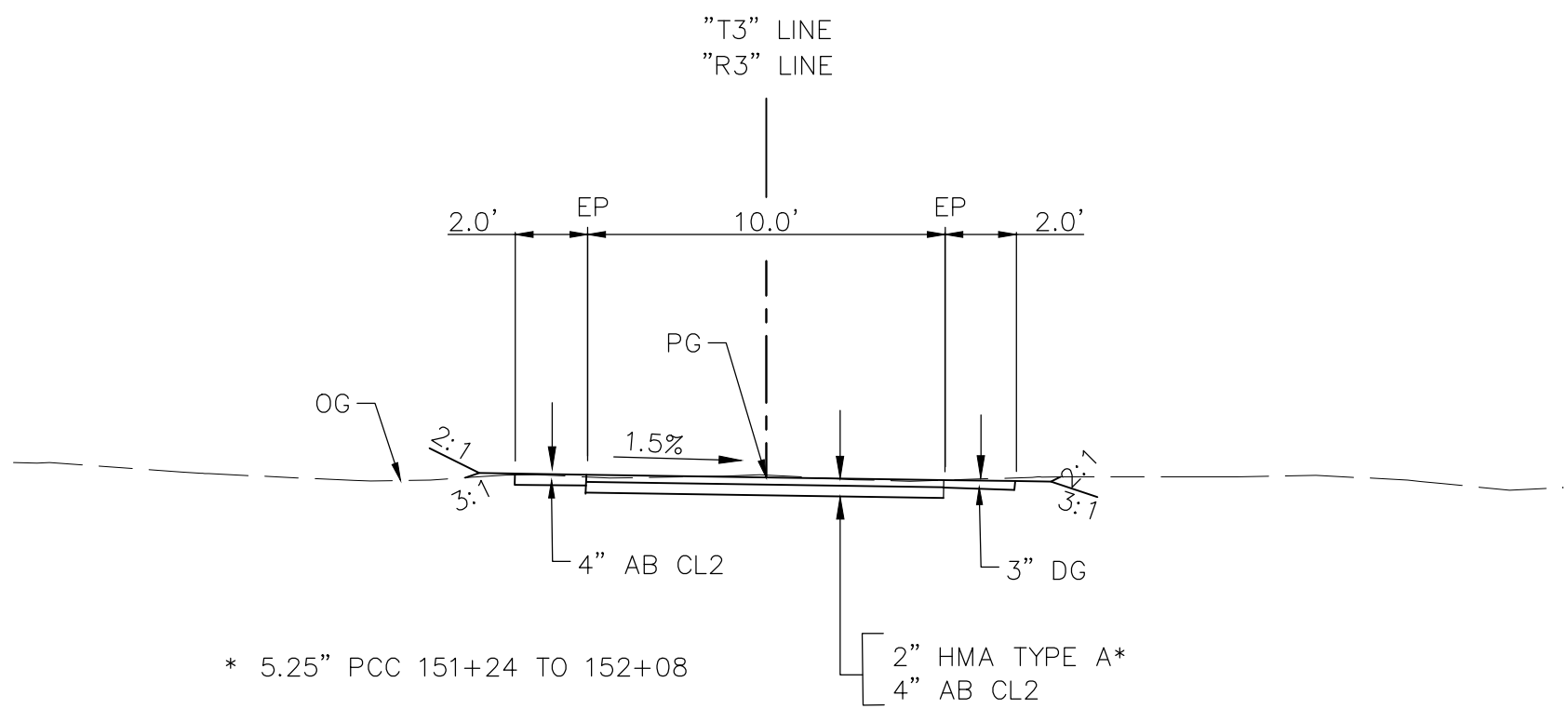
"T3" TYPICAL SECTION
"T3" 152+08 TO 158+85



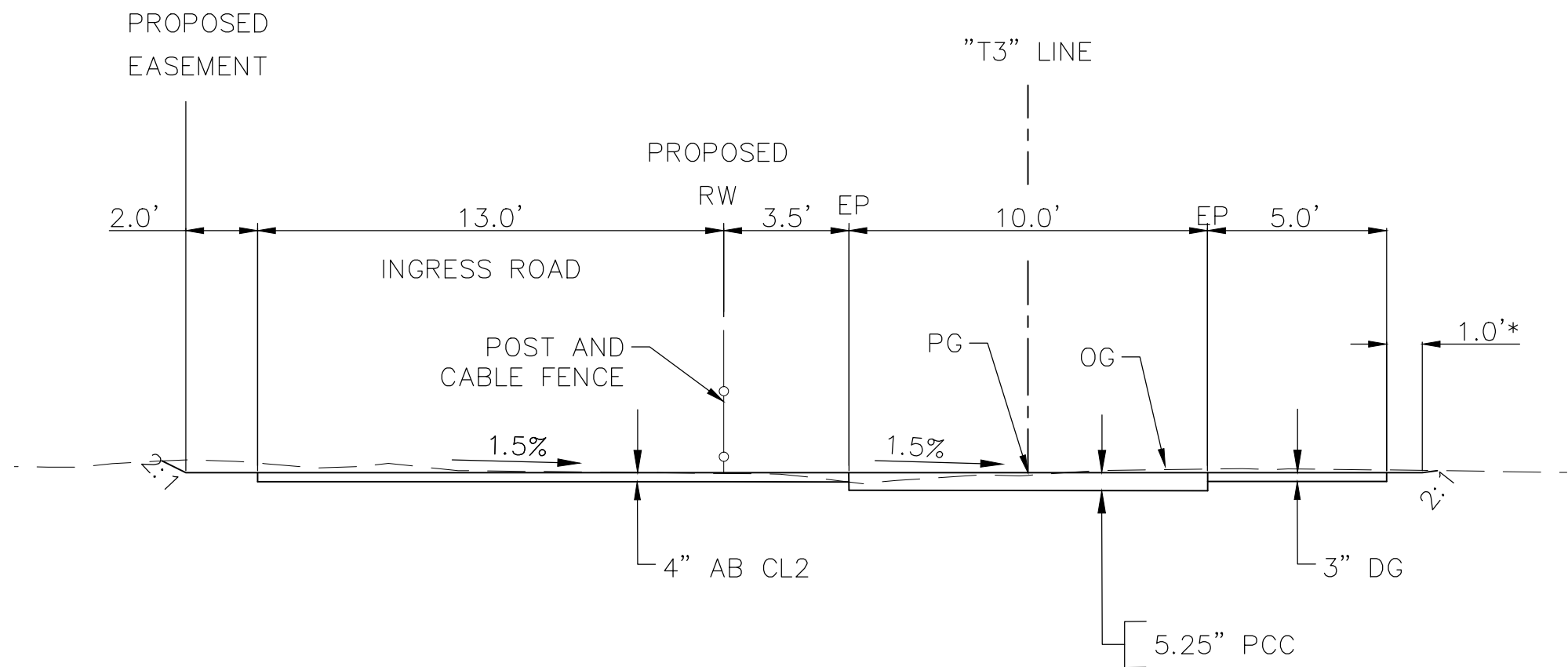
"TR" TYPICAL SECTION
"TR" 5+50 TO 7+50



"H" TYPICAL SECTION
"H" 1+25 TO 4+50

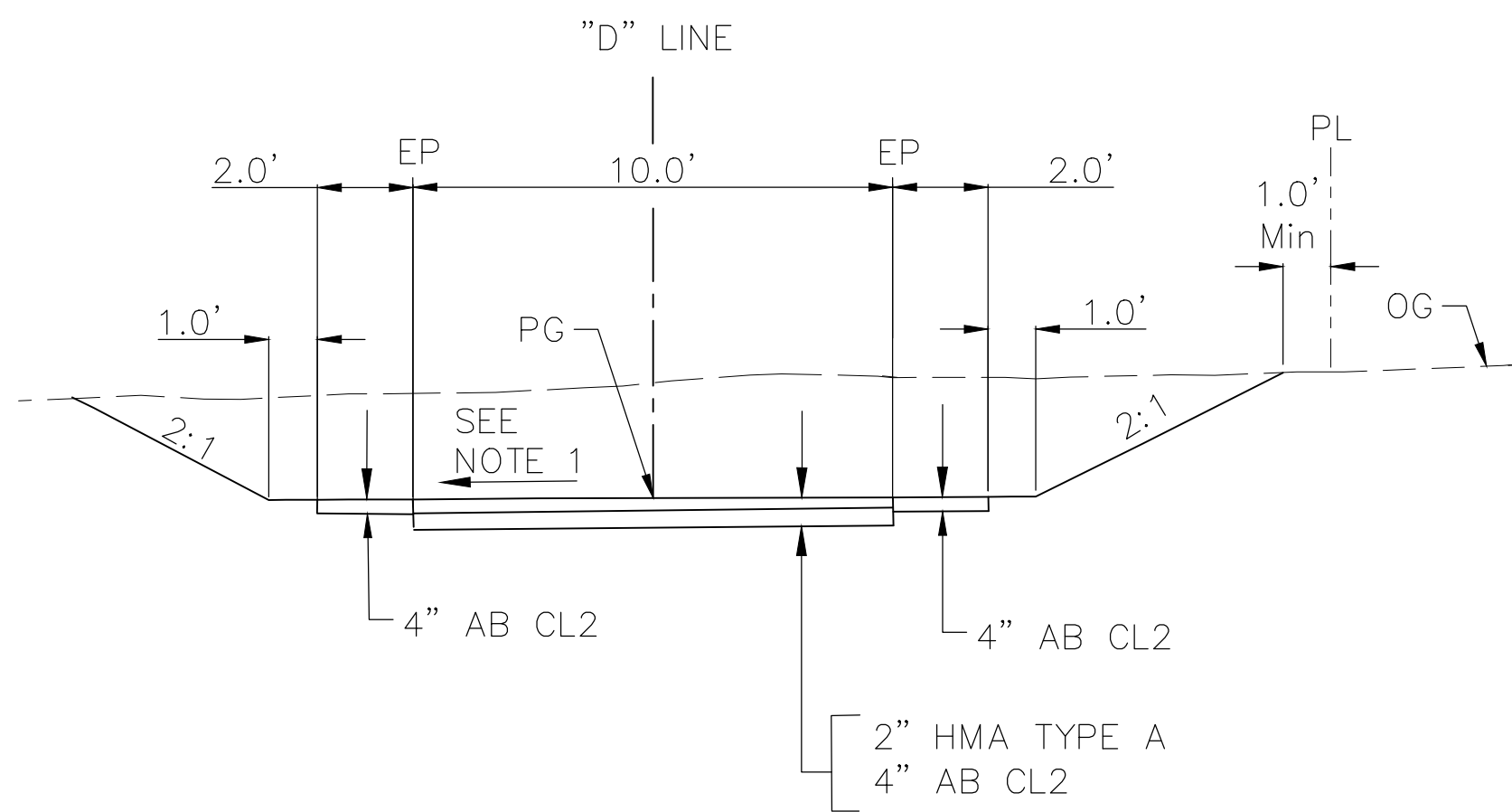


"T3" TYPICAL SECTION
"T3" 149+00 TO 152+08
"R3" 1+50 TO 2+50



* SOLDIER PILE WALL "T3" 162+12 TO 163+35, RW23, SEE RETAINING WALL SHEETS

"T3" TYPICAL SECTION
"T3" 158+85 TO 171+69



"D" TYPICAL SECTION
"D" 1+20 TO 2+50

Xrefs: DCBT-C-BORDER[DCBT-C-RD](-TPG-DryCreek_Topo-AI[DCBT-X-PL]DCBT-C-TOPO-ADDITIONS[20-103-LWD_Base Images: cropped COR block logo.tifcropped COR block logo.tif[Mac_Signature.jpg]

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.	SEE NOTES
THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.		

FIELD BOOK
SCALE
HORIZ. N.T.S.
VERT. N.T.S.

CITY# 400022

CITY OF

ROSEVILLE

CALIFORNIA

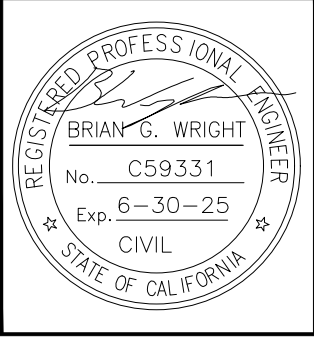
PSOMAS

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023

CHECKED BY: BRIAN WRIGHT DATE 05/2023

DRAWN BY: AMENAH ALKAWAZ DATE 05/2023



DRY CREEK GREENWAY EAST PHASE 1

TRAIL IMPROVEMENT PROJECT

TYPICAL SECTIONS

SHEET	13
OF	168

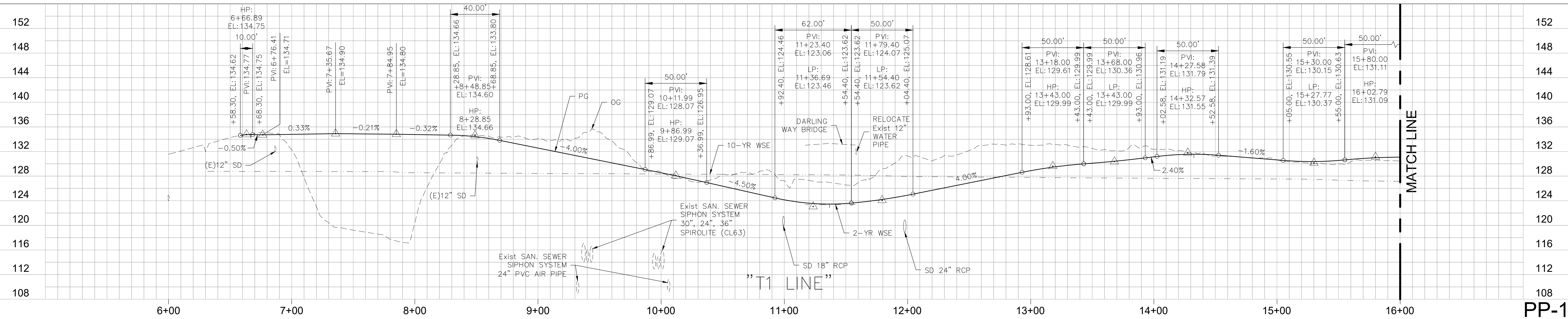
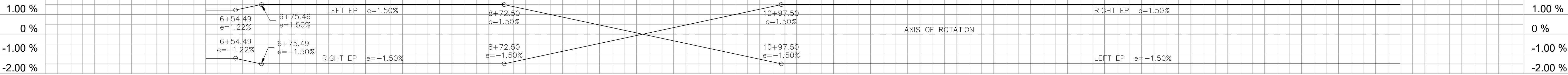
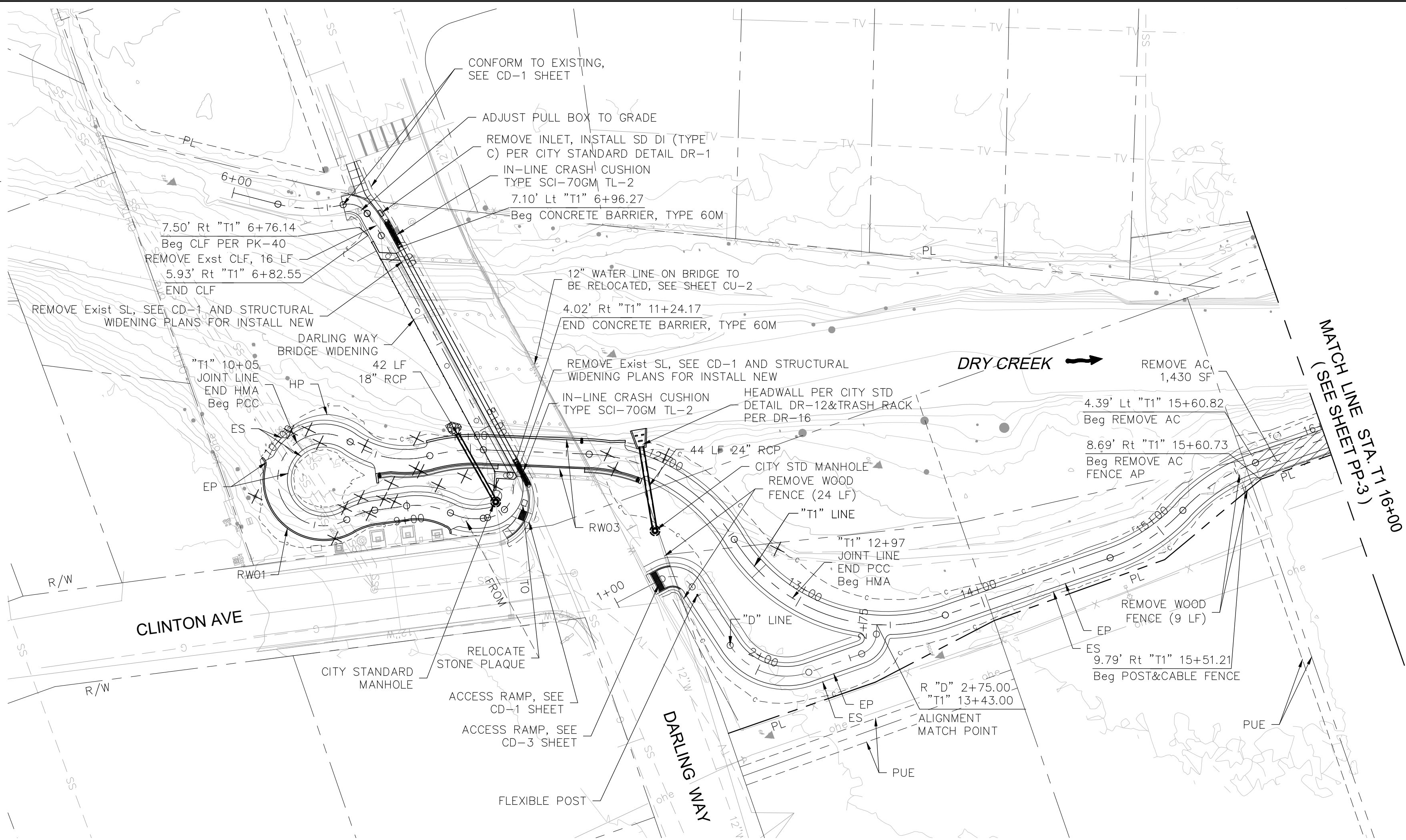
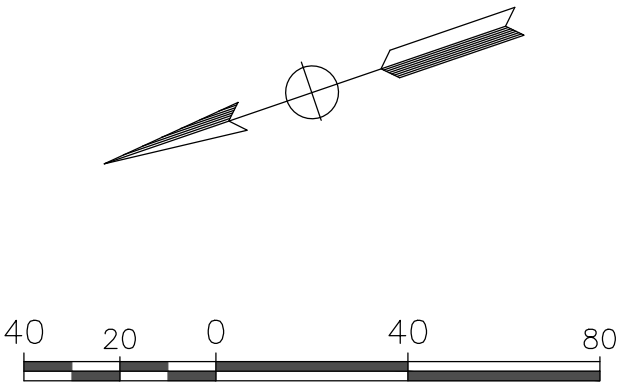
TS-4

GENERAL NOTES:

- FOR DRAINAGE DETAILS, SEE DRAINAGE SHEETS. SEE DRAINAGE PROFILE SHEETS FOR CULVERT PROFILES.
- SEE STRUCTURES SHEETS FOR RETAINING WALL AND BRIDGE DESIGN.
- SEE GRADING SHEETS FOR TREE REMOVALS.
- SEE EROSION CONTROL AND WATER POLLUTION CONTROL SHEETS FOR BANK EROSION CONTROL MITIGATION DETAILS AND SWPPP MEASURES.
- FOR DETAILS NOT SHOWN, SEE CONSTRUCTION DETAILS.
- UTILITIES SHOWN ARE BASED FROM VARIOUS SOURCES OF RELIABILITY. CONTRACTOR TO FIELD VERIFY LOCATIONS OF EXISTING UNDERGROUND UTILITIES. MINIMUM "OFF-STREET COVER" OF 12" FROM TRAIL PAVEMENT TO TOP OF PIPE TO BE MAINTAINED PER CITY STD DETAIL DR-19.
- PROVIDE FIRE ACCESS POINTS ALONG POST & CABLE FENCING, MAXIMUM INTERVAL OF 750- FEET.

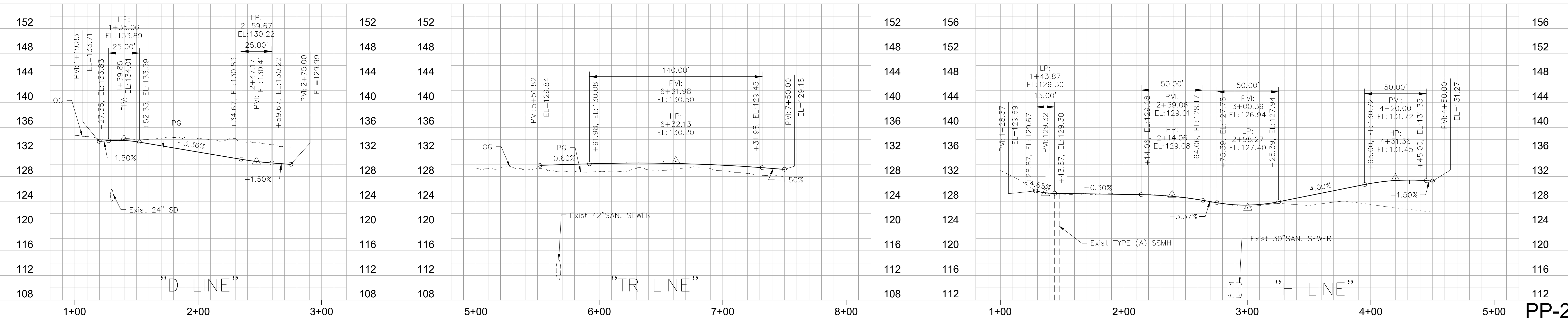
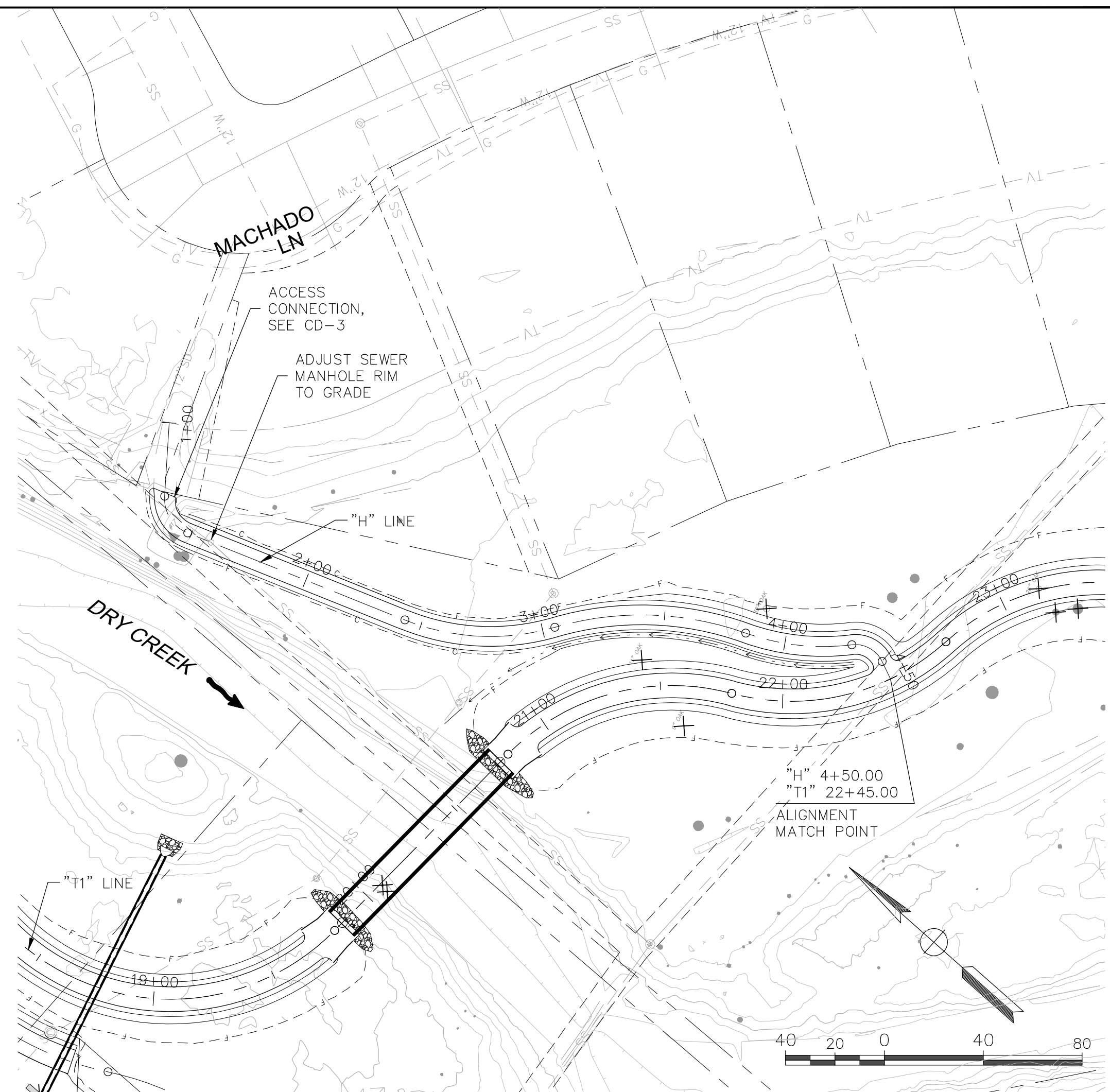
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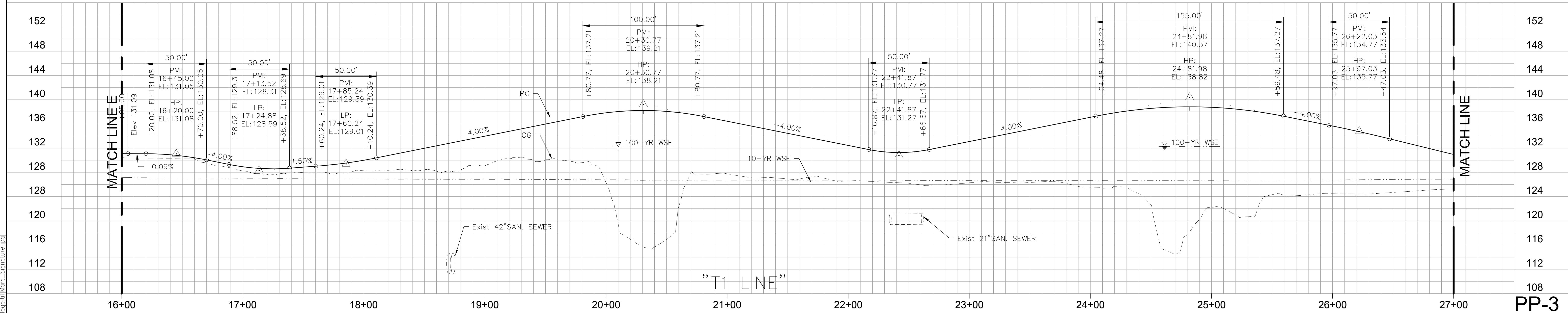
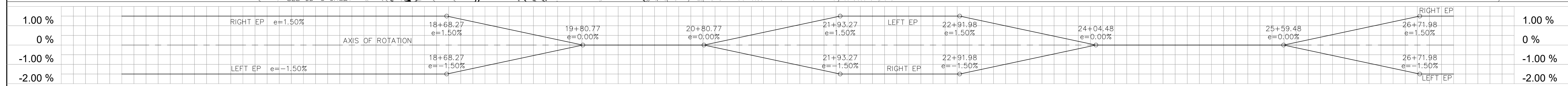
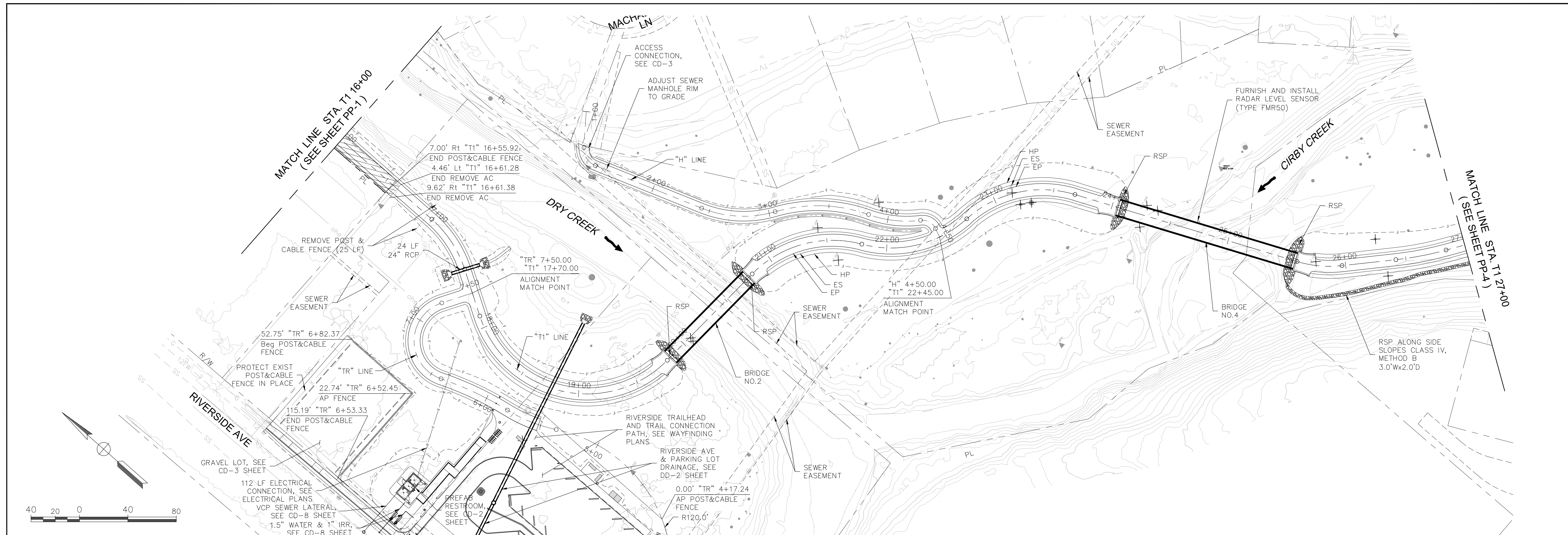
- REMOVE TREE
- DAYLIGHT CUT LINE
- DAYLIGHT FILL LINE
- DETECTABLE WARNING SURFACE
- ROCK SLOPE PROTECTION (RSP)
- DEMOLITION WORK (AS SHOWN)



REVISIONS				BENCH MARK	ELEV. SEE NOTES	FIELD BOOK	CITY# 400022	P S O M A S	DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT PLAN AND PROFILE	SHEET 14 OF 168
NO.	DESCRIPTION	DATE	BY	THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.		SCALE HORIZ. 1"=40' VERT. 1"=8'		DESIGNED BY: CHERYL SPATZ CHECKED BY: BRIAN WRIGHT DRAWN BY: AMENAH ALKAWAZ		

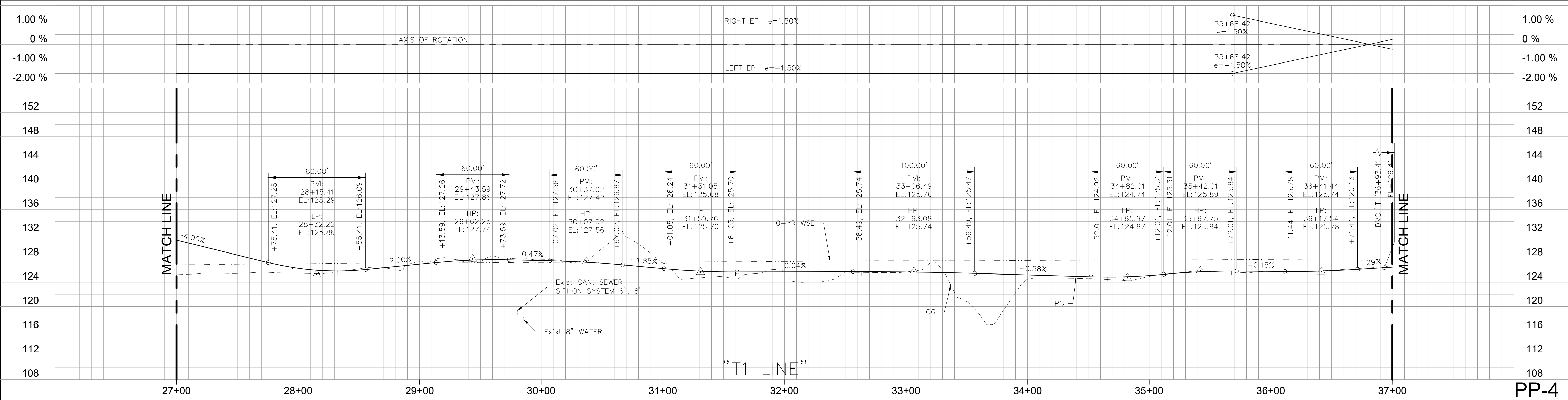
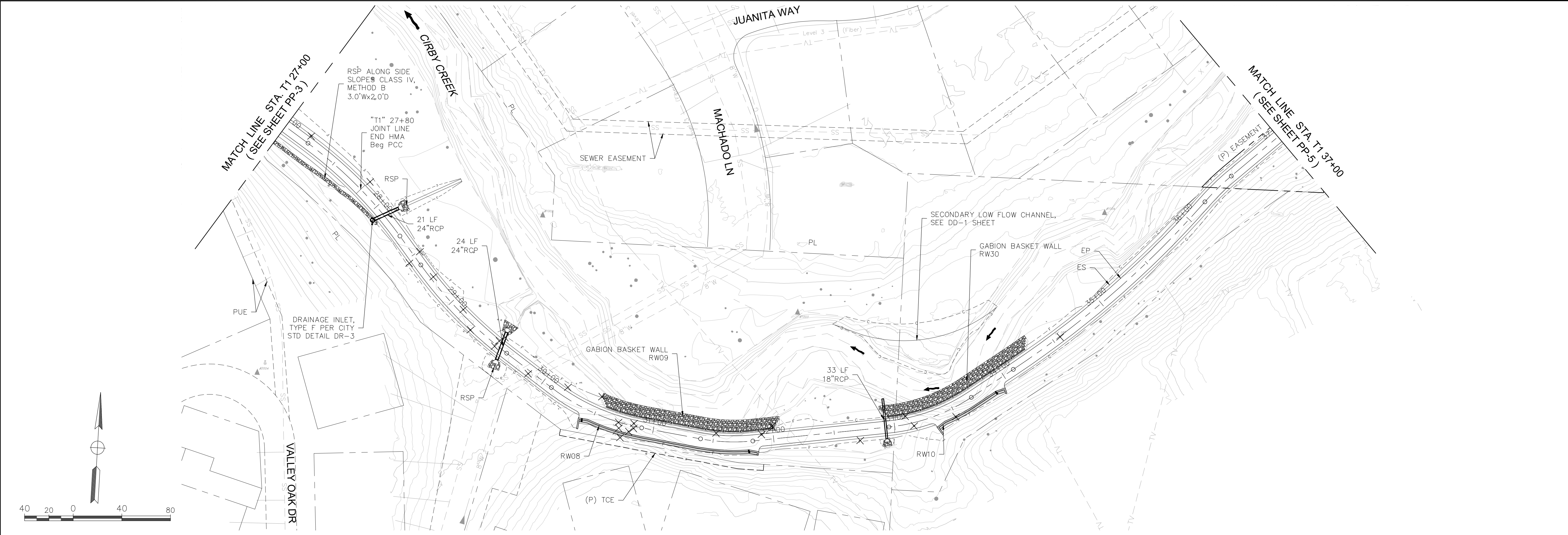
Xrefs: DCBT-C-BORDERV-TPG-DryCreek_Topo-MIDCBT-C-TOPO-ADDITIONSDCBT-C-RIDCBT-VIEWFRAMESDCBT-X-PLDCBT-X-UTIL180_Linda_Creek_Foundation 20-103-LWD_BaseMorinDr_Easement
Images: cropped COR block logo.tifMorc_Signature.jpg
Plotted: 05/18/2023 17:25:38.01 | Drawing: P:\6ROS013800\TRANSP\DESIGN\ROAD\SHEETS\05-DCBT-LAYOUT_PP1-PP7.dwg | Layout: PP-1 | By: cheryl.spatz





REVISIONS				BENCH MARK	ELEV. SEE NOTES	FIELD BOOK	CITY# 400022	PSOMAS 1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122 DESIGNED BY: CHERYL SPATZ DATE: 05/2023 CHECKED BY: BRIAN WRIGHT DATE: 05/2023 DRAWN BY: AMENAH ALKAWAZ DATE: 05/2023	REGISTERED PROFESSIONAL ENGINEER BRIAN G. WRIGHT No. C59331 Exp. 5-30-25 CIVIL STATE OF CALIFORNIA	DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT PLAN AND PROFILE	SHEET 16 — OF — 168
NO.	DESCRIPTION	DATE	BY	THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.		SCALE					
						HORIZ. 1"=40'					
						VERT. 1"=8'					

Xrefs: DCBT-C-BORDER-V-TPG-DryCreek_Topo-MIDCBT-C-TOPO-ADDITIONS\DCBT-C-RD\DCBT-VIEWFRAMES\DCBT-X-PL\DCBT-X-UTIL\80_Linda_Creek_Foundation 20-103-LWD_Base\MarinDr_Easement
Images: cropped COR block logo.tif\MarC_Signature.jpg



REVISIONS				BENCH MARK		FIELD BOOK		CITY# 400022		PSOMAS		DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT PLAN AND PROFILE		SHEET 17 OF 168	
NO.	DESCRIPTION	DATE	BY	ELEV.	SEE NOTES	SCALE	VERT. 1"=8'	SCALE	HORIZ. 1"=40'	DESIGNED BY: CHERYL SPATZ	DATE 05/2023	CHECKED BY: BRIAN WRIGHT	DATE 05/2023	DRAWN BY: AMENAH ALKAWAZ	DATE 05/2023

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

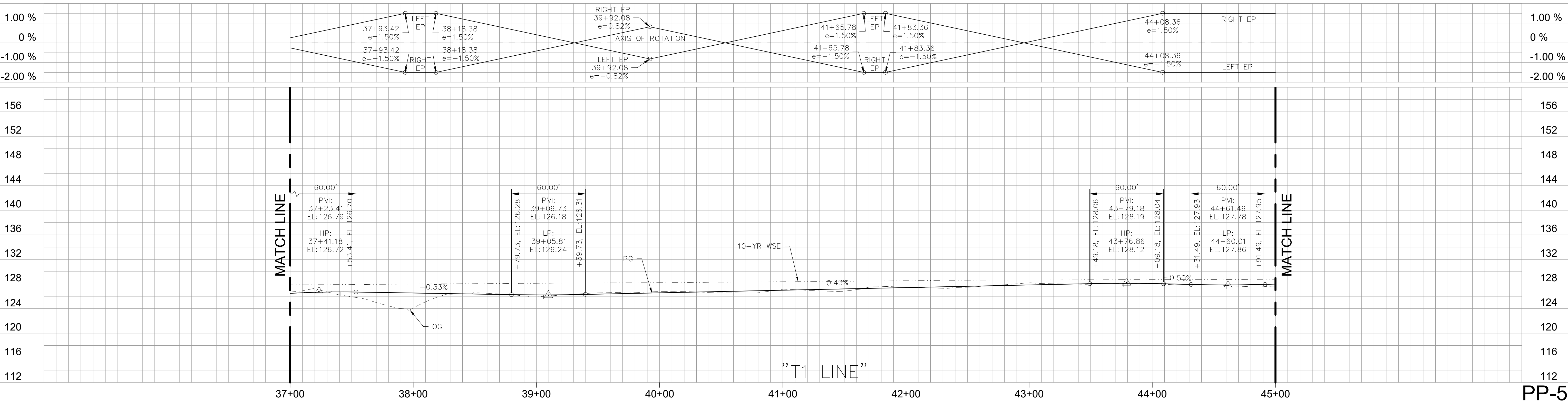
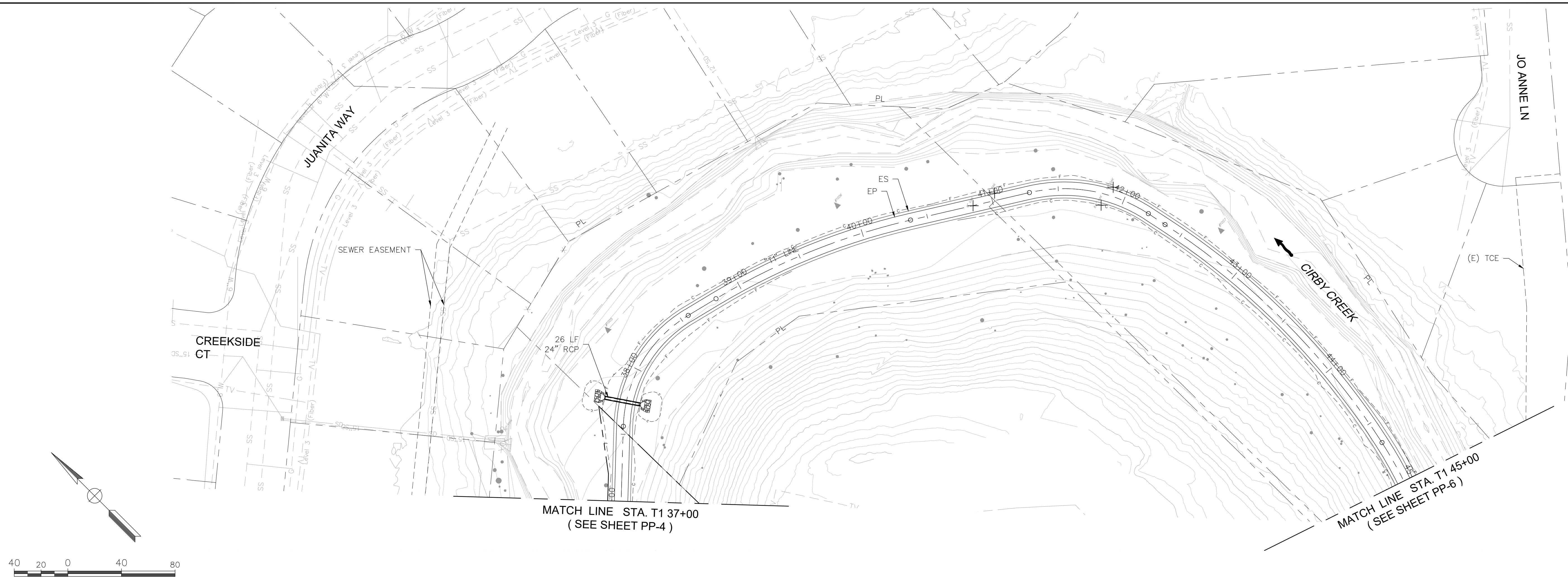
SCALE
HORIZ. 1"=40'
VERT. 1"=8'

CITY OF ROSEVILLE CALIFORNIA

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023
CHECKED BY: BRIAN WRIGHT DATE 05/2023
DRAWN BY: AMENAH ALKAWAZ DATE 05/2023

REGISTERED PROFESSIONAL ENGINEER
BRIAN G. WRIGHT
No. C59331
Exp. 6-30-25
CIVIL
STATE OF CALIFORNIA

[illegible]

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING
IS BASED ON THE CITY OF ROSEVILLE
BENCHMARKS 65, 66, 85, AND 90,
ADJUSTED TO NAVD88 BY ADDING A
PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK
SCALE HORIZ. $1''=40'$ VERT. $1''=8'$

CITY# 400022



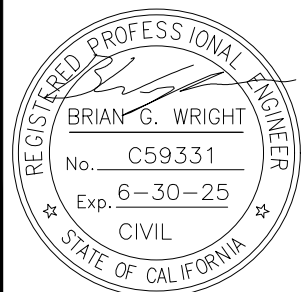
P S O M A S

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023

CHECKED BY: BRIAN WRIGHT DATE 05/2023

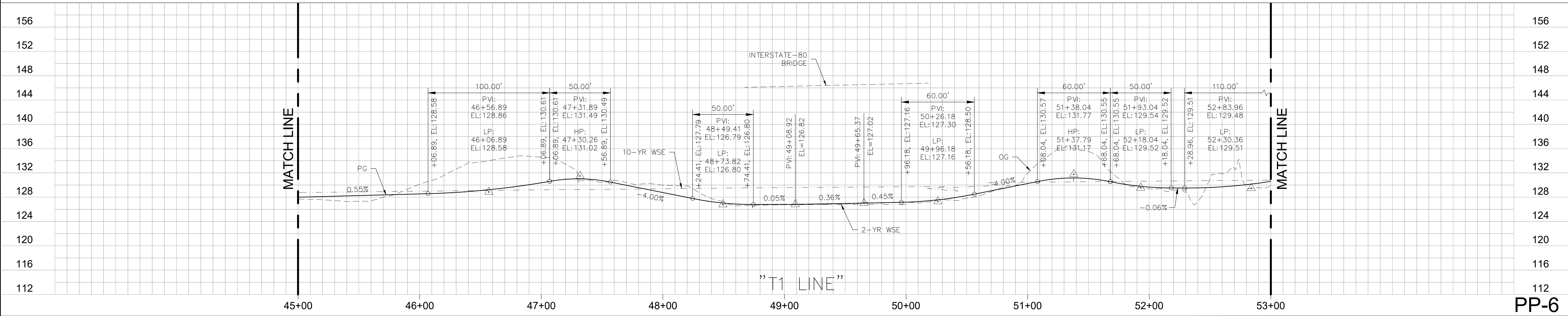
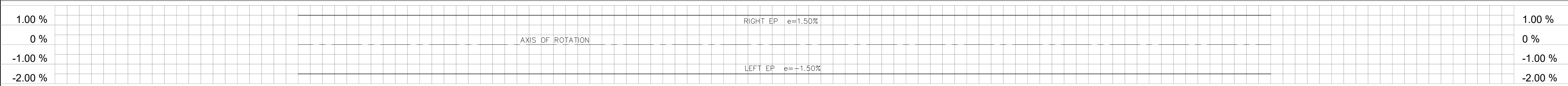
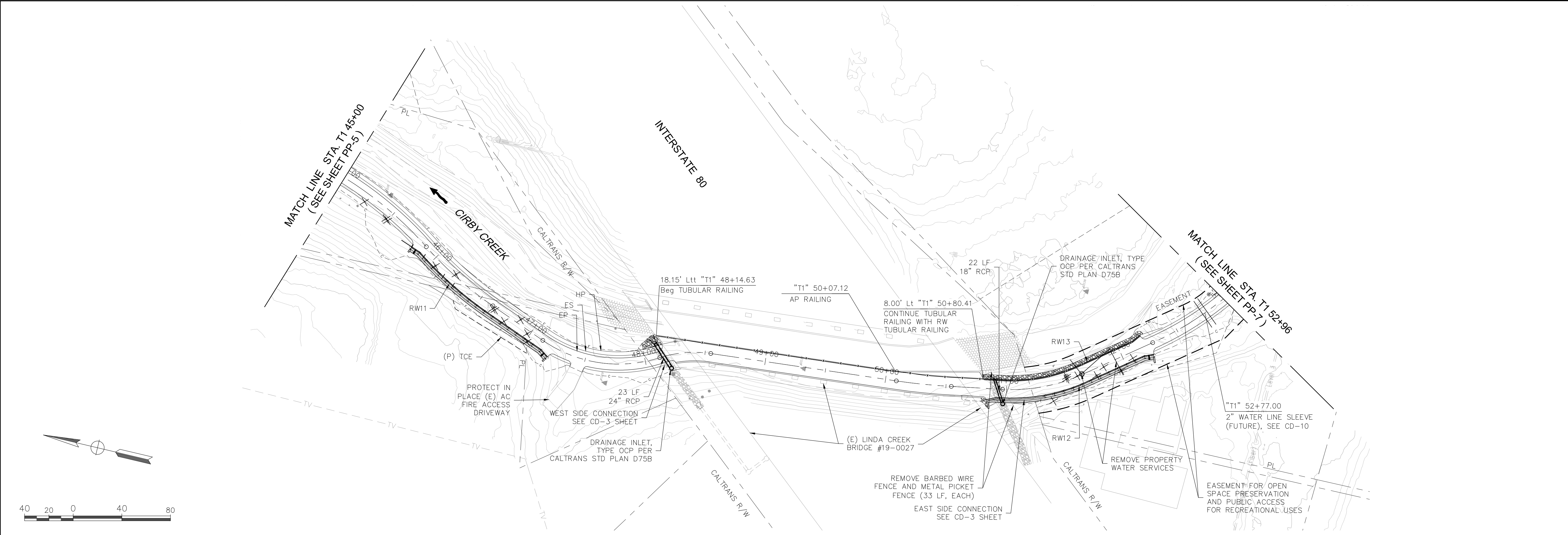
DRAWN BY: AMENAH ALKAWAZ DATE 05/2023



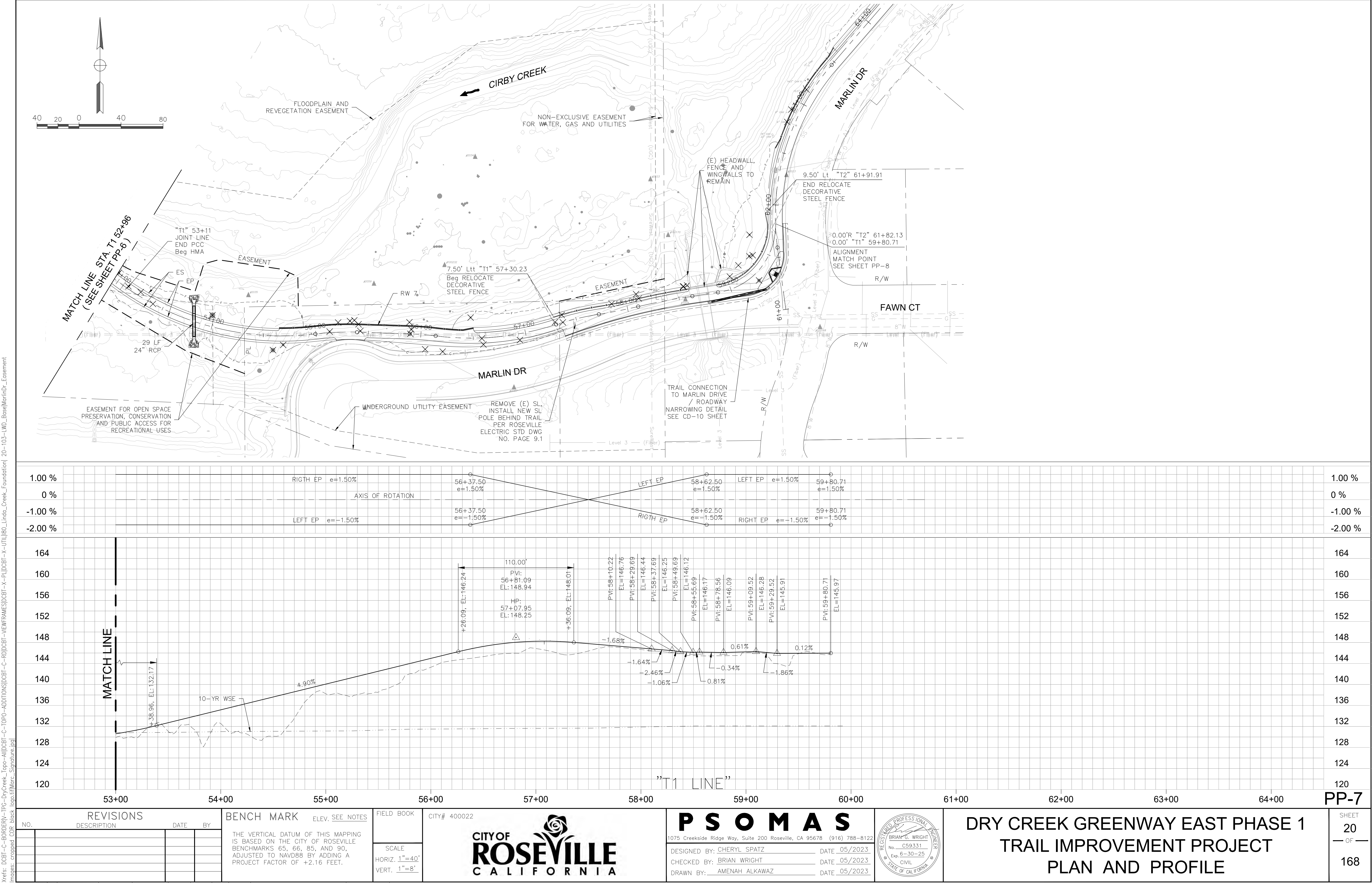
DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT PLAN AND PROFILE

SHEET
18
— OF —
168

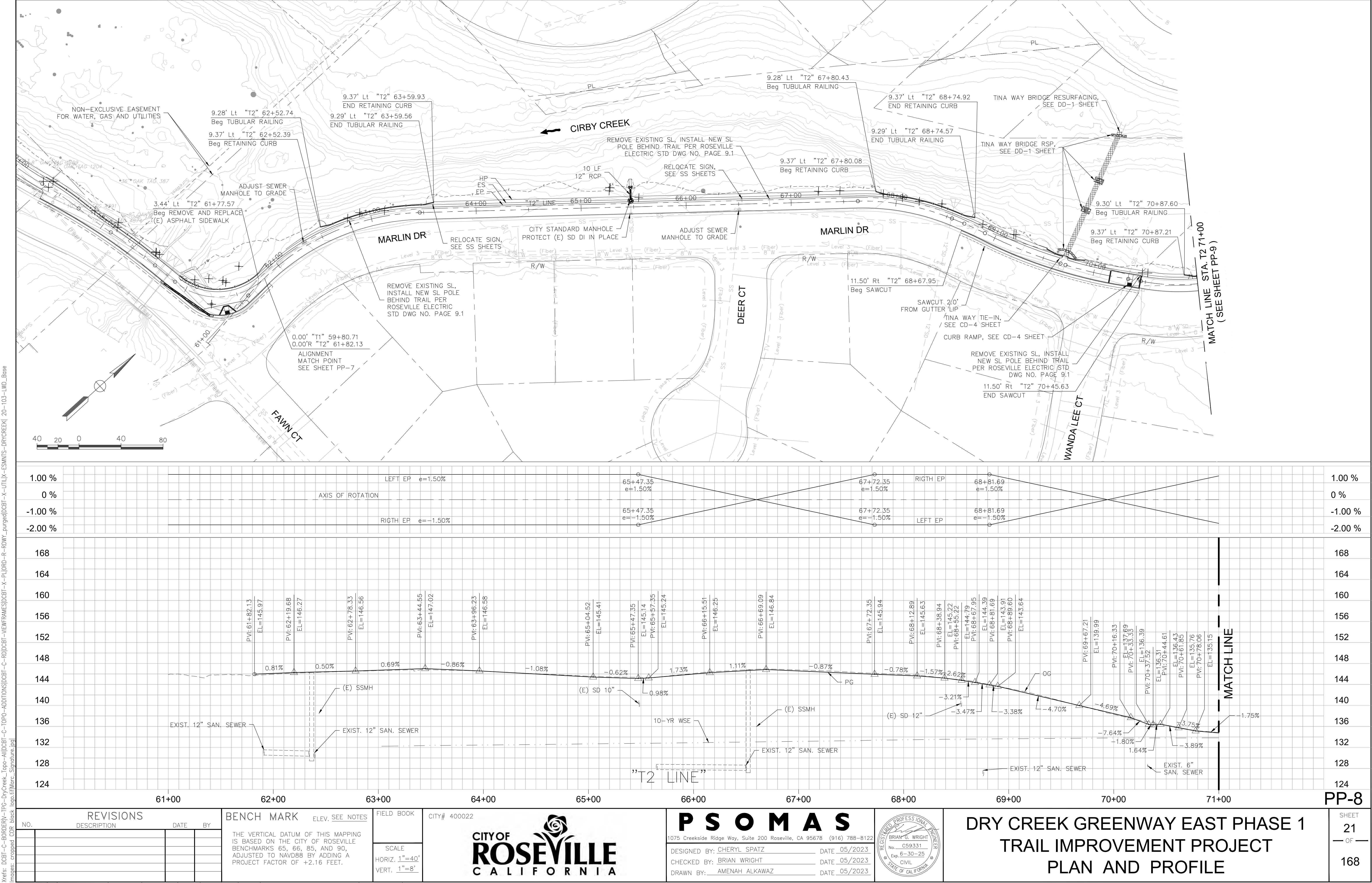
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Images: cropped COR block logo.tif\Morc_Signature.jpg



REVISIONS				BENCH MARK	FIELD BOOK	CITY# 400022	PSOMAS	DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT PLAN AND PROFILE	SHEET 19 OF 168
NO.	DESCRIPTION	DATE	BY						
				THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.	SCALE HORIZ. 1"=40' VERT. 1"=8'	CITY OF ROSEVILLE CALIFORNIA	1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122 DESIGNED BY: CHERYL SPATZ DATE 05/2023 CHECKED BY: BRIAN WRIGHT DATE 05/2023 DRAWN BY: AMENAH ALKAWAZ DATE 05/2023	REGISTERED PROFESSIONAL ENGINEER BRIAN G. WRIGHT No. C59331 Exp. 6-30-25 CIVIL STATE OF CALIFORNIA	

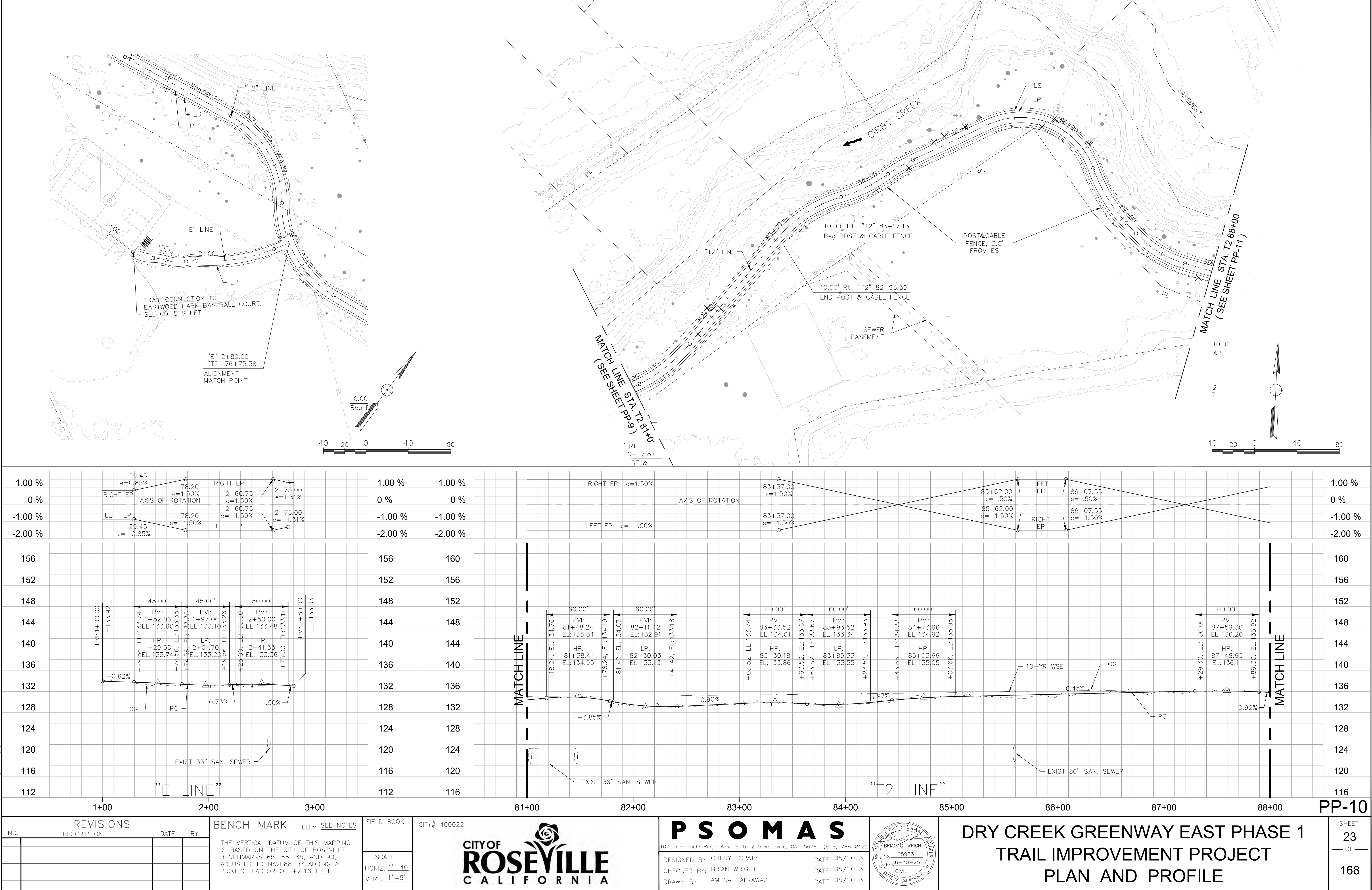


Xrefs: DCBT-C-BORDER-V-TPO-DryCreek_Topo-A\\DCBT-C-TOPO-ADDITIONS\\DCBT-C-RD\\DCBT-VIEWFRAMES\\DCBT-X-PL\\DCBT-X-UTIL\\80_Linda_Creek_Foundation 20-103-LWD_Base\\MarlinDr_Easement
Images: cropped COR block logo.tif\\Marc_Signature.jpg



Xrefs: DCBT-C-BORDERV-TPG-DryCreek_Topo-MIDDCBT-C-TOPO-ADDITIONSDCBT-C-RDIDCBT-VIEWFRAMESDCBT-X-PLORD-R-RWY_purgedDCBT-X-UTLIX-ESMNTS-DRYCREEK 20-103-LWD_Base
Images: cropped COR_black logo.tifMarc_Signature.jpg

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REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	
ELEV.	SEE NOTES

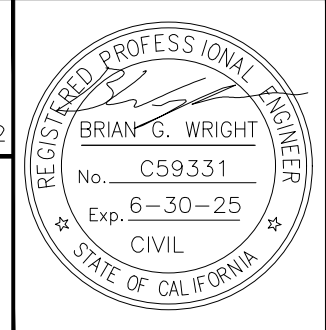
FIELD BOOK

CITY# 400022

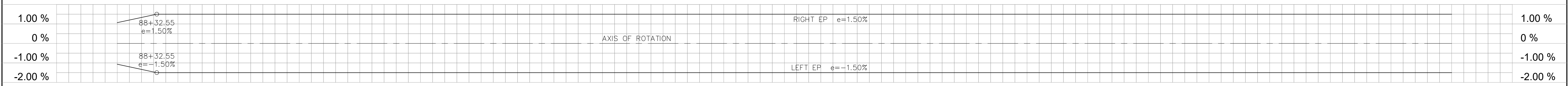
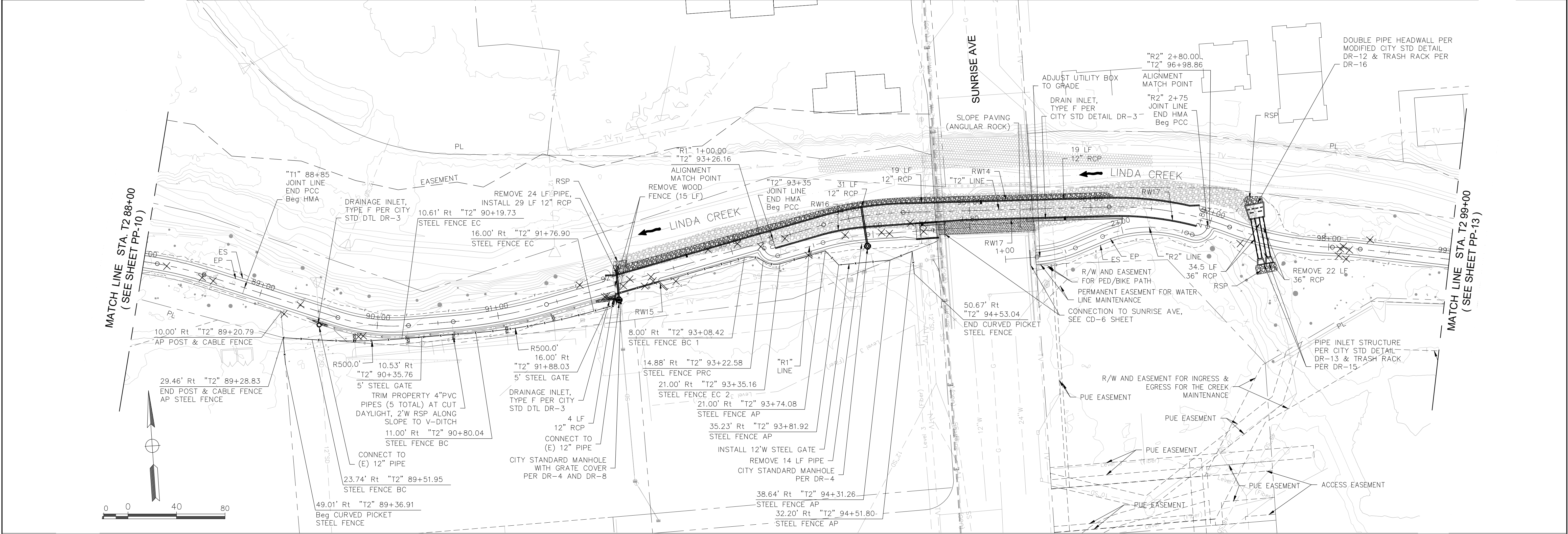


PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023
CHECKED BY: BRIAN WRIGHT DATE 05/2023
DRAWN BY: AMENAH ALKAWAZ DATE 05/2023



DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT PLAN AND PROFILE



168	168
164	164
160	160
156	156
152	152
148	148
144	144
140	140
136	136
132	132
128	128
124	124
88+00	99+00

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	
ELEV.	SEE NOTES

FIELD BOOK	
SCALE	
HORIZ. 1"=40'	
VERT. 1"=8'	

CITY# 400022	

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122	
DESIGNED BY: CHERYL SPATZ	DATE 05/2023
CHECKED BY: BRIAN WRIGHT	DATE 05/2023
DRAWN BY: AMENAH ALKAWAZ	DATE 05/2023

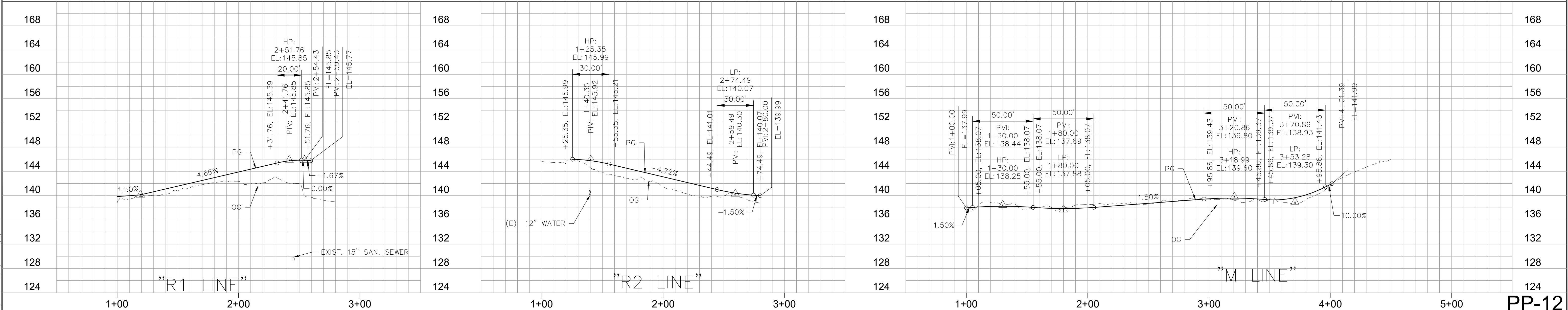
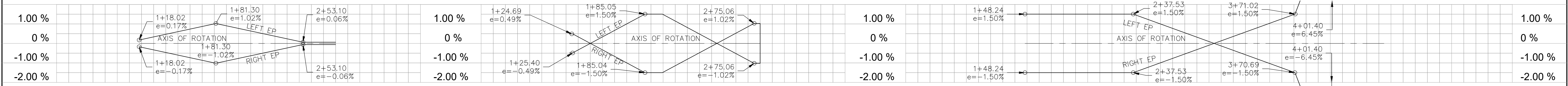
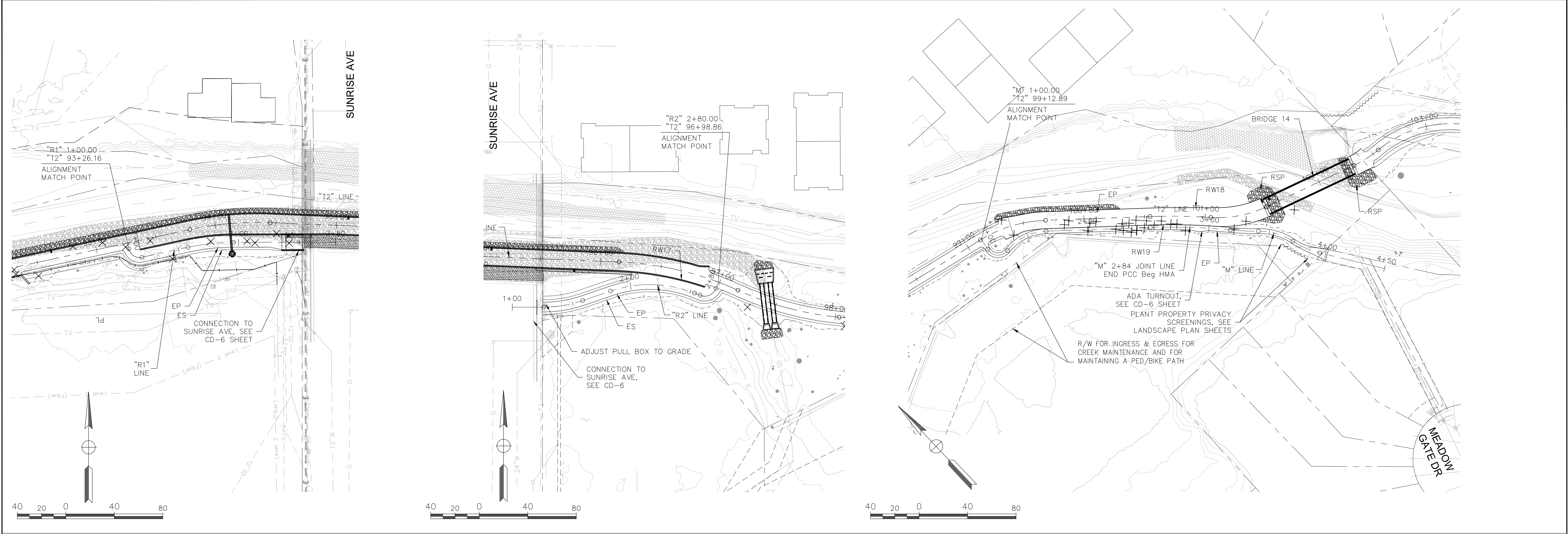
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DRY CREEK GREENWAY EAST PHASE 1	
TRAIL IMPROVEMENT PROJECT	
PLAN AND PROFILE	

SHEET 24
OF 168

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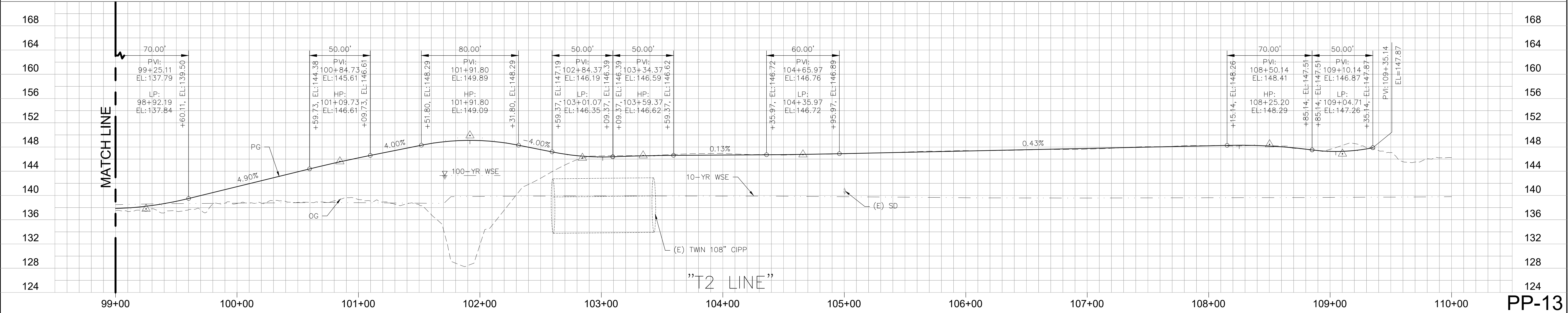
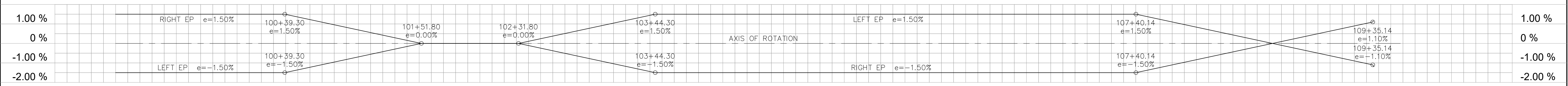


REVISIONS				BENCH MARK		FIELD BOOK		CITY# 400022		PSOMAS		DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT PLAN AND PROFILE		SHEET 25 OF 168	
NO.	DESCRIPTION	DATE	BY	ELEV.	SEE NOTES	SCALE	VERT. 1"=40'	HORIZ. 1"=40'	VERT. 1"=8'	DESIGNED BY: CHERYL SPATZ	DATE 05/2023	CHECKED BY: BRIAN WRIGHT	DATE 05/2023	DRAWN BY: AMENAH ALKAWAZ	DATE 05/2023

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

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Images: cropped COR_black logo.tif\Marc_Signature.jpg



REVISIONS				BENCH MARK		FIELD BOOK		CITY# 400022		P S O M A S		DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT PLAN AND PROFILE		SHEET 26 OF 168	
NO.	DESCRIPTION	DATE	BY	ELEV.	SEE NOTES	SCALE	VERT. 1"=40'	HORIZ. 1"=80'	DESIGNED BY: CHERYL SPATZ	DATE: 05/2023	CHECKED BY: BRIAN WRIGHT	DATE: 05/2023	DRAWN BY: AMENAH ALKAWAZ		DATE: 05/2023

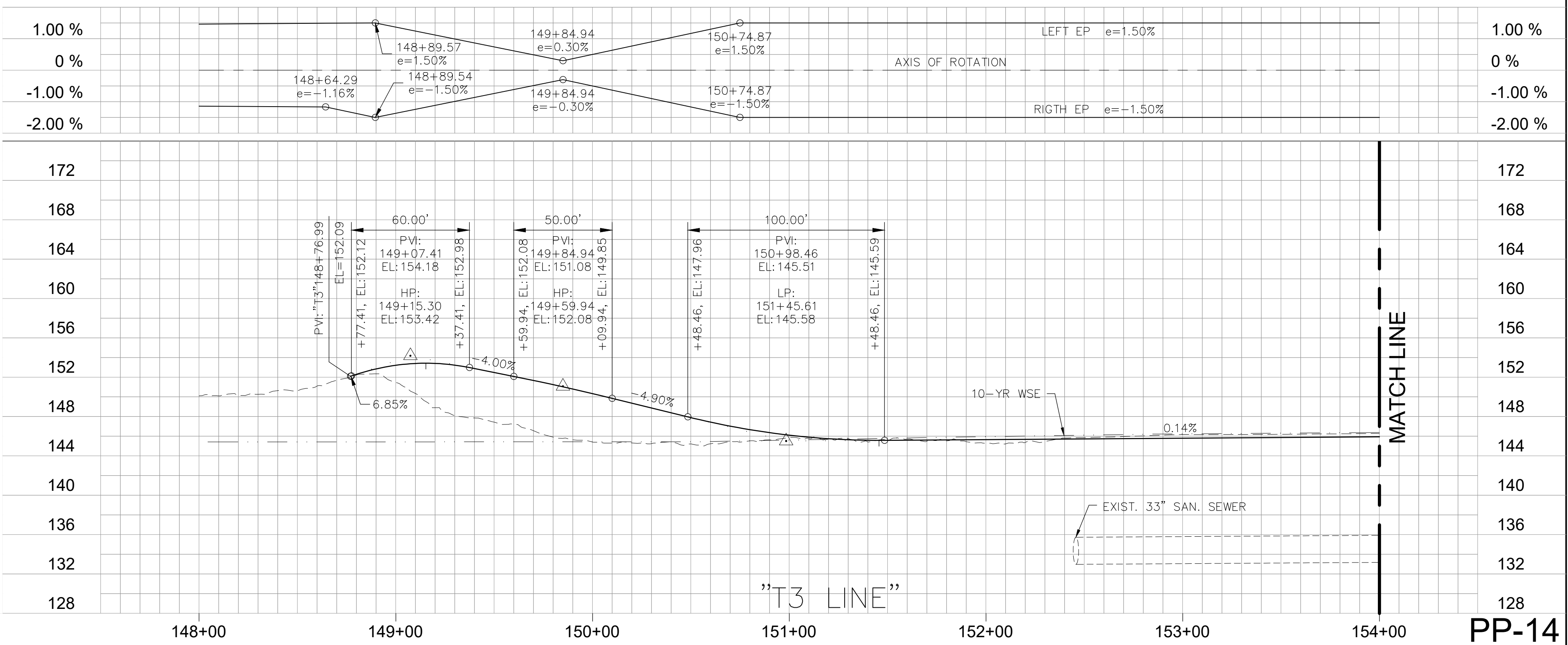
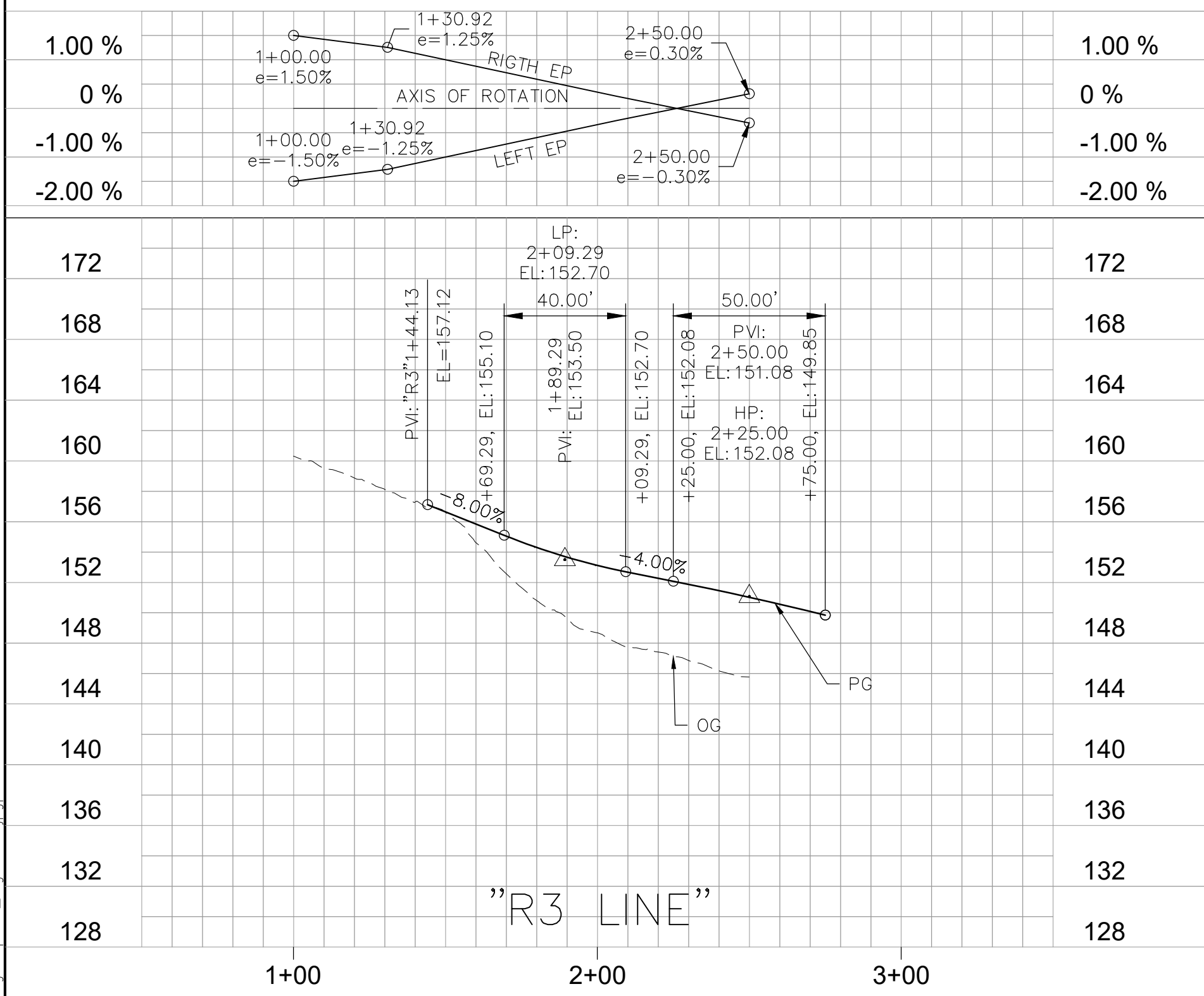
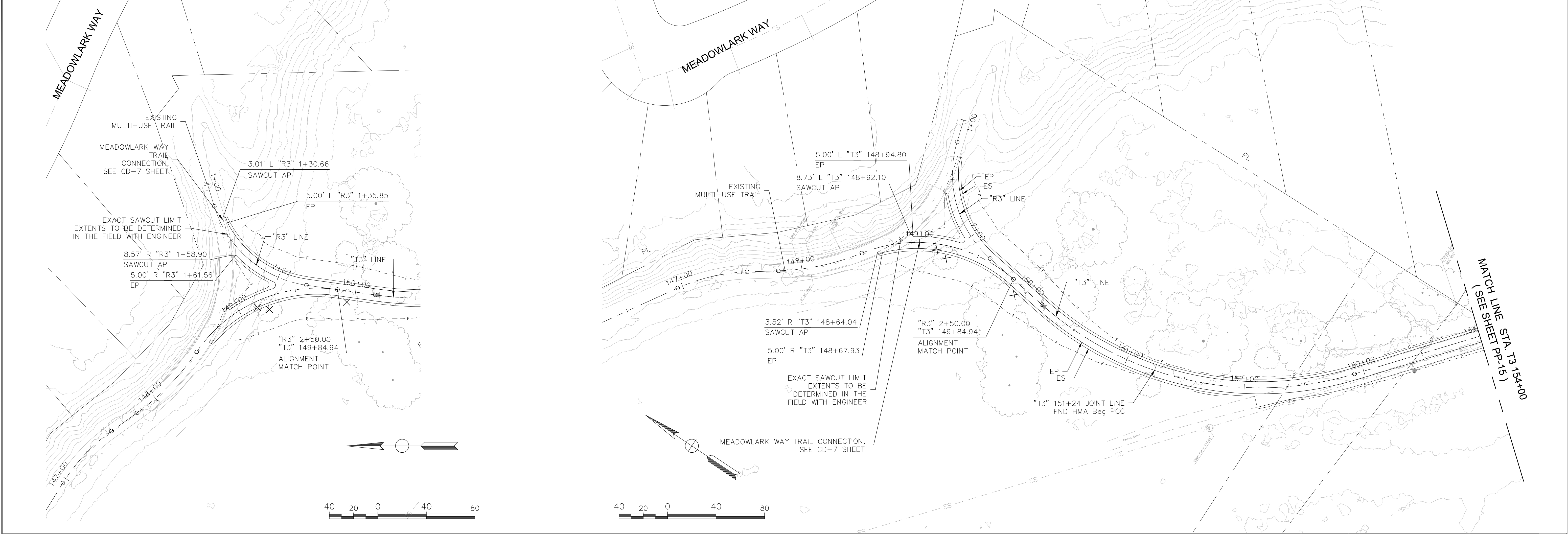
THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

SCALE: HORIZ. 1"=80' VERT. 1"=40'

CITY OF ROSEVILLE CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER BRIAN G. WRIGHT No. C59331 Exp. 6-30-25 CIVIL STATE OF CALIFORNIA

Xrefs: DCBT-C-BORDERV-TPG-DryCreek_Topo-MIDDCBT-C-TOPO-ADDITIONSDCBT-C-RDIDCBT-VIEWFRAMESDCBT-X-PLDCBT-X-UTIL 20-103-UMD_Base
Images: cropped COR block logo.tifMorc_Signature.jpg



REVISIONS				BENCH MARK		FIELD BOOK		CITY# 400022		PSOMAS		DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT PLAN AND PROFILE		SHEET 27 OF 168	
NO.	DESCRIPTION	DATE	BY	ELEV.	SEE NOTES	SCALE	VERT.	SCALE	VERT.	DESIGNED BY: CHERYL SPATZ	DATE 05/2023	CHECKED BY: BRIAN WRIGHT	DATE 05/2023	DRAWN BY: AMENAH ALKAWAZ	DATE 05/2023

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

SCALE
HORIZ. 1"=40'
VERT. 1"=8'

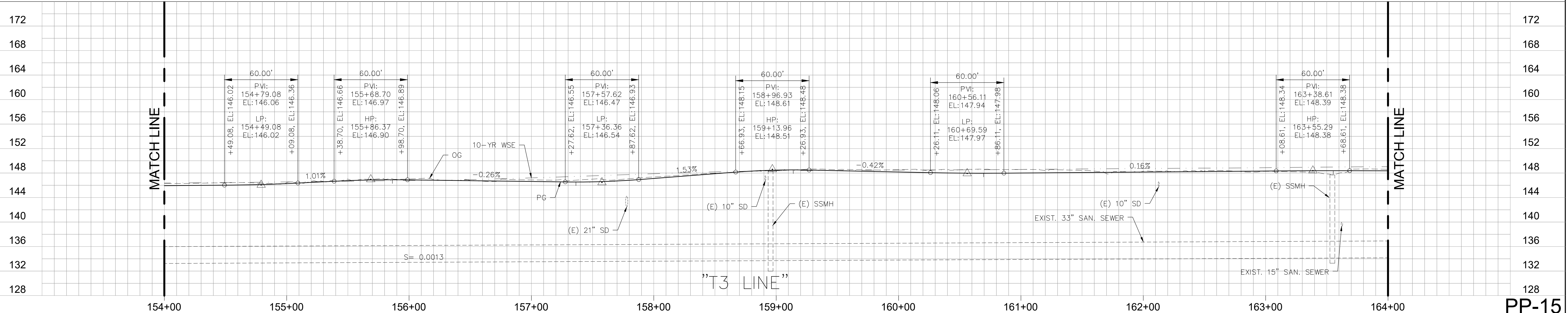
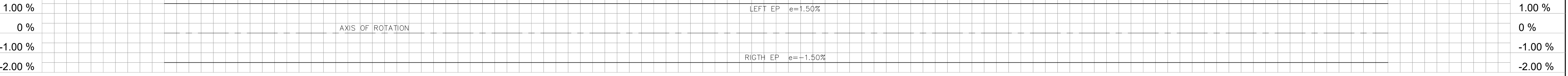
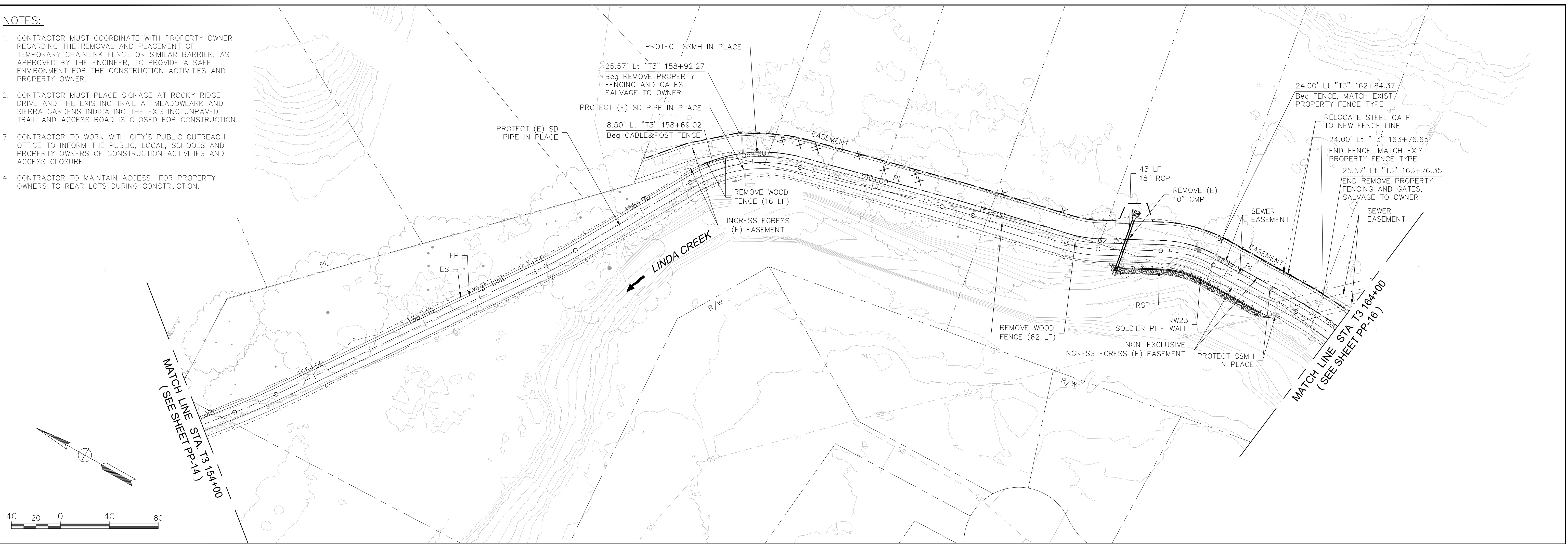
CITY OF ROSEVILLE CALIFORNIA

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

REGISTERED PROFESSIONAL ENGINEER
BRIAN G. WRIGHT
No. C59331
Exp. 6-30-25
CIVIL
STATE OF CALIFORNIA

NOTES:

1. CONTRACTOR MUST COORDINATE WITH PROPERTY OWNER REGARDING THE REMOVAL AND PLACEMENT OF TEMPORARY CHAINLINK FENCE OR SIMILAR BARRIER, AS APPROVED BY THE ENGINEER, TO PROVIDE A SAFE ENVIRONMENT FOR THE CONSTRUCTION ACTIVITIES AND PROPERTY OWNER.
2. CONTRACTOR MUST PLACE SIGNAGE AT ROCKY RIDGE DRIVE AND THE EXISTING TRAIL AT MEADOWLARK AND SIERRA GARDENS INDICATING THE EXISTING UNPAVED TRAIL AND ACCESS ROAD IS CLOSED FOR CONSTRUCTION.
3. CONTRACTOR TO WORK WITH CITY'S PUBLIC OUTREACH OFFICE TO INFORM THE PUBLIC, LOCAL, SCHOOLS AND PROPERTY OWNERS OF CONSTRUCTION ACTIVITIES AND ACCESS CLOSURE.
4. CONTRACTOR TO MAINTAIN ACCESS FOR PROPERTY OWNERS TO REAR LOTS DURING CONSTRUCTION.

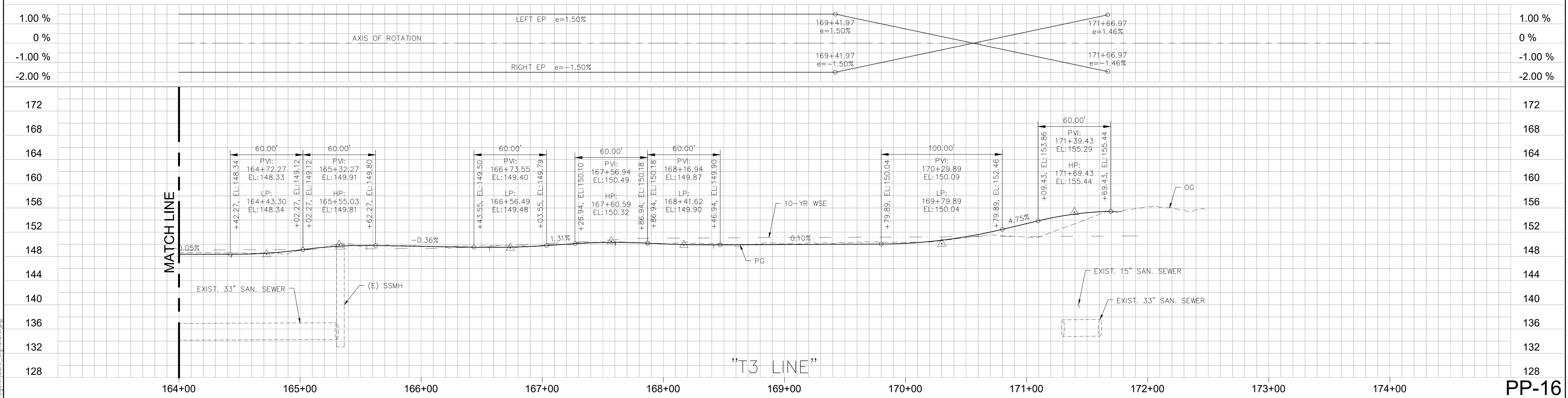
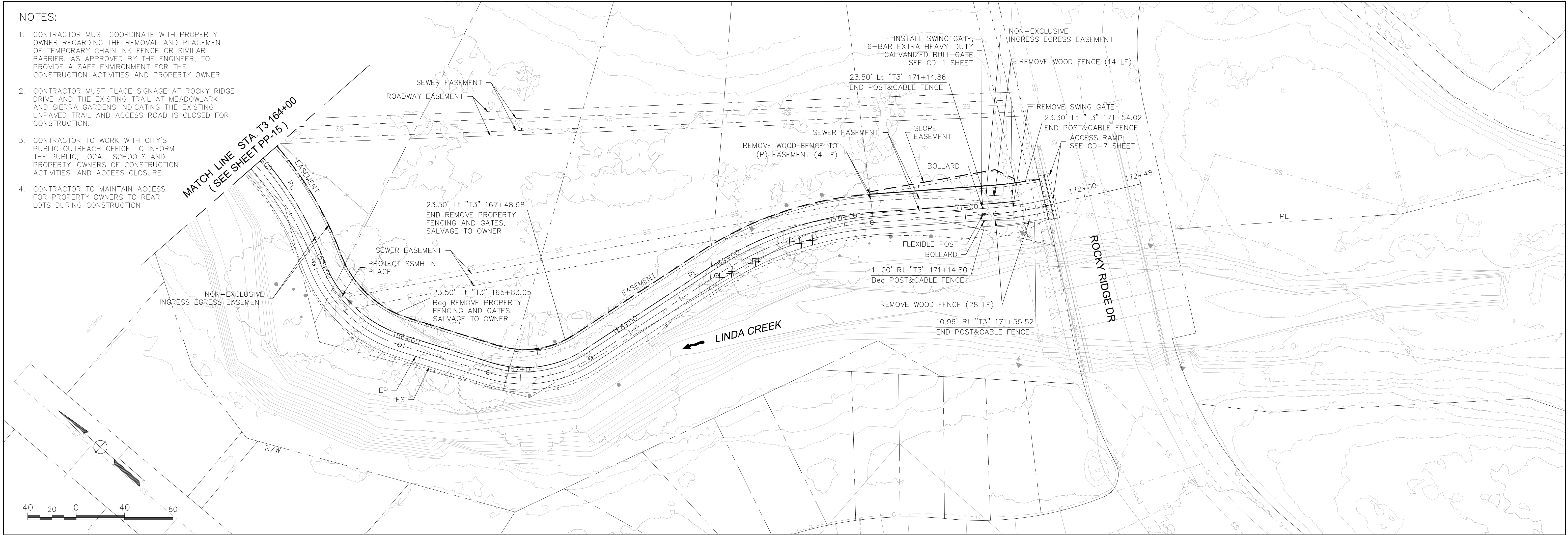


REVISIONS				BENCH MARK		FIELD BOOK		CITY# 400022		PSOMAS		DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT PLAN AND PROFILE		SHEET 28 OF 168	
NO.	DESCRIPTION	DATE	BY	ELEV.	SEE NOTES	SCALE	VERT. 1"=8'	SCALE	HORIZ. 1"=40'	DESIGNED BY: CHERYL SPATZ	DATE: 05/2023	CHECKED BY: BRIAN WRIGHT	DATE: 05/2023	DRAWN BY: AMENAH ALKAWAZ	DATE: 05/2023

Xrefs: DCBT-C-BORDERV-TPO-DryCreek_Topo-MIDCBT-C-TOPO-ADDITIONS[DCBT-C-RD]DCBT-VIEWFRAMES[DCBT-X-PL]DCBT-X-UTIL | 20-103-WD_Base
Images: cropped COR_black logo.tif[More_Signature.jpg]

NOTES:

1. CONTRACTOR MUST COORDINATE WITH PROPERTY OWNER REGARDING THE REMOVAL AND PLACEMENT OF TEMPORARY CHAINLINK FENCE OR SIMILAR BARRIER, AS APPROVED BY THE ENGINEER, TO PROVIDE A SAFE ENVIRONMENT FOR THE CONSTRUCTION ACTIVITIES AND PROPERTY OWNER.
2. CONTRACTOR MUST PLACE SIGNAGE AT ROCKY RIDGE DRIVE AND THE EXISTING TRAIL AT MEADOWLARK AND SIERRA GARDENS INDICATING THE EXISTING UNPAVED TRAIL AND ACCESS ROAD IS CLOSED FOR CONSTRUCTION.
3. CONTRACTOR TO WORK WITH CITY'S PUBLIC OUTREACH OFFICE TO INFORM THE PUBLIC, LOCAL, SCHOOLS AND PROPERTY OWNERS OF CONSTRUCTION ACTIVITIES AND ACCESS CLOSURE.
4. CONTRACTOR TO MAINTAIN ACCESS FOR PROPERTY OWNERS TO REAR LOTS DURING CONSTRUCTION



REVISIONS				BENCH MARK		FIELD BOOK		CITY# 400022		PSOMAS		DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT PLAN AND PROFILE		PP-16	
NO.	DESCRIPTION	DATE	BY	ELEV.	SEE NOTES	SCALE									
						HORIZ. 1"=40'									
						VERT. 1"=8'									

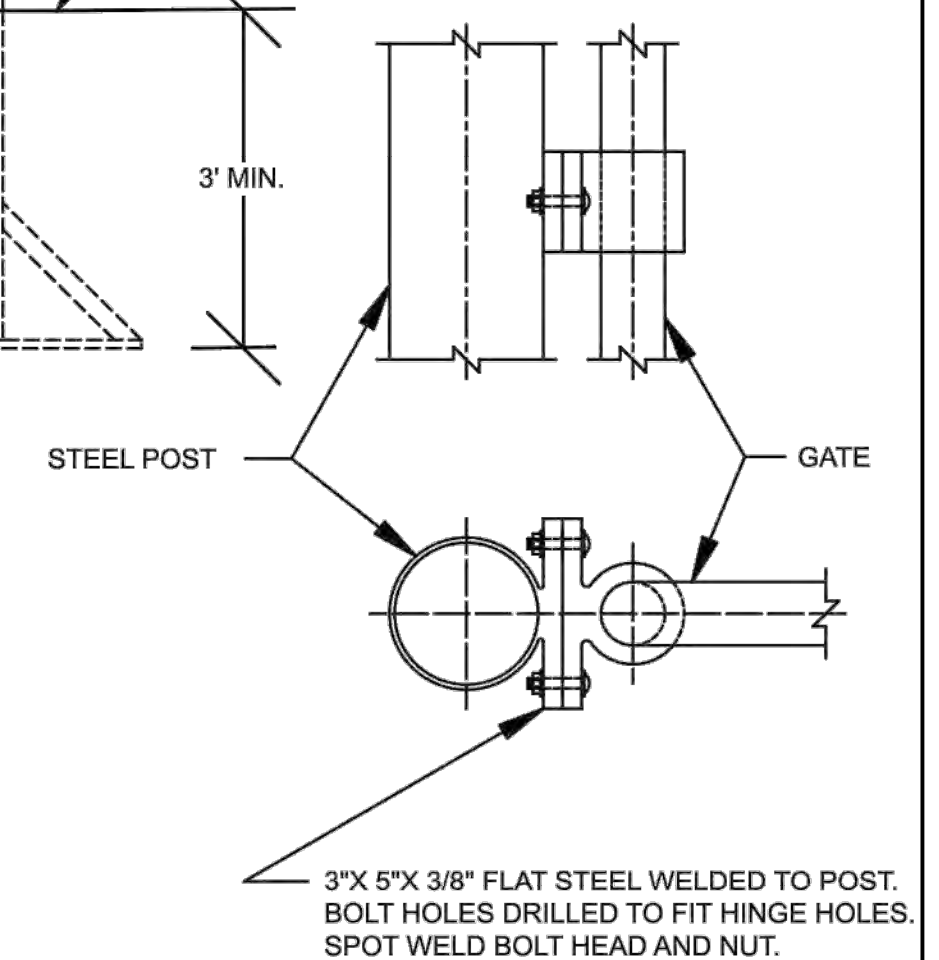
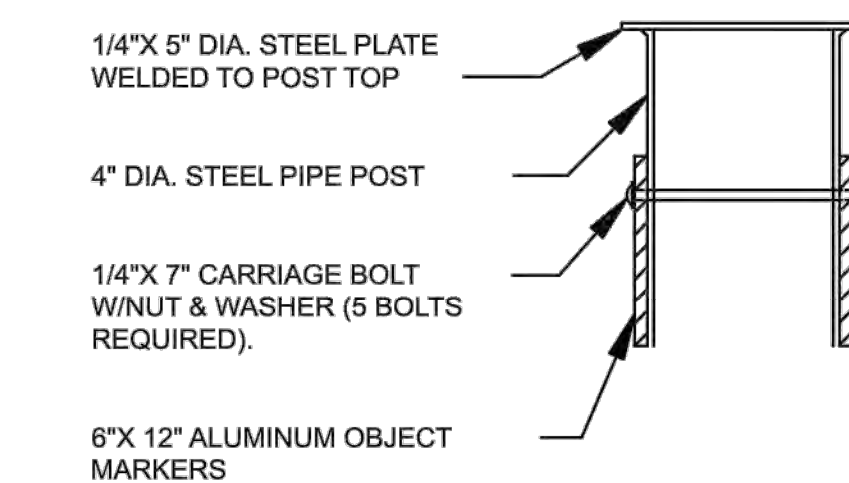
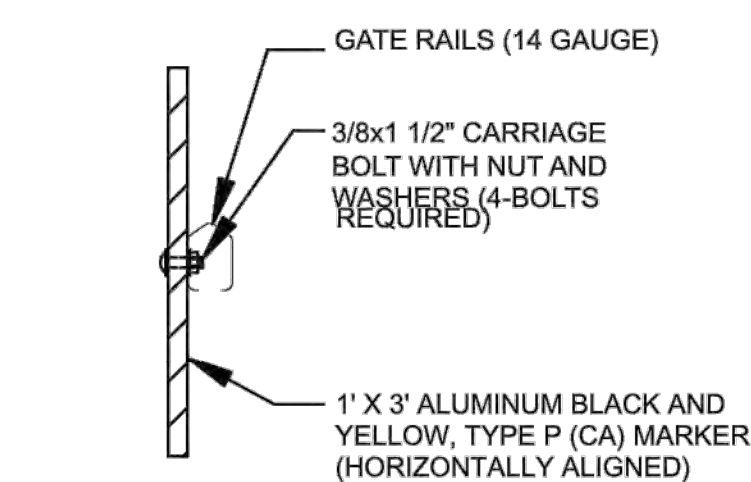
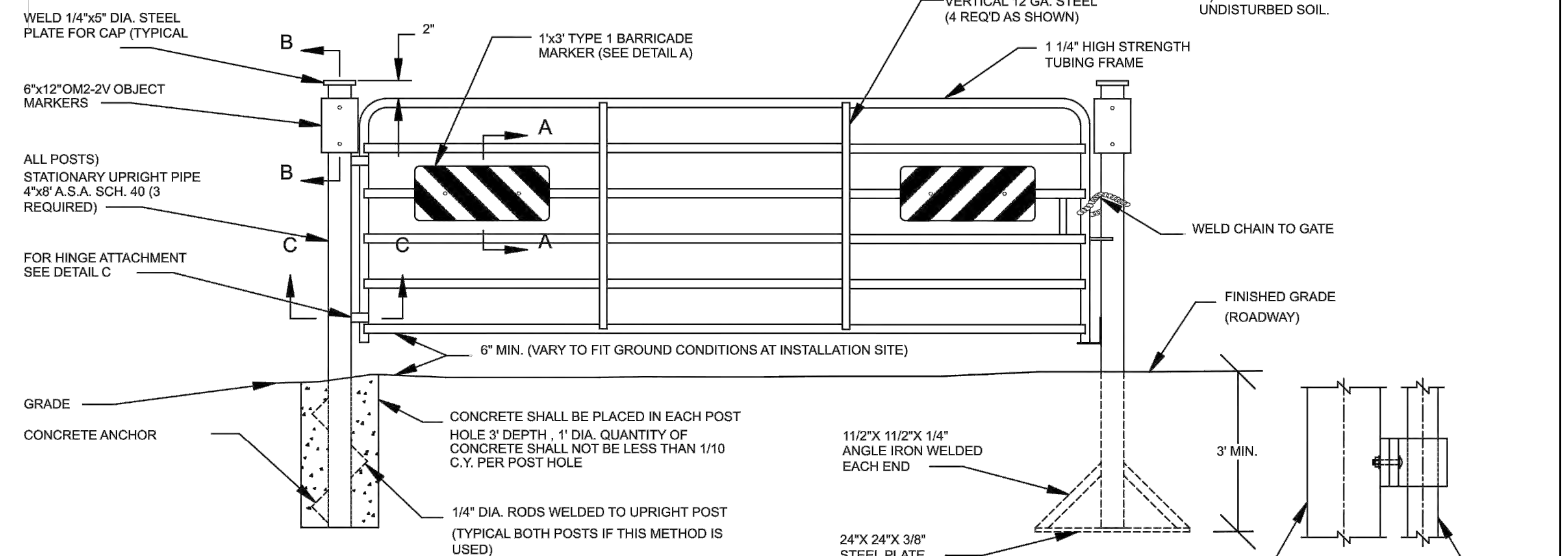
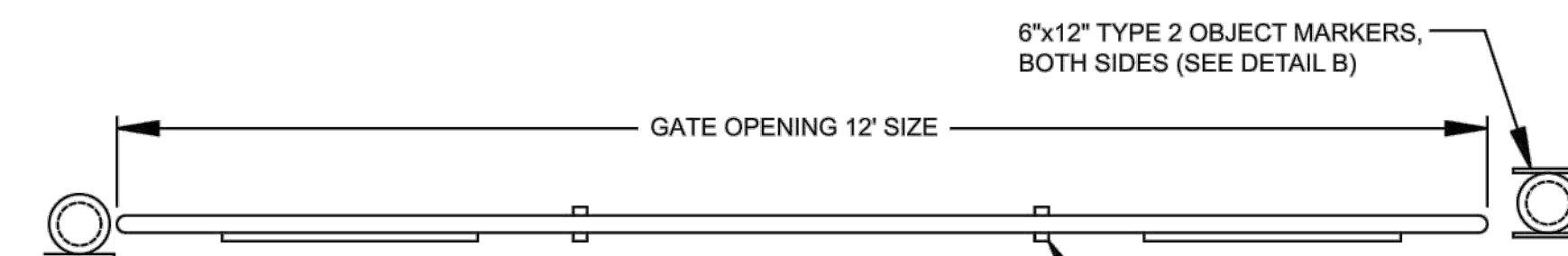
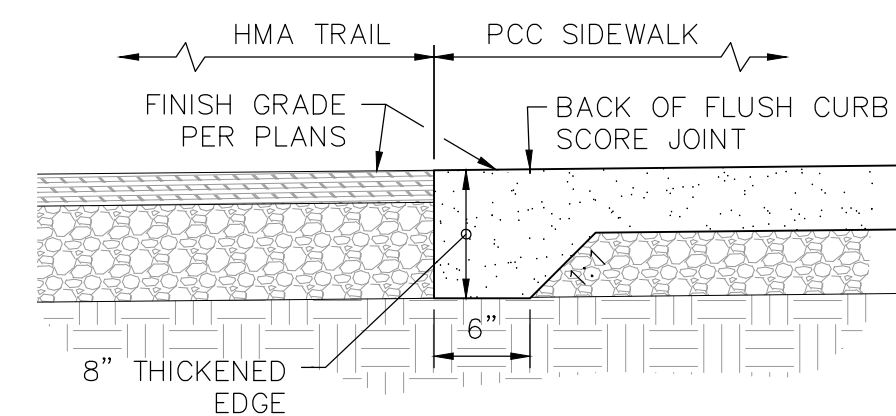
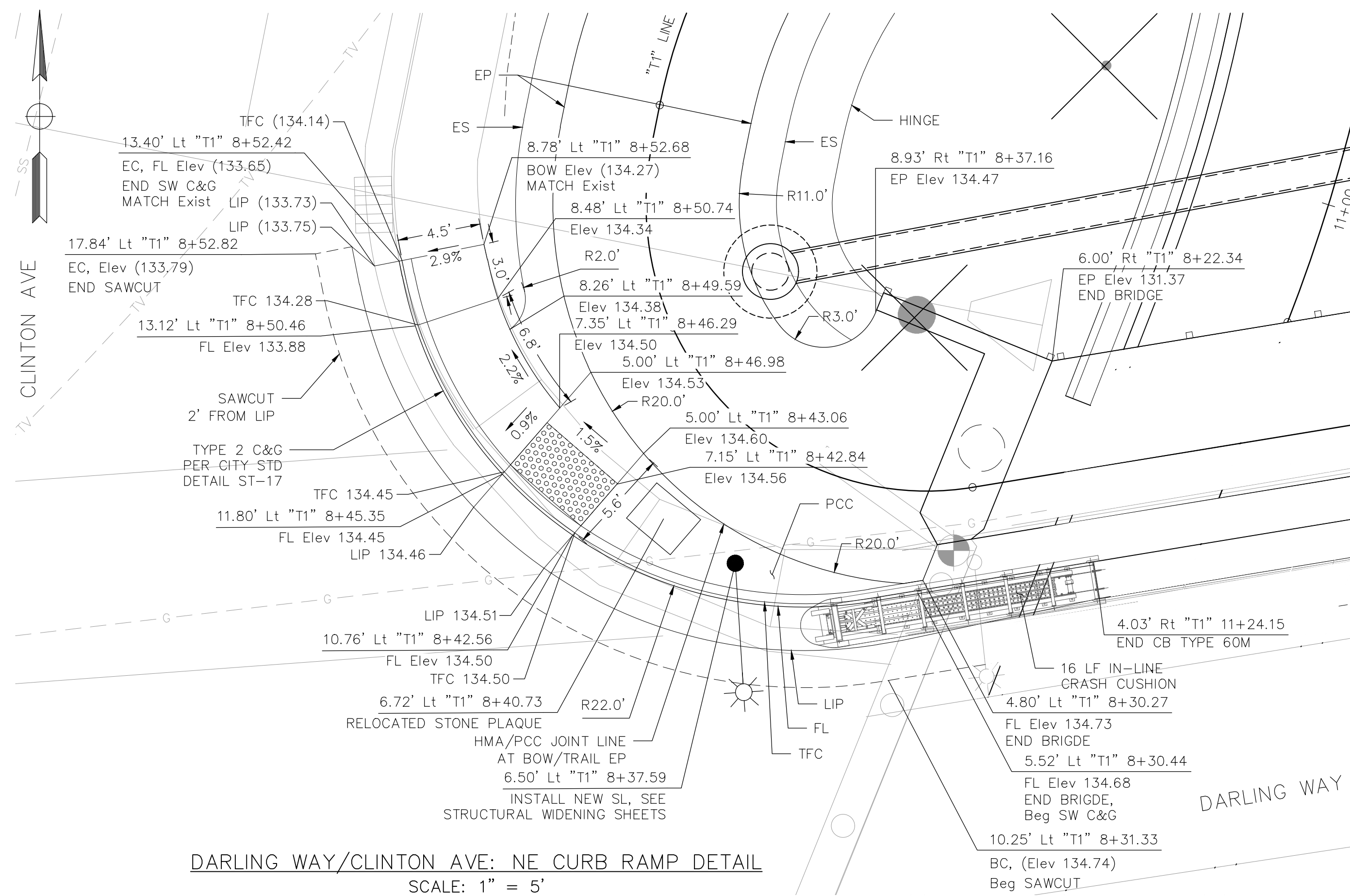
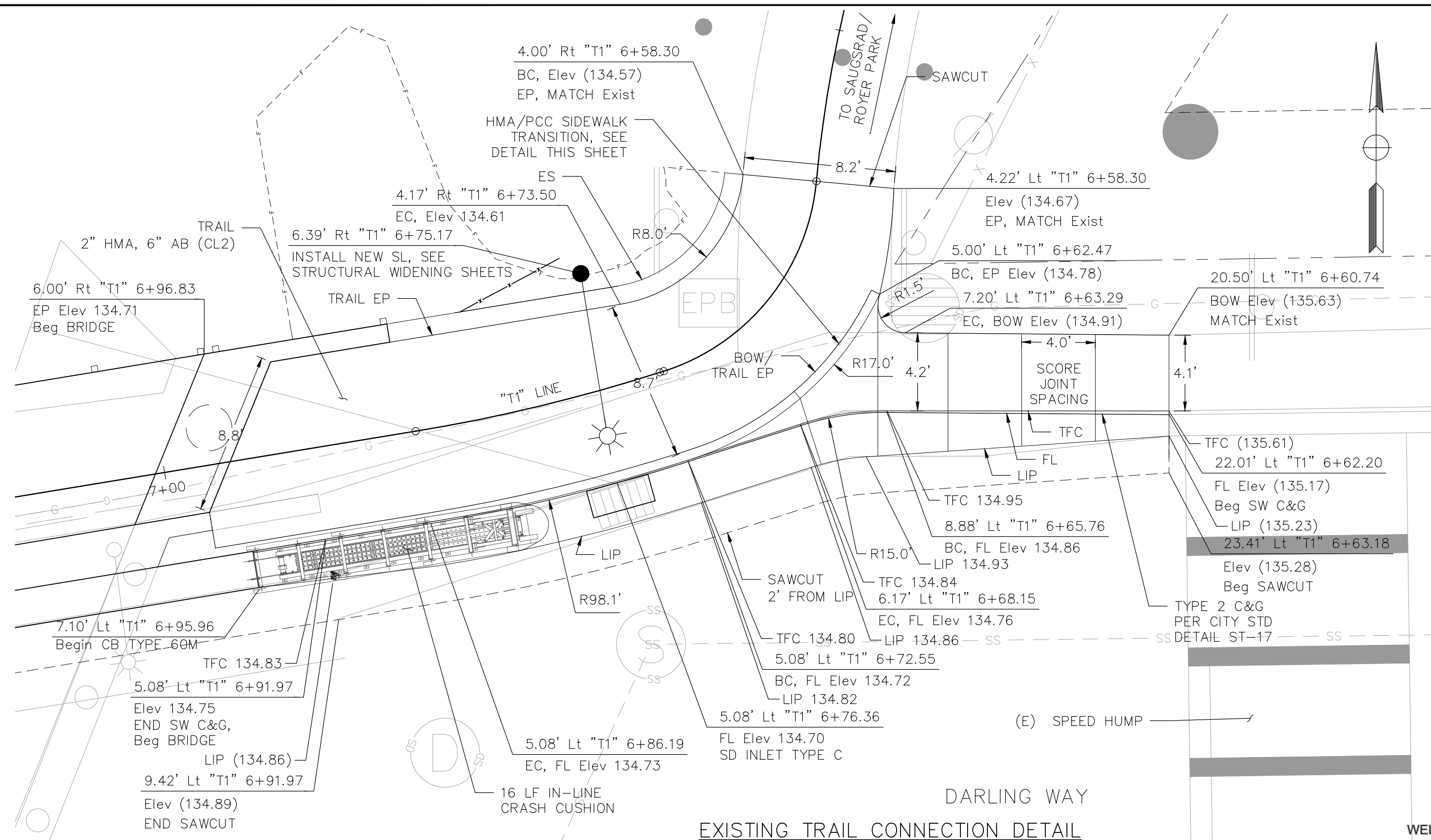
THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

CITY OF ROSEVILLE CALIFORNIA

DESIGNED BY: CHERYL SPATZ DATE 05/2023
CHECKED BY: BRIAN WRIGHT DATE 05/2023
DRAWN BY: AMENAH ALKAWAZ DATE 05/2023

BRIAN G. WRIGHT
No. C59331
Exp. 6-30-25
CIVIL
STATE OF CALIFORNIA

SHEET 29 OF 168



NOTES:

- 1.) GATE, ALL HARDWARE, SIGNS AND SIGN PLACEMENT, ETC. TYPICAL WITH ELEVATION VIEW AS SHOWN ABOVE. 6 BAR HEAVY DUTY BOLL GATE BY POWDER RIVER CO. OR EQUAL.
- 2.) ALL STEEL SURFACES SHALL BE HOT DIPPED GALVANIZED WITH 1.40 OUNCES OF ZINC COATING PER SQUARE FOOT, CONFORMING TO ASTM A-653.
- 3.) AFTER THE GATE IS INSTALLED AND ADJUSTED, ALL BOLT THREADS SHALL BE PEENED OR SPOT WELDED TO PREVENT REMOVAL.
- 4.) CONCRETE SHALL BE PLACED AGAINST UNDISTURBED SOIL.

[illegible]

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING
IS BASED ON THE CITY OF ROSEVILLE
BENCHMARKS 65, 66, 85, AND 90,
ADJUSTED TO NAVD88 BY ADDING A
PROJECT FACTOR OF +2.16 FEET.

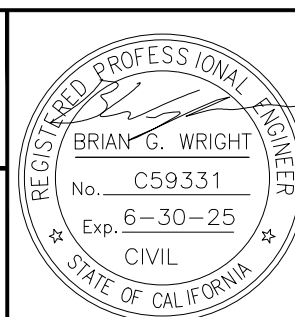
FIELD BOOK
SCALE HORIZ. <u>SHOW</u> VERT. <u>N/A</u>

CITY#	400022
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P S O M A S
 1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023
 CHECKED BY: BRIAN WRIGHT DATE 05/2023
 DRAWN BY: AMENAH ALKAWAZ DATE 05/2023

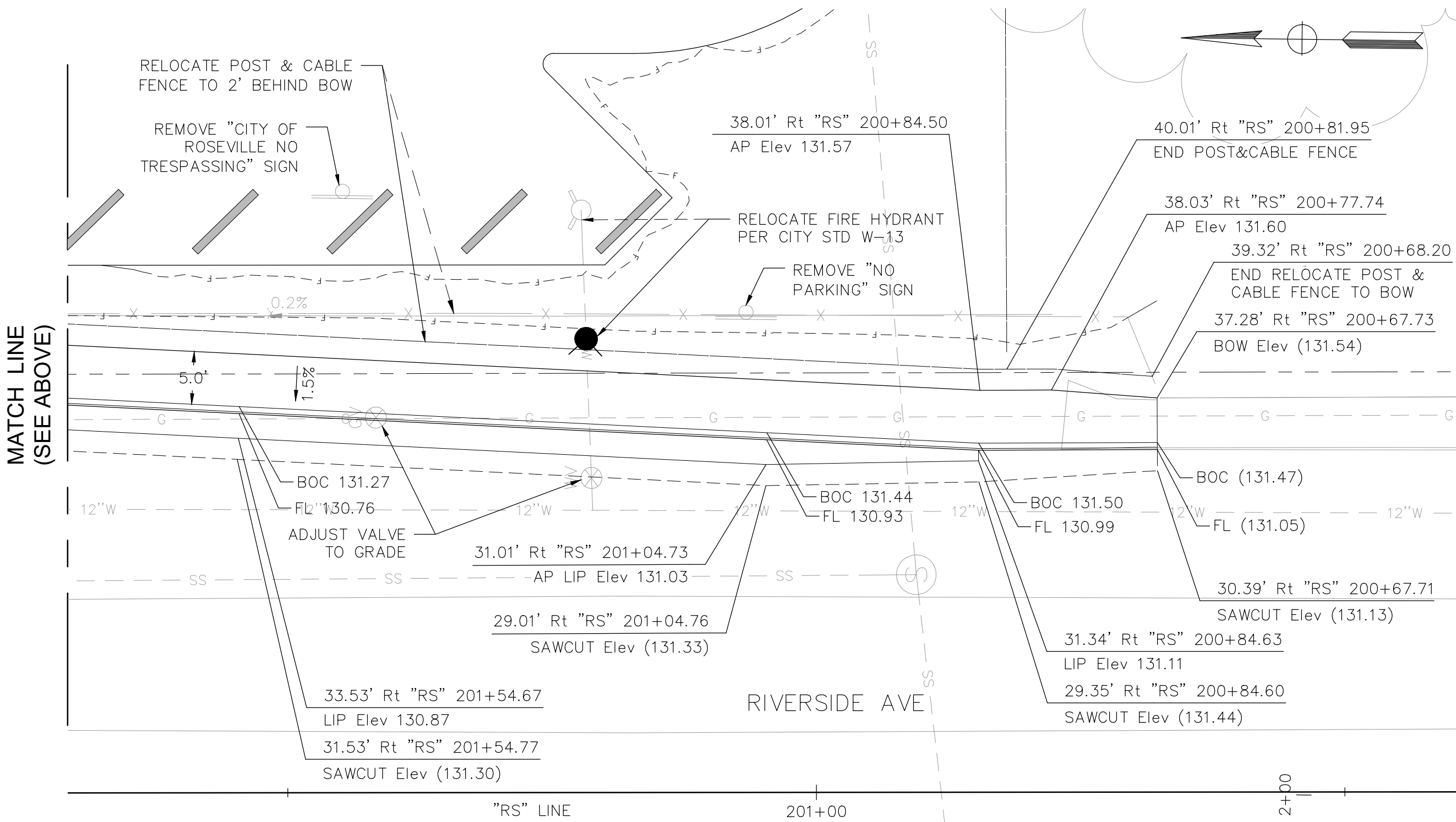
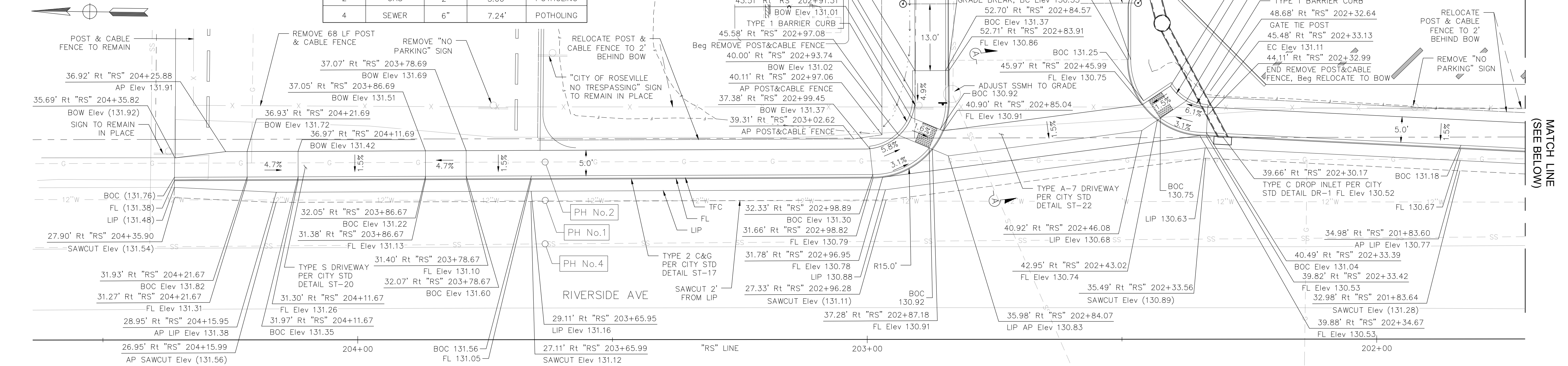


DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT CONSTRUCTION DETAILS

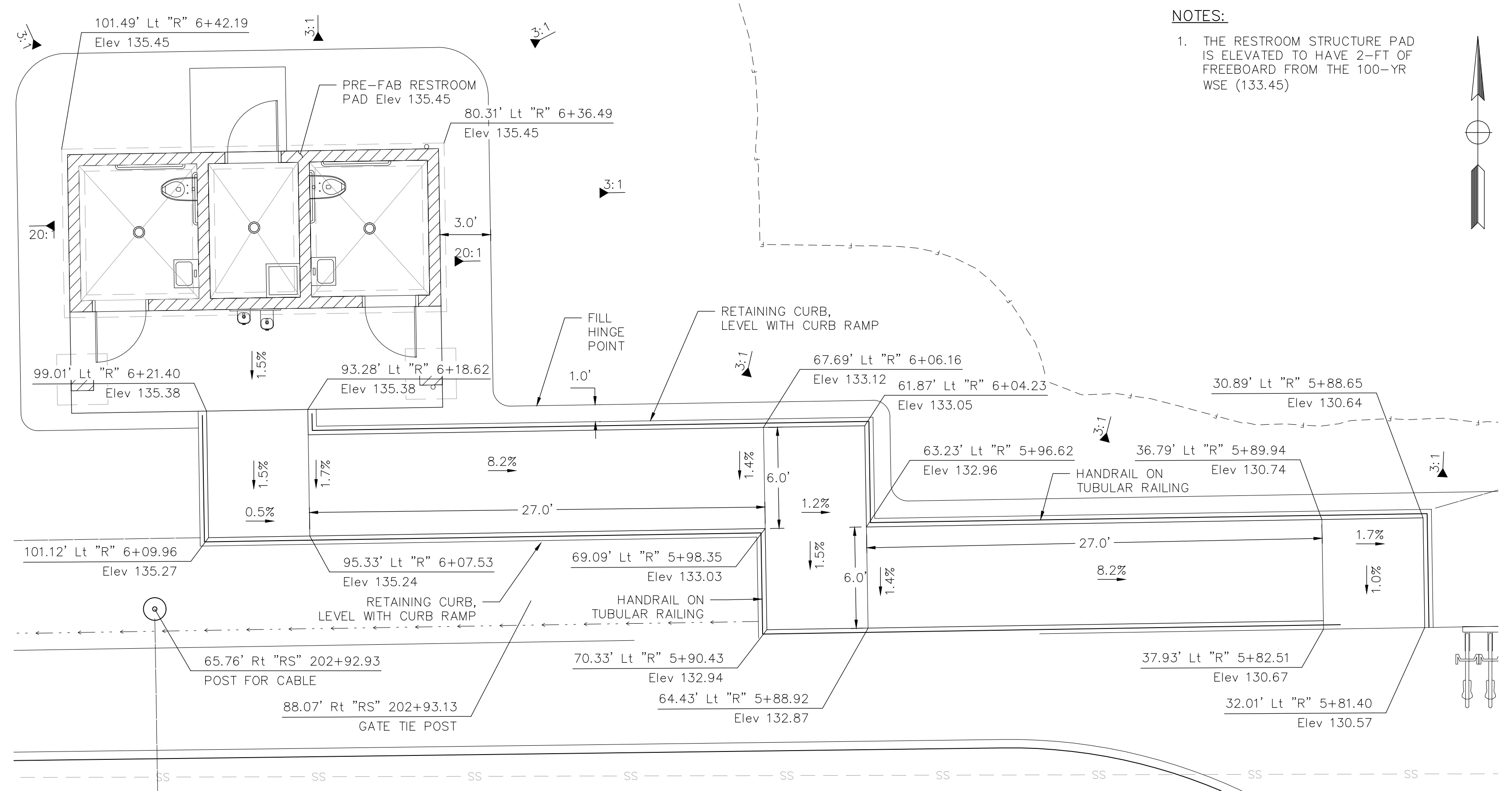
SHEET
30
— OF —
168

1. REMOVE POST & CABLE FENCE REQUIRES A TERMINAL END POST TO BE INSTALLED. REFER TO CITY STD DETAIL PK-41

POSITIVE LOCATION INFORMATION				
PH No.	UTILITY	SIZE	DEPTH TO UTILITY	METHOD
1	WATER	12"	3.16'	POTHOLING
2	GAS	2"	3.66'	POTHOLING
4	SEWER	6"	7.24'	POTHOLING



RIVERSIDE AVE SIDEWALK & TRAILHEAD ENTRANCE DETAIL
SCALE: 1" = 10'



TRAILHEAD RESTROOM RAMP DETAIL
SCALE: 1" = 5'

[illegible]

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING
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BENCHMARKS 65, 66, 85, AND 90,
ADJUSTED TO NAVD88 BY ADDING A
PROJECT FACTOR OF +2.16 FEET.

SCALE
HORIZ. SHOWN
VERT. N/A

CITY#	400022
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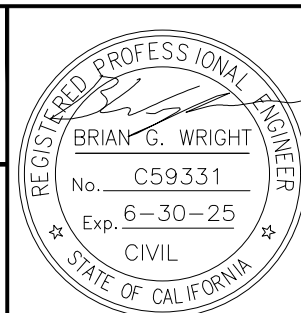


P S O M A S

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023

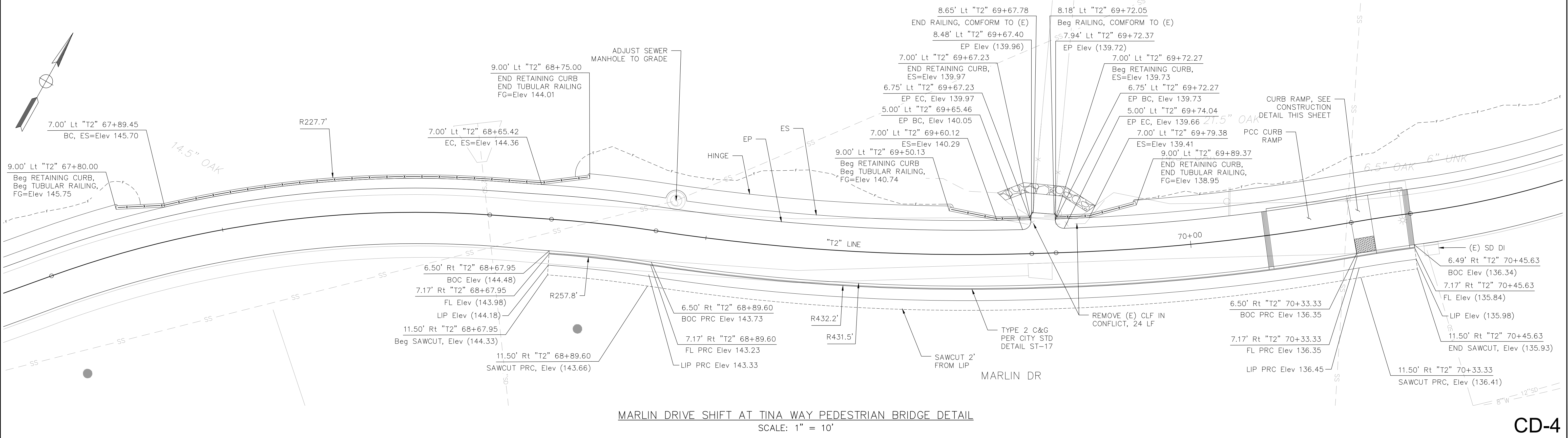
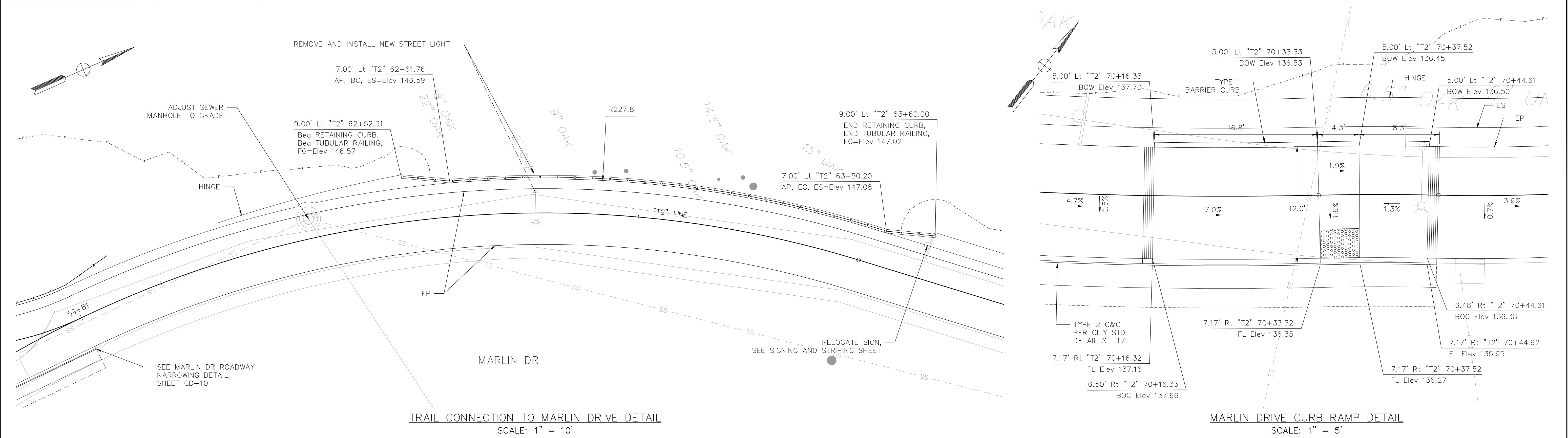
CHECKED BY: BRIAN WRIGHT DATE 05/2023



DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT CONSTRUCTION DETAILS

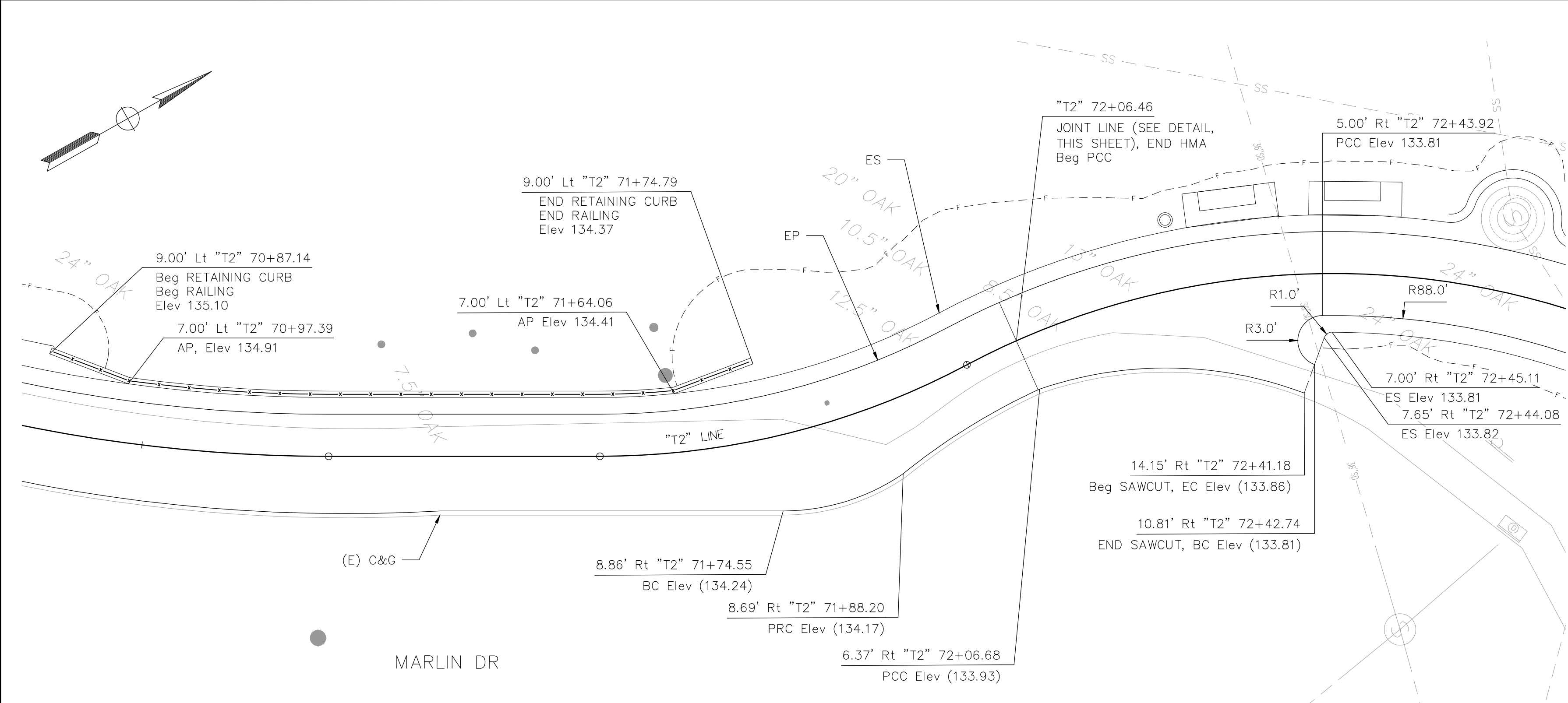
SHEET
31
— OF —
168

Xrefs: DCBT-C-BORDERV-TPG-DryCreek_Topo-MIDCBT-C-ROJDCBT-X-PLJDCBT-C-TOPO-ADDITIONSIB0_Linda_Creek_Foundation(ORJ-R-RDWY_purged] 20-103-LWD_Base[DCBT-X-UTL Images: cropped COR block logo.tifcropped COR block logo.tif[Mac_Signature.jpg]

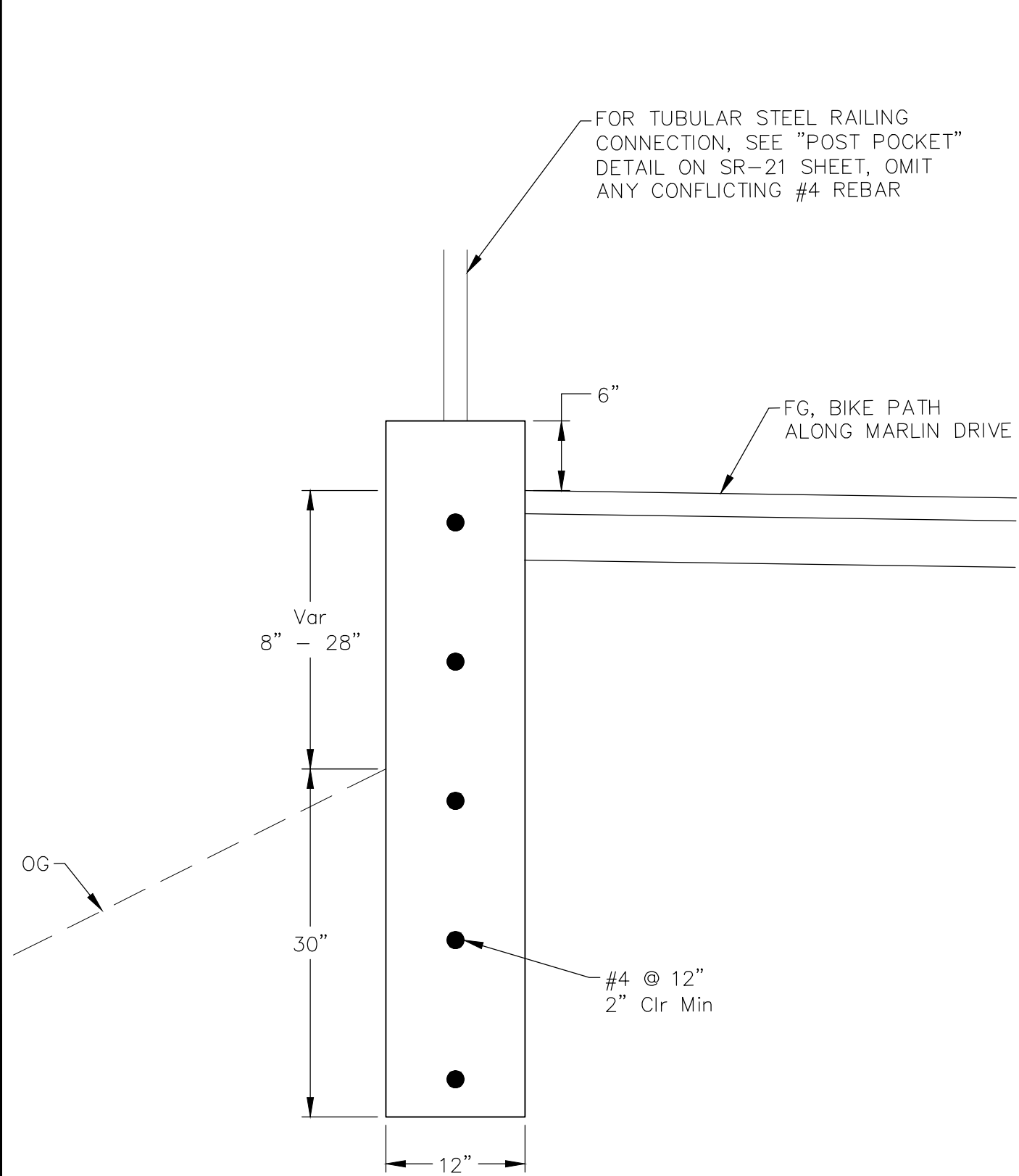


REVISIONS				BENCH MARK	FIELD BOOK	CITY# 400022	PSOMAS 1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122 DESIGNED BY: CHERYL SPATZ DATE 05/2023 CHECKED BY: BRIAN WRIGHT DATE 05/2023 DRAWN BY: AMENAH ALKAWAZ DATE 05/2023		DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT CONSTRUCTION DETAILS	SHEET 33 OF 168
NO.	DESCRIPTION	DATE	BY	ELEV. SEE NOTES	SCALE HORIZ. SHOWN VERT. N/A					

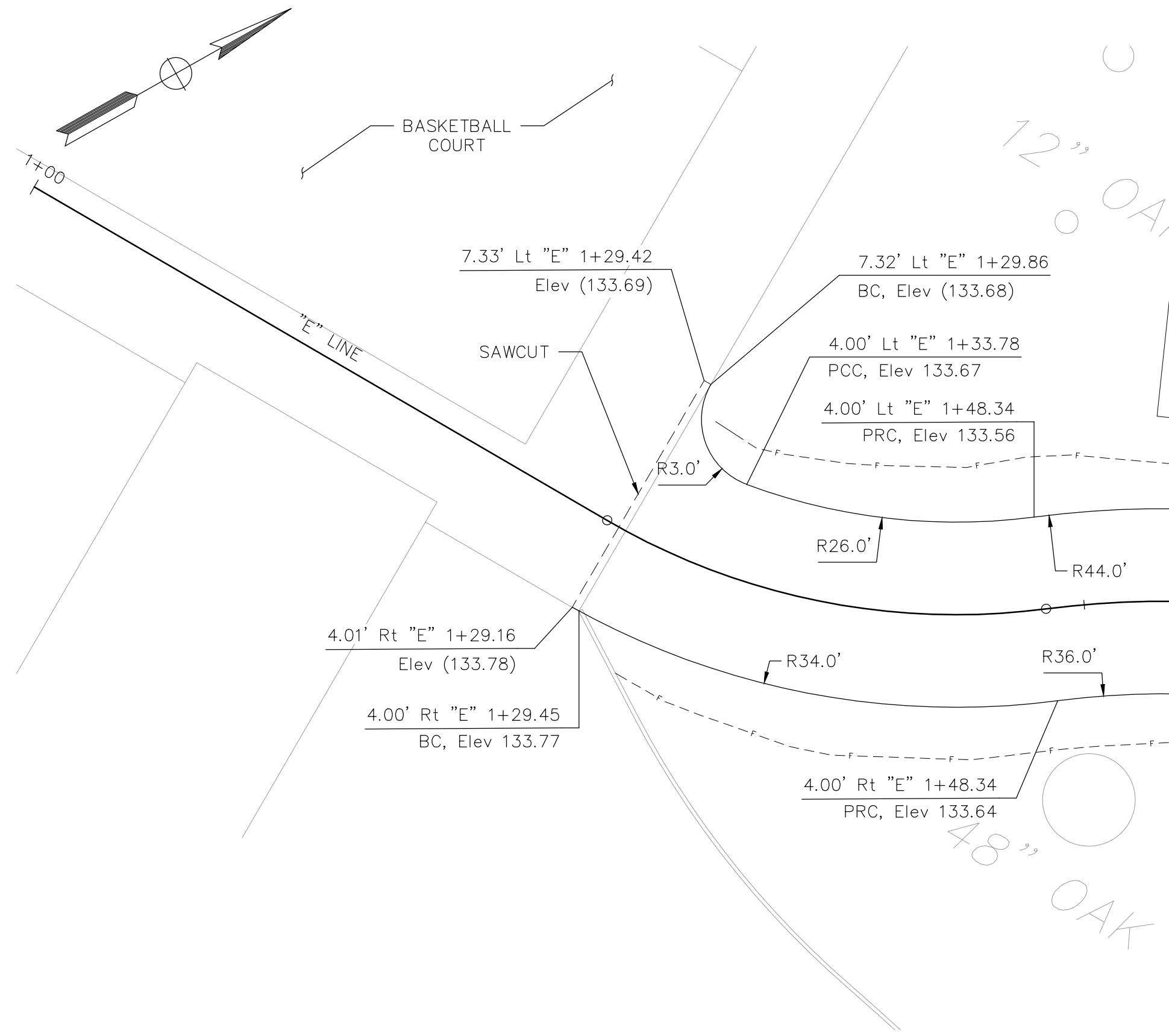
Xrefs: DCBT-C-BORDERV-TPG-DryCreek_Topo-MIDCBT-C-ROJDCBT-X-PLJDCBT-C-TOPO-ADDITIONSIB0_Linda_Creek_Foundation[ORD-R-RDWAY_purged] 20-103-LWD_Base[DCBT-X-UTL Images: cropped COR block logo.tifcropped COR block logo.tifMarC_Signature.jpg]



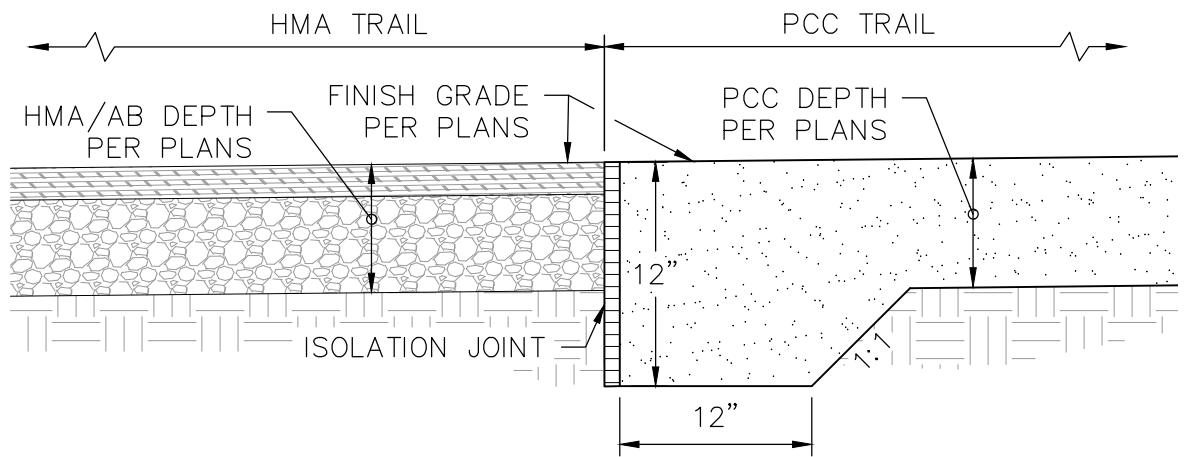
TRAIL CONNECTION MARLIN DR TO EASTWOOD PARK DETAIL
SCALE: 1" = 10'



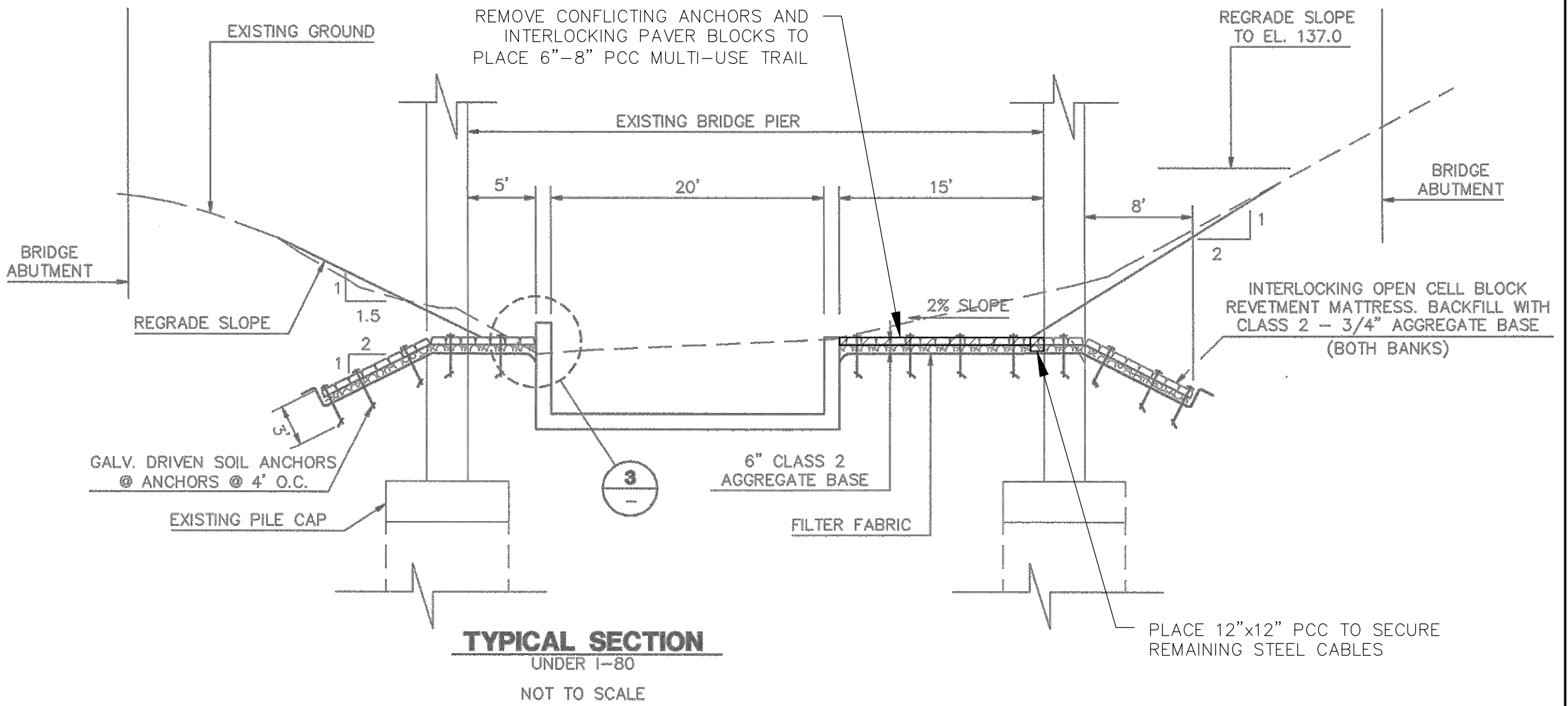
RETAINING CURB DETAIL
SCALE: N.T.S.



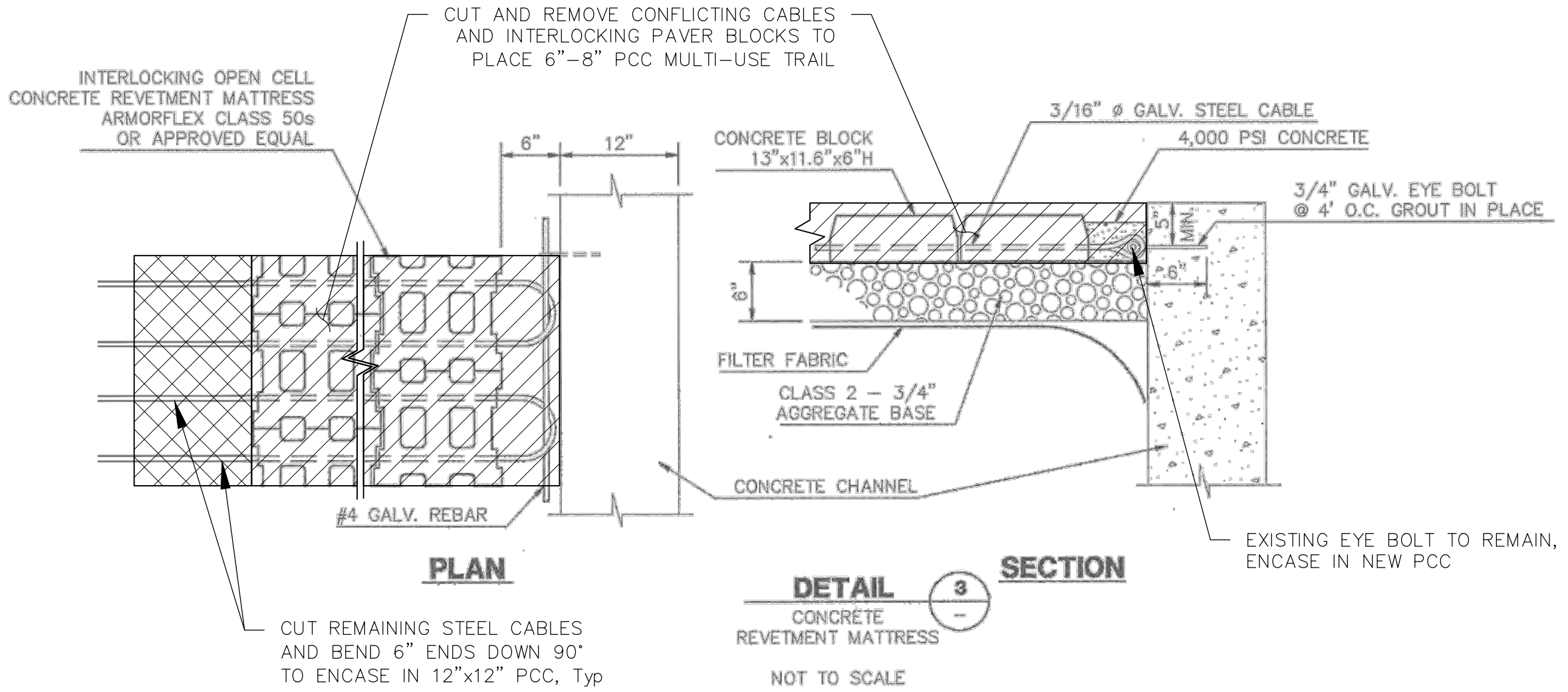
TRAIL CONNECTION TO EASTWOOD PARK BASKETBALL COURT DETAIL
SCALE: 1" = 5'



TRAIL PAVEMENT HMA/PCC JOINT LINE DETAIL
SCALE: N.T.S.



TYPICAL SECTION
UNDER I-80
NOT TO SCALE



I-80 UNDERCROSSING PAVER MATTRESS REMOVAL DETAIL
SCALE: N.T.S.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. SEE NOTES
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FIELD BOOK
SCALE
HORIZ. SHOWN
VERT. N/A

CITY# 400022

CITY OF
ROSEVILLE
CALIFORNIA

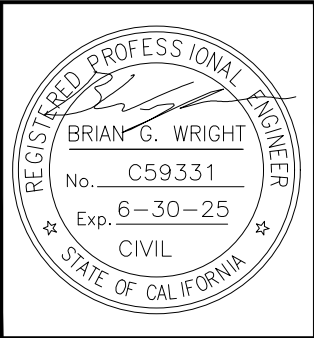
PSOMAS

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023

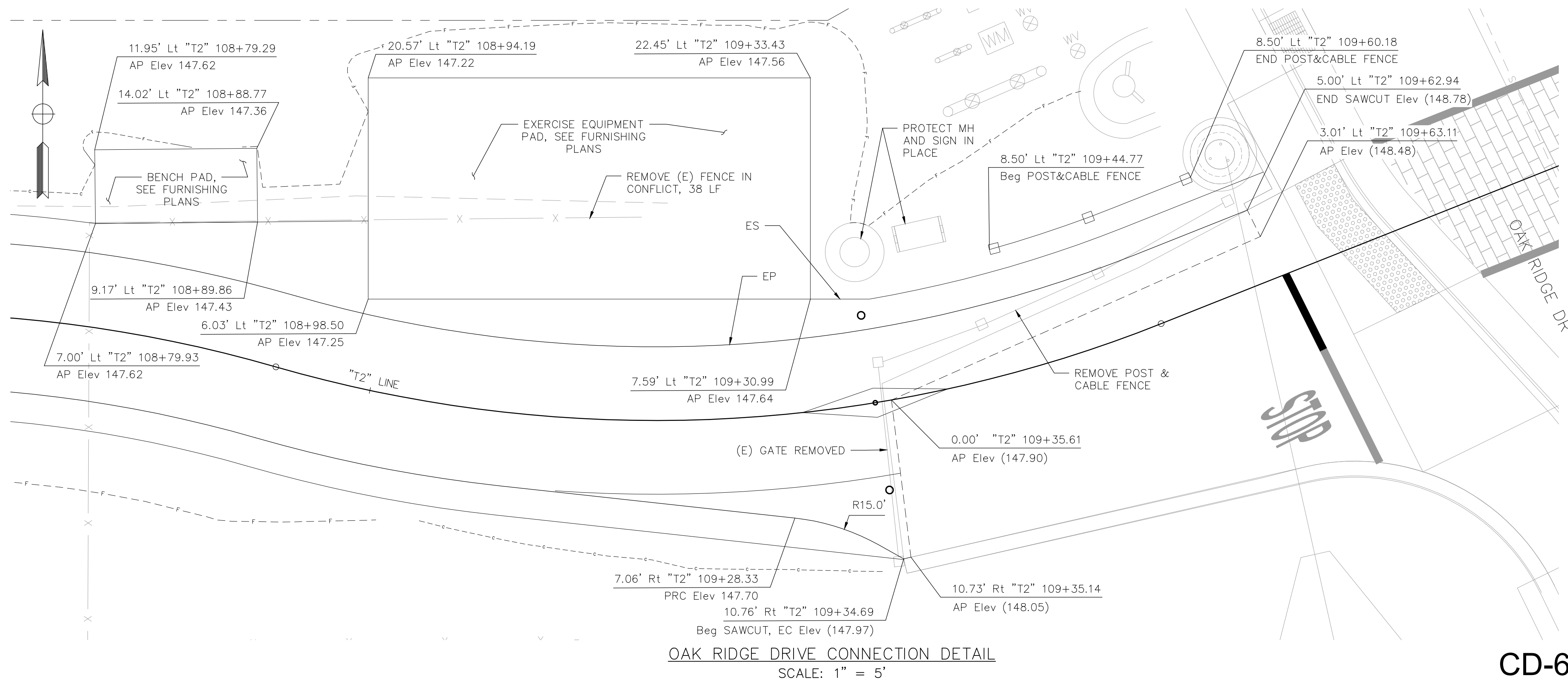
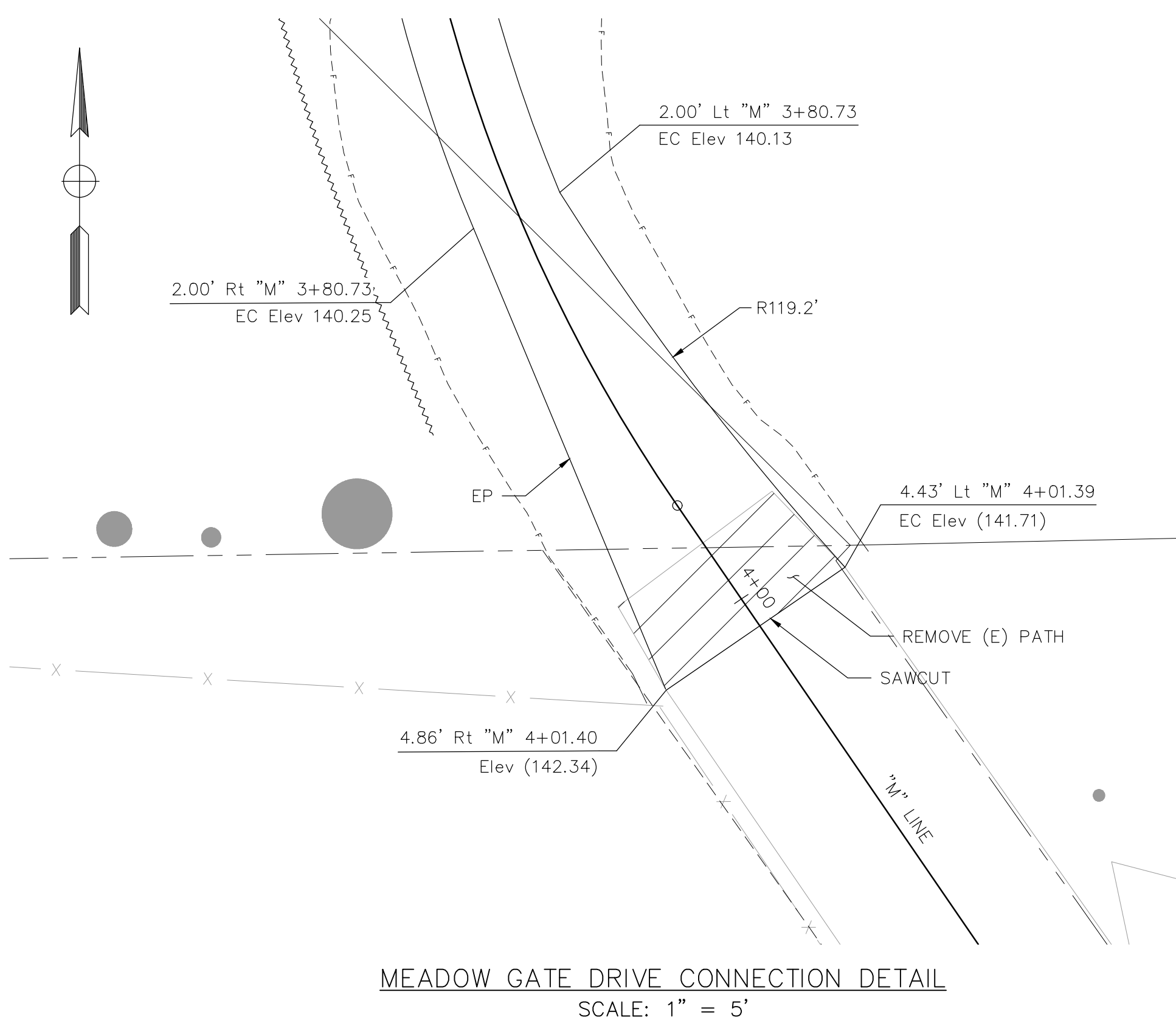
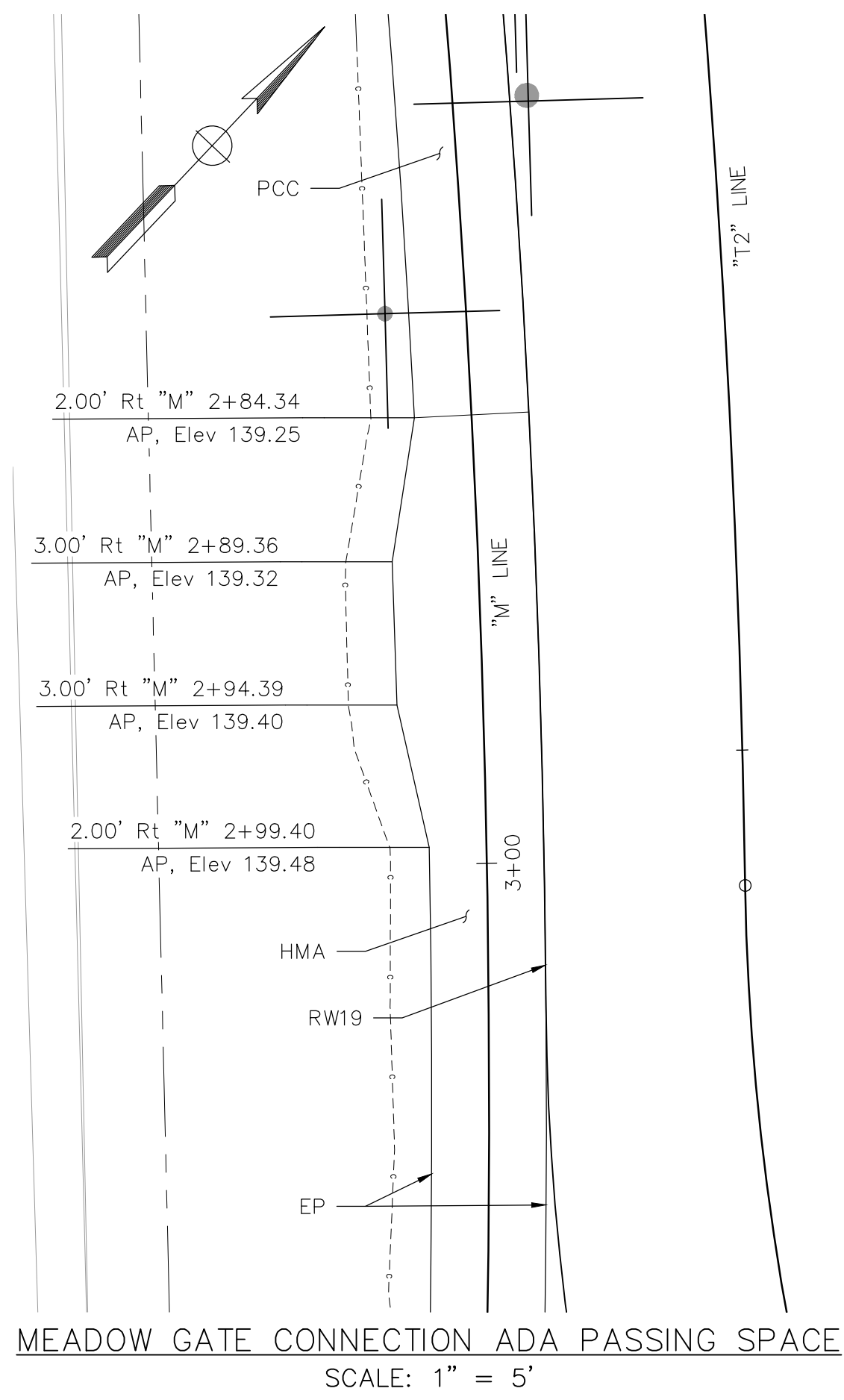
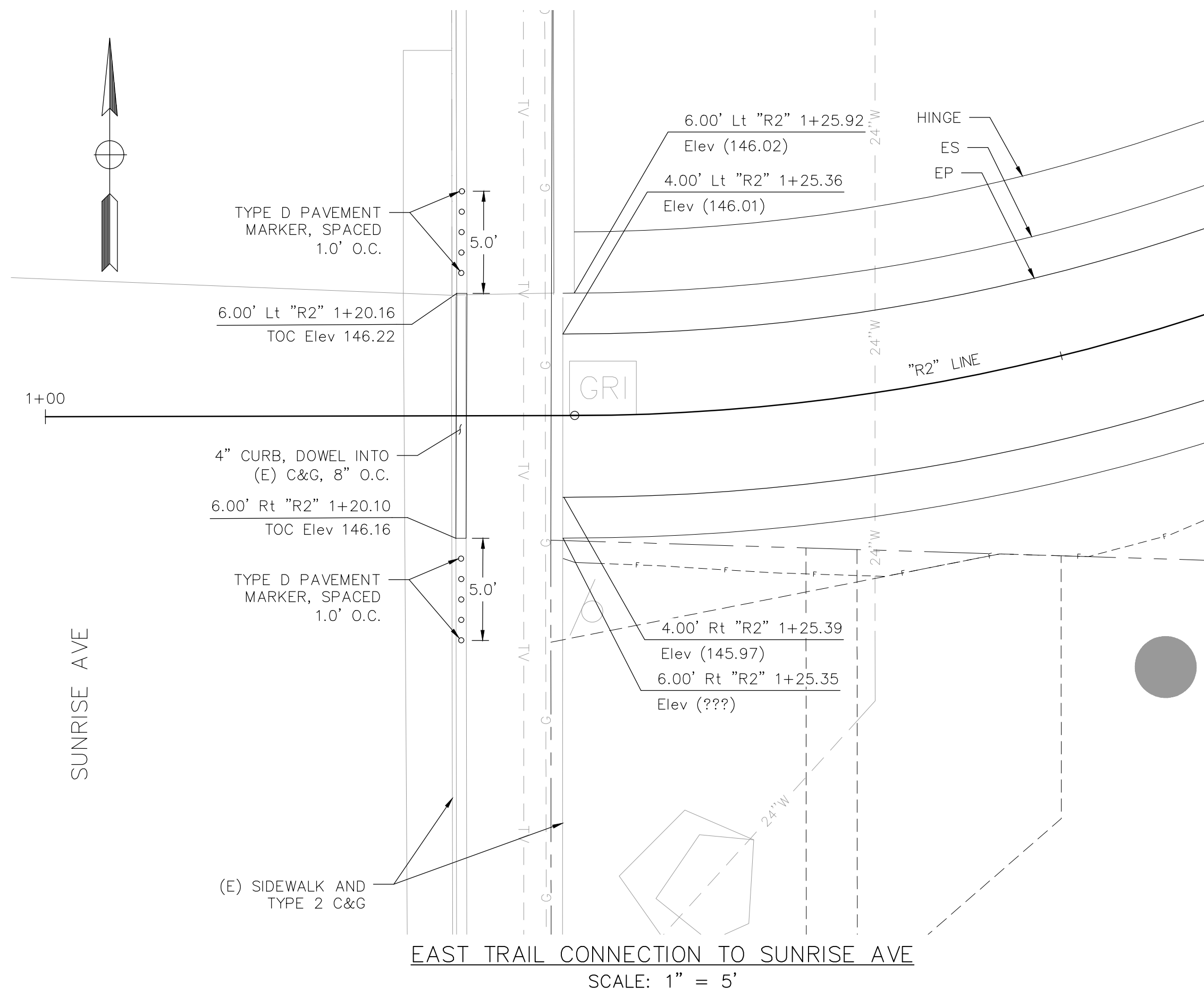
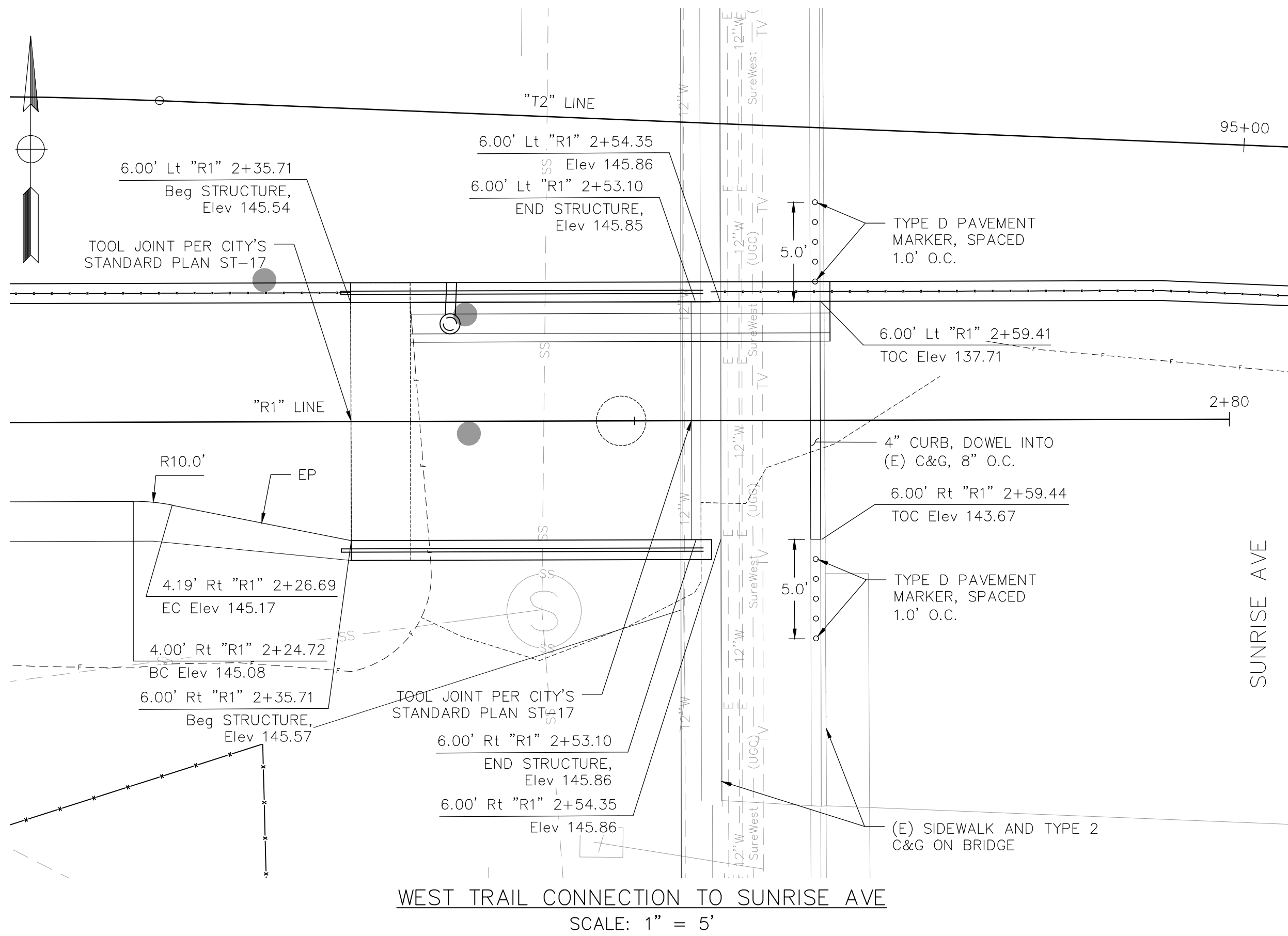
CHECKED BY: BRIAN WRIGHT DATE 05/2023

DRAWN BY: AMENAH ALKAWAZ DATE 05/2023



DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
CONSTRUCTION DETAILS

Xrefs: DCBT-C-BORDERV-TPG-DryCreek_Topo-MIDCBT-C-ROJDCBT-X-PLJDCBT-C-TOPO-ADDITIONSIS80_Linda_Creek_Foundation(ORD-R-RD-WY_purged) 20-103-LWD_Base(DCBT-X-UTL Images: cropped COR block logo.tifcropped COR block logo.tifMar_Signature.jpg



REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. SEE NOTES
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FIELD BOOK
SCALE
HORIZ. 1"=5'
VERT. N/A

CITY# 400022

PSOMAS

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023

CHECKED BY: BRIAN WRIGHT DATE 05/2023

DRAWN BY: AMENAH ALKAWAZ DATE 05/2023

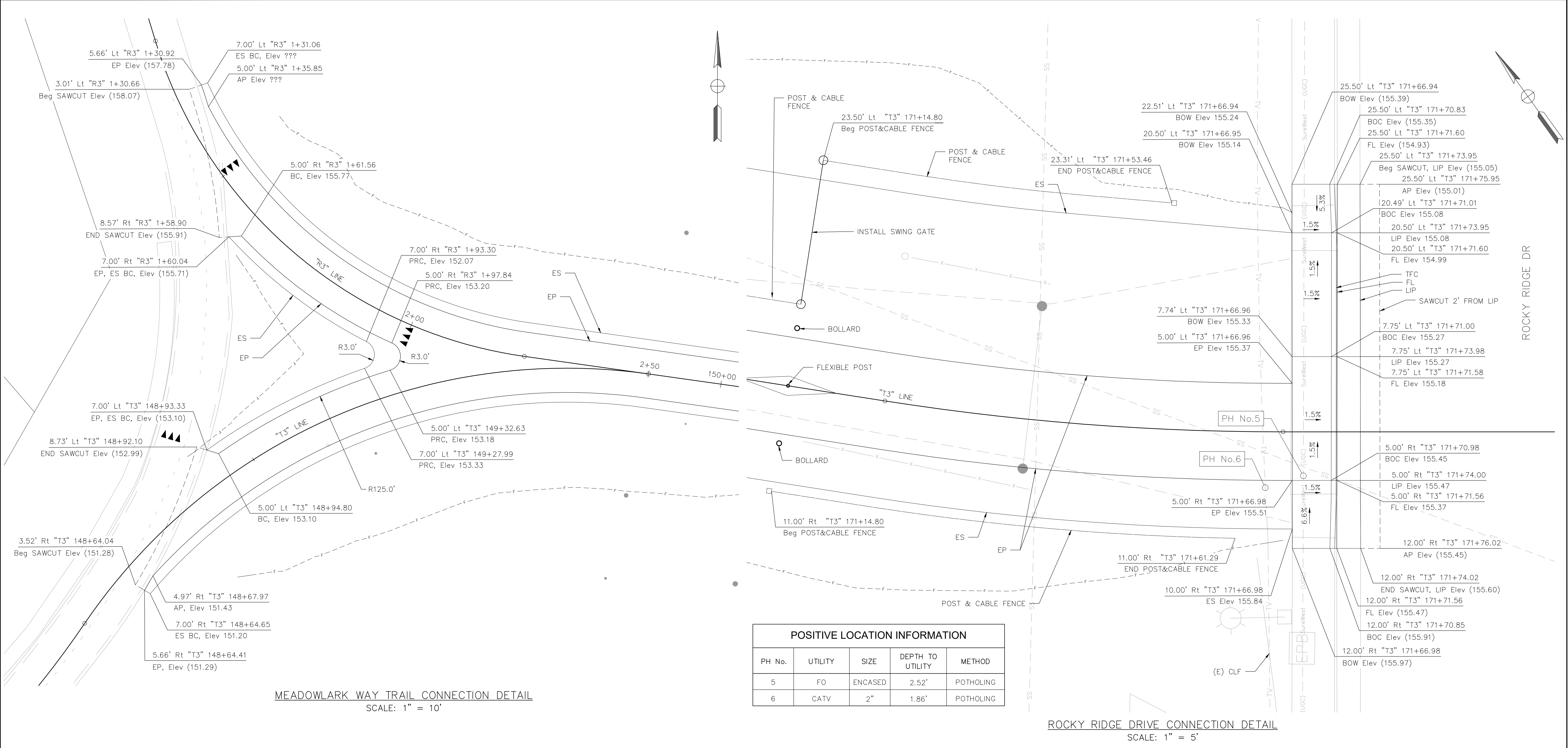


DRY CREEK GREENWAY EAST PHASE 1

TRAIL IMPROVEMENT PROJECT

CONSTRUCTION DETAILS

Xrefs: DCBT-C-BORDER\IV-TPG-DryCreek_Topo-All\DCBT-C-RO\DCBT-X-PL\DCBT-C-TOPO-ADDITIONS\180_Linda_Creek_Foundation\ORD-R-RD\WY_purged\ 20-103-LWD_Base\DCBT-X-UTIL
Images: cropped COR block logo.tif\cropped COR block logo.tif\Marv_Signature.jpg



REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. SEE NOTES
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FIELD BOOK
SCALE
HORIZ. SHOWN
VERT. N/A

CITY# 400022

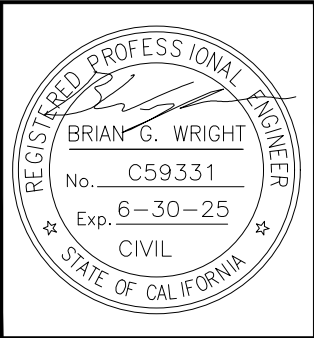
PSOMAS

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

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DRY CREEK GREENWAY EAST PHASE 1

TRAIL IMPROVEMENT PROJECT

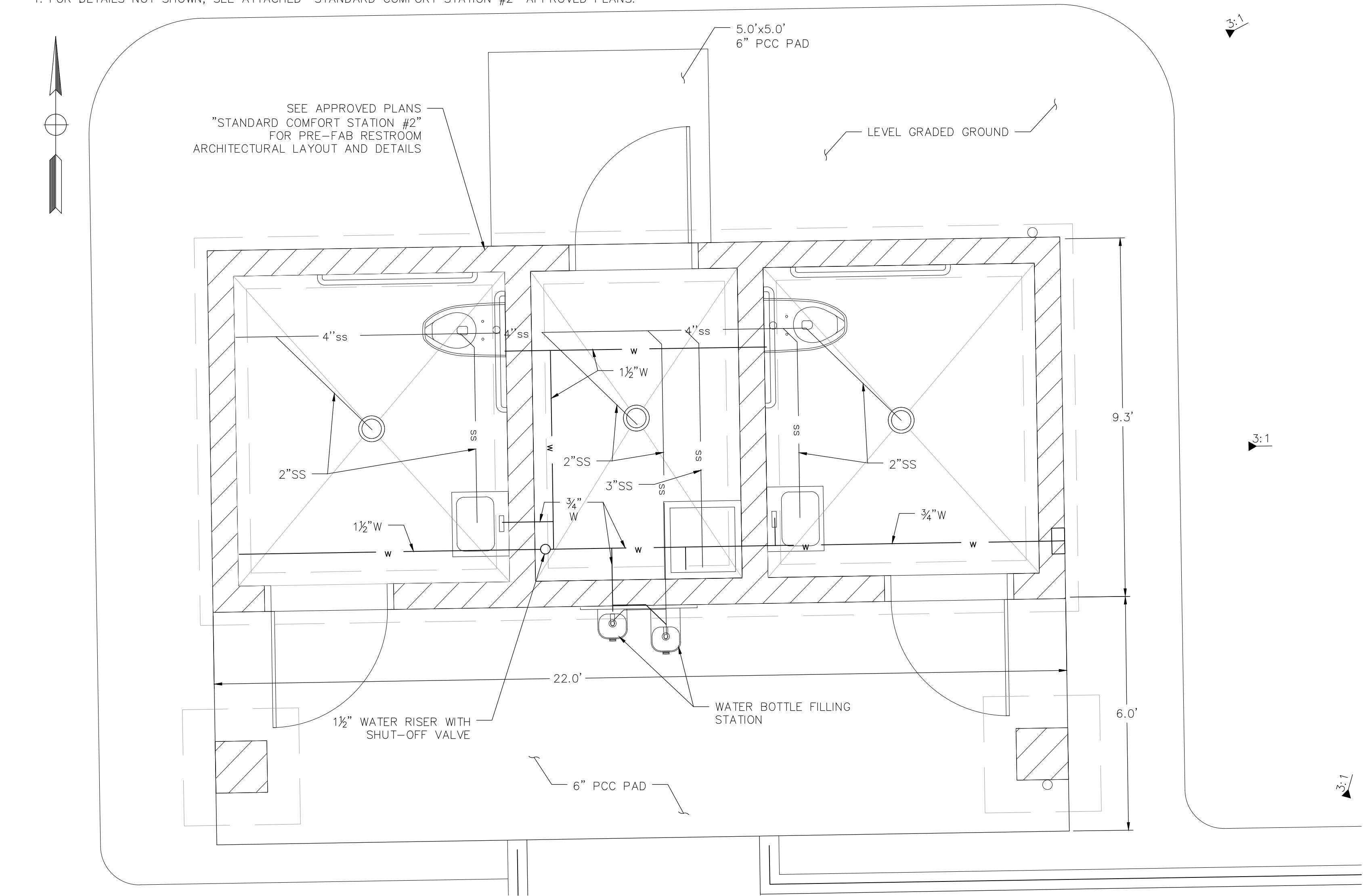
CONSTRUCTION DETAILS

NOTES:

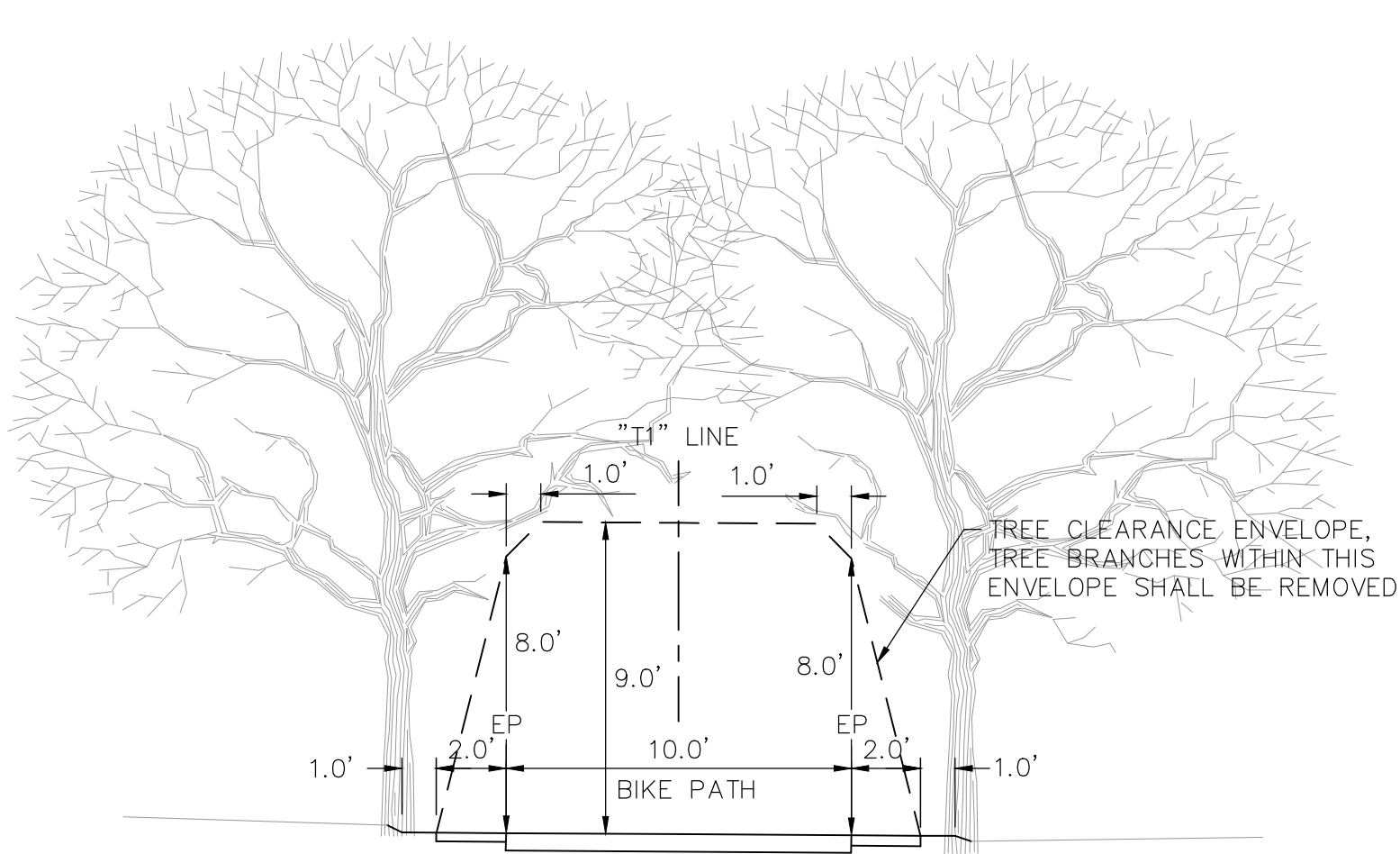
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NOTES:

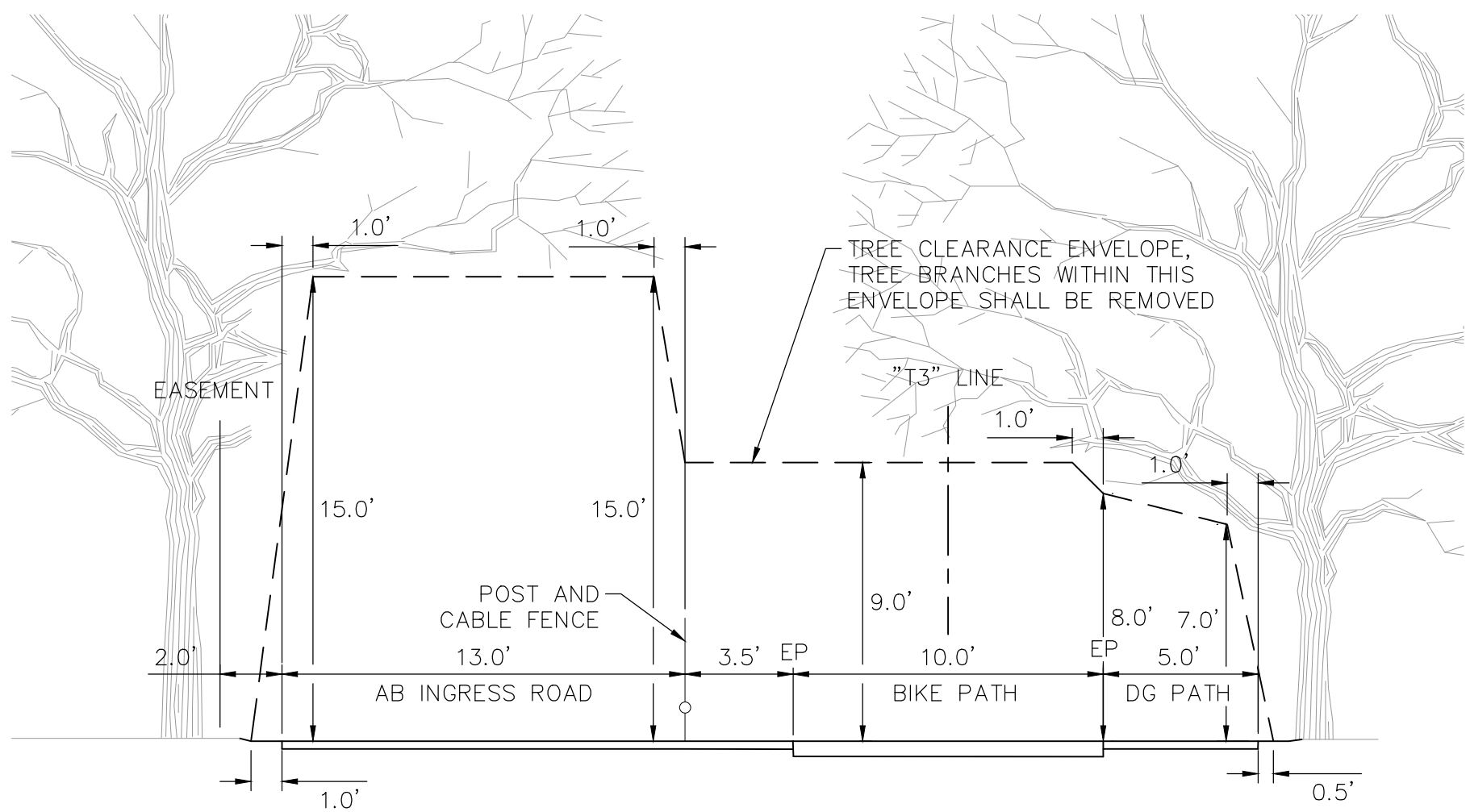
1. FOR DETAILS NOT SHOWN, SEE ATTACHED "STANDARD COMFORT STATION #2" APPROVED PLANS.



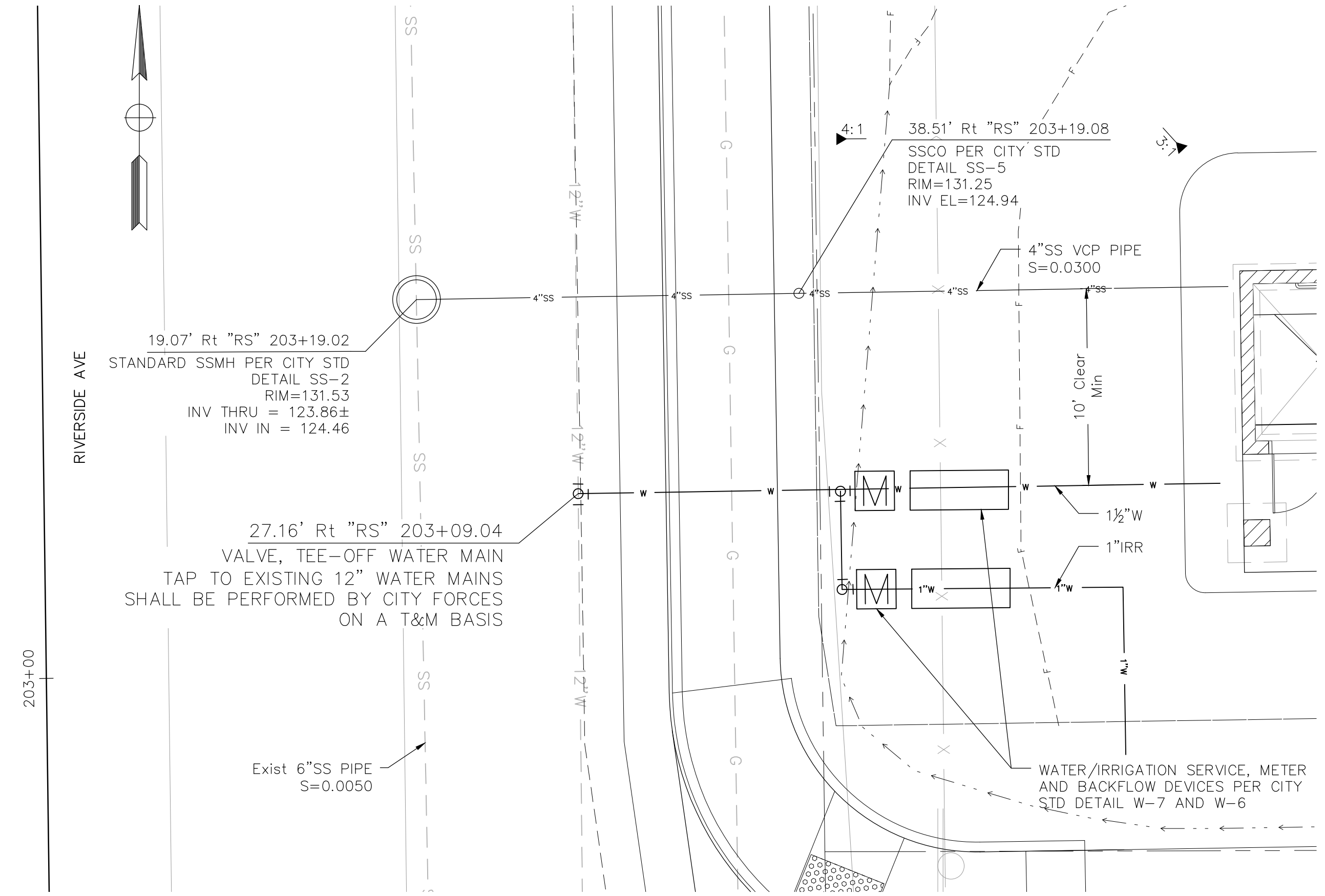
TRAILHEAD RESTROOM FLOOR PLAN
SCALE: 1" = 2'



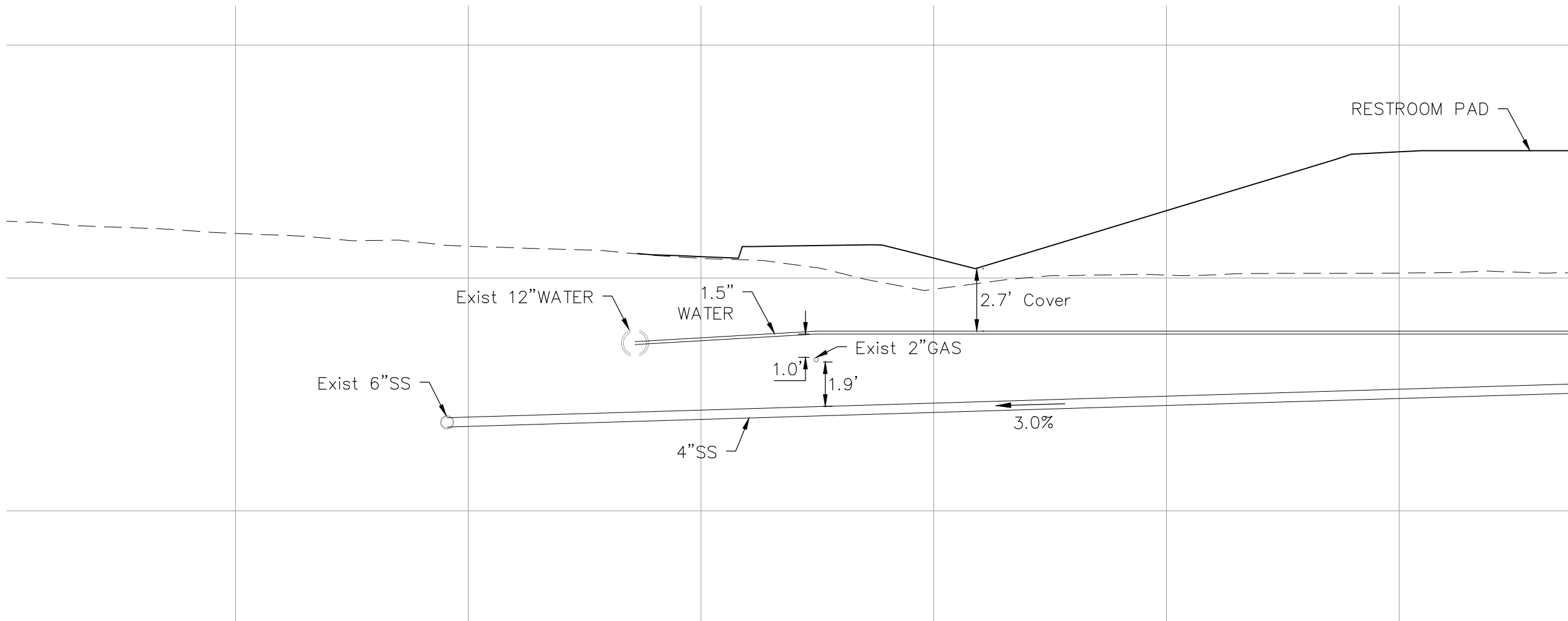
TYPICAL TREE-TRAIL CLEARANCE DETAIL
SCALE: 1" = 5'



TREE-TRAIL CLEARANCE DETAIL (MEADOWVIEW SEGMENT)
SCALE: 1" = 5'



TRAILHEAD ONSITE WATER AND SEWER DETAIL
SCALE: 1" = 5'



TRAILHEAD ONSITE WATER AND SEWER PROFILE
SCALE: H: 1" = 5', V: 1" = 5'

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. SEE NOTES
THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.	

FIELD BOOK
SCALE
HORIZ. SHOWN
VERT. SHOWN

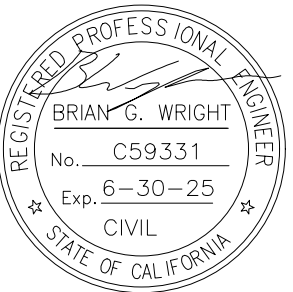
CITY# 400022



PSOMAS

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023
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DRAWN BY: AMENAH ALKAWAZ DATE 05/2023



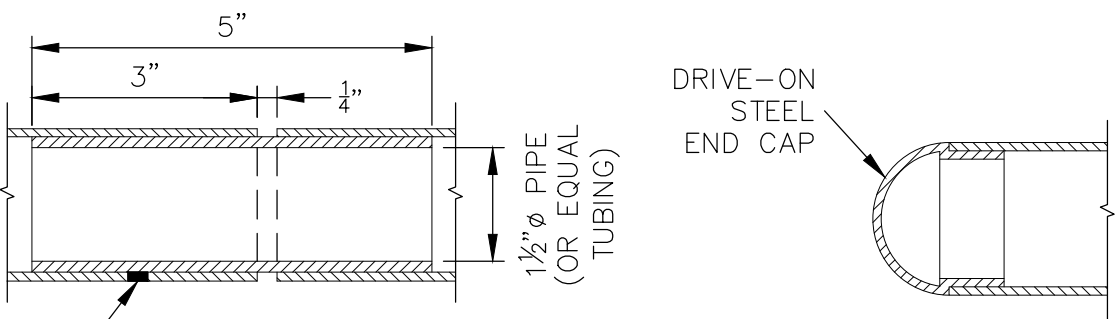
DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
CONSTRUCTION DETAILS

SHEET
37
OF
168

CD-8

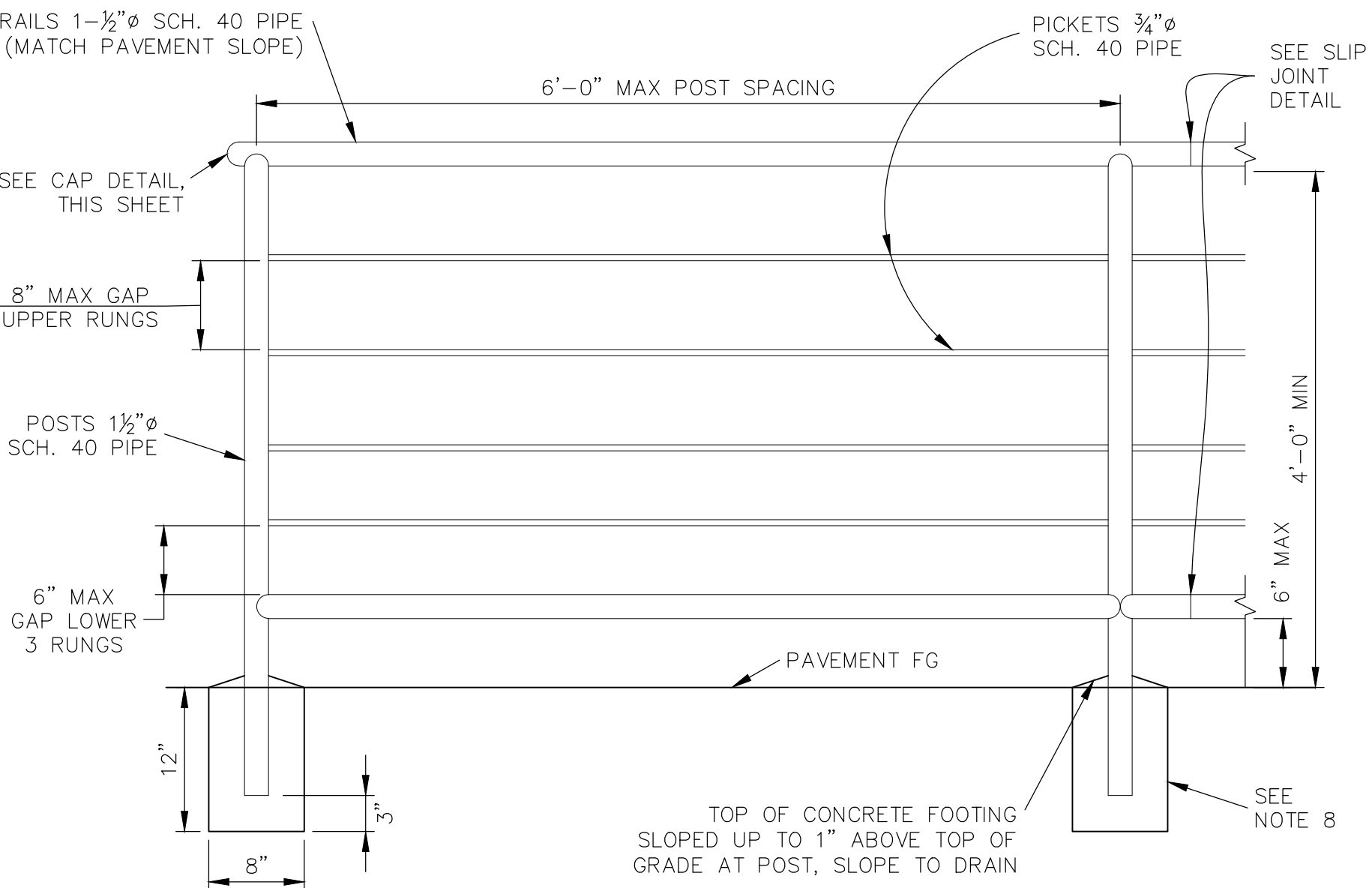
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Images: cropped COR_black logo.tif(Marc_Signature.jpg)

- NOTES:**
- RAILS AND POSTS SHALL BE BLACK POWDER COATED TUBULAR STEEL.
 - WELDS SHALL BE SLOT OR FILLET WELDS EQUAL TO THICKNESS OF PIPE. WELD ALL JOINTS ALL AROUND. GRIND SMOOTH TYPICAL.
 - ALL PAINT AND PRIMER SHALL BE APPLIED TO CLEAN SURFACES IN 5 MIL. COATS. FINISH COLOR SHALL MATCH POWDER COAT SHEEN, AND BE RUSTOLEUM TYPE PAINT OR APPROVED EQUAL.
 - PEDESTRIAN RAILING SHALL MEET ALL CURRENT CBC REQUIREMENTS.
 - PIPE MUST COMPLY WITH ASTM A53, GRADE A.
 - SLIP JOINTS SHALL BE PLACED ADJACENT TO EXPANSION JOINTS.
 - LOCATE POSTS AT ALL DIRECTIONAL CHANGES AND ALL PROPERTY LINE CORNERS AND TERMINATIONS.
 - FOR POST CONNECTION IN RETAINING CURB, SEE "POST POCKET" DETAIL ON SR-21 SHEET. SEE SR-21 FOR RETAINING WALL TUBULAR RAILING.

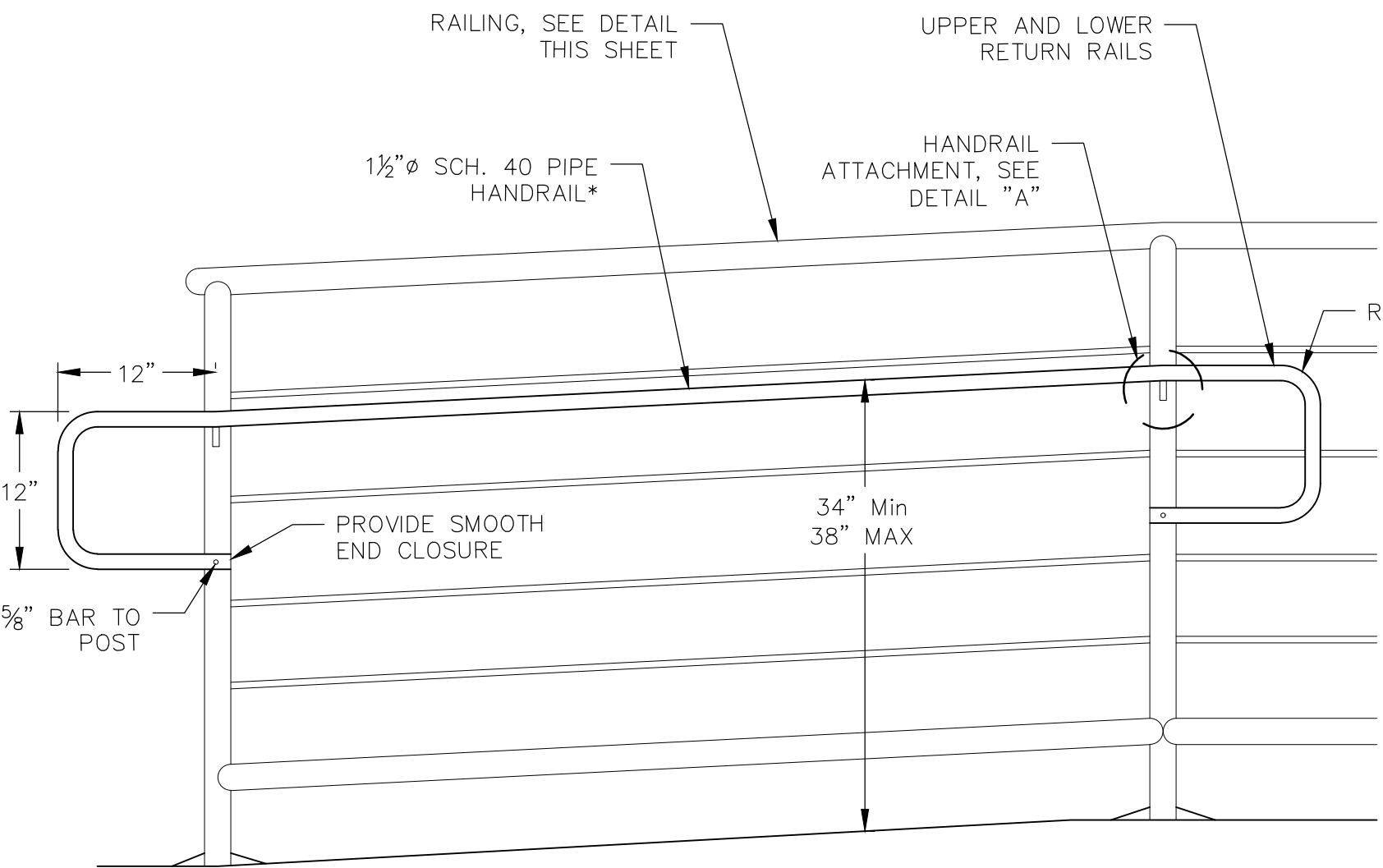


SLIP JOINT DETAIL
SCALE: N.T.S.

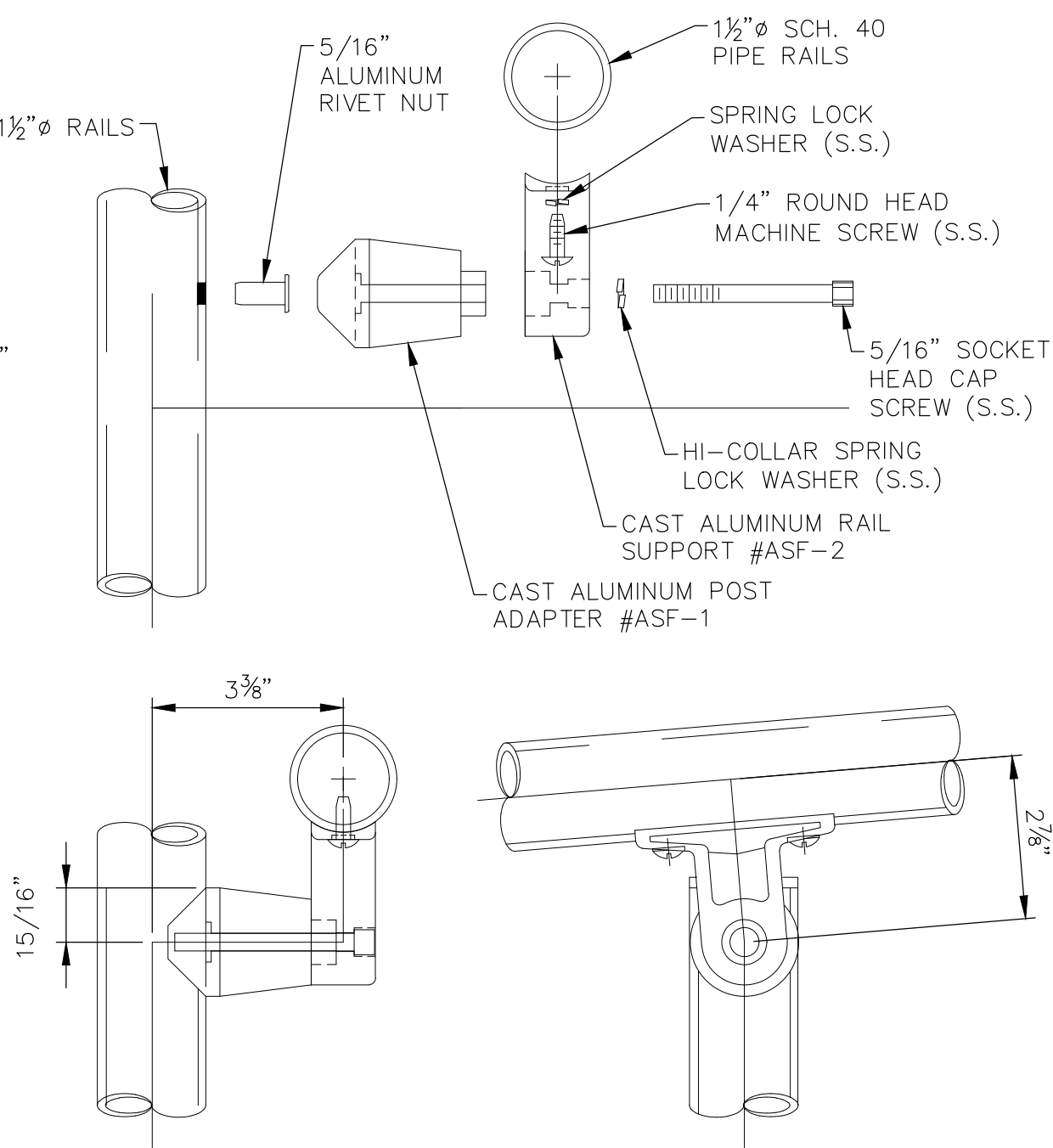
CAP DETAIL FOR RAIL END
SCALE: N.T.S.



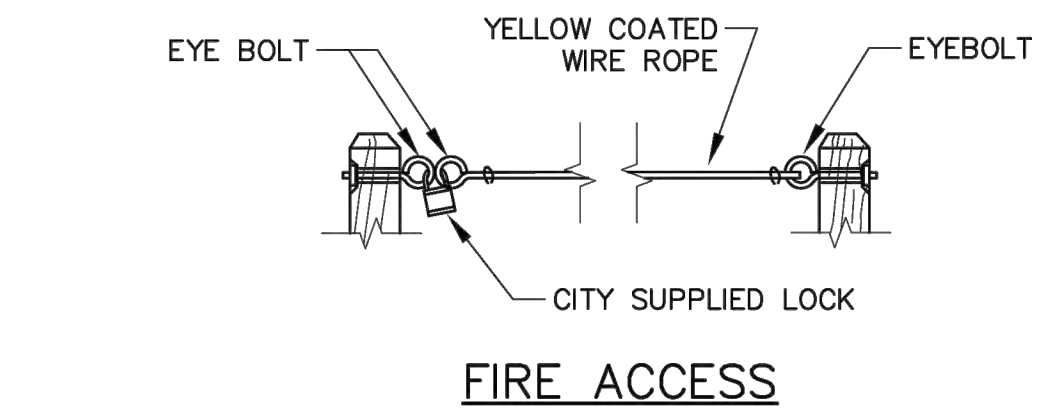
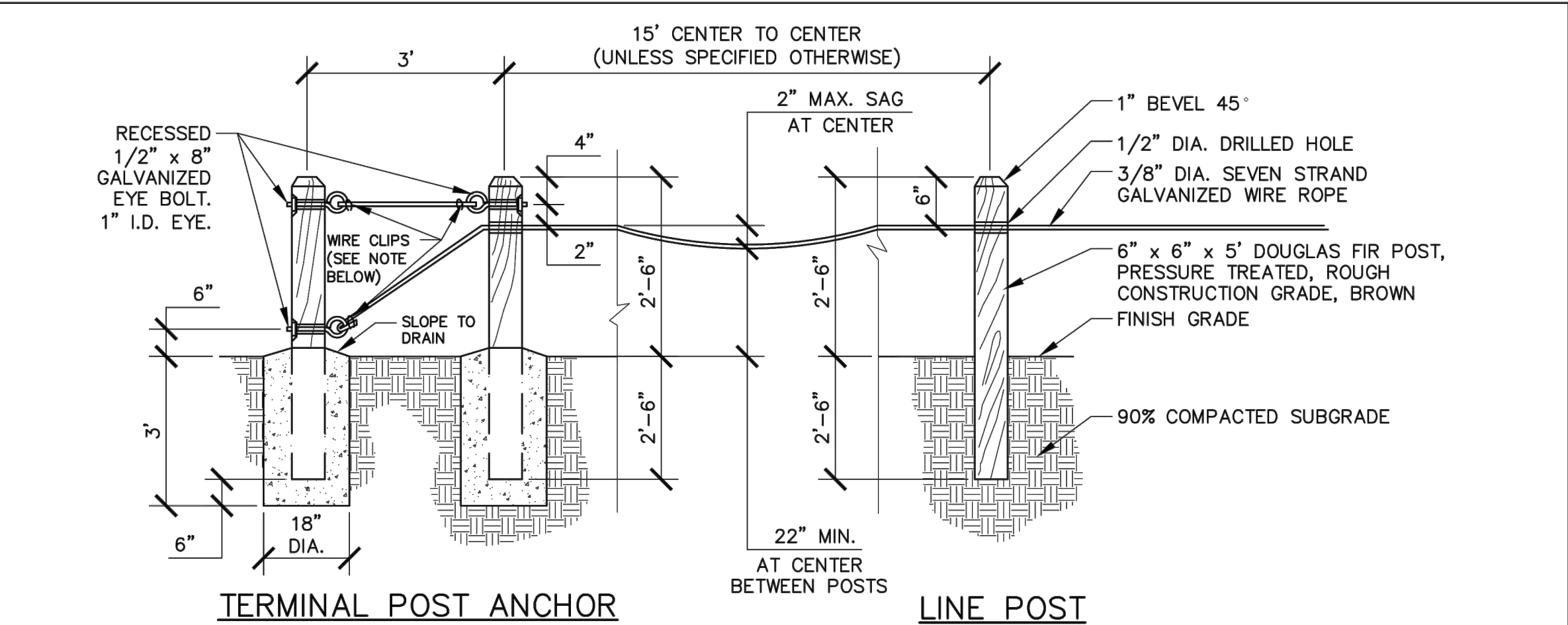
TUBULAR RAILING DETAIL
SCALE: N.T.S.



HANDRAIL DETAIL
SCALE: N.T.S.



DETAIL "A"



- NOTES:**
- PROVIDE CONCRETE FOOTINGS AT ALL END POSTS, AT ALL BENDS AND AS SPECIFIED ON APPROVED PLANS.
 - USE 3/8" x 2" GALVANIZED WIRE ROPE CLIPS FOR CONNECTIONS AND SPLICES. ALL CLIPS SHALL BE PLACED WITH NUTS FACING DOWNWARD.
 - FOR FIRE ACCESS POINTS, USE YELLOW PVC COATED CABLE.
 - WHERE REQUIRED, USE WHITE PVC COATED CABLE IN LIEU OF GALVANIZED CABLE EXCEPT IN FIRE ACCESS LOCATIONS.
 - DO NOT INSTALL IN TURF AREAS.

Jill Geller
JILL GELLER, CPRE
PARKS, RECREATION & LIBRARIES DIRECTOR



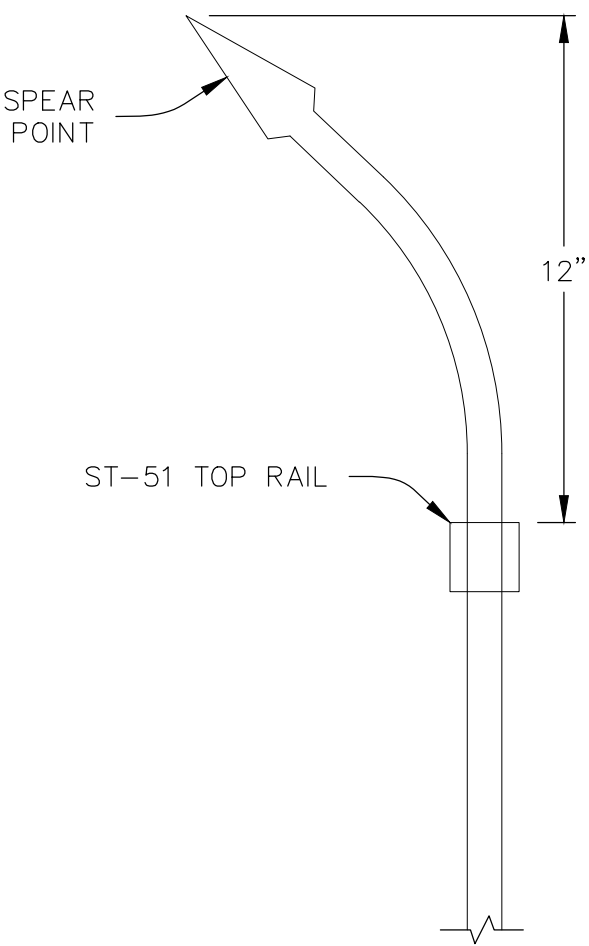
PARKS, RECREATION, & LIBRARIES
DEPARTMENT

POST AND CABLE FENCE

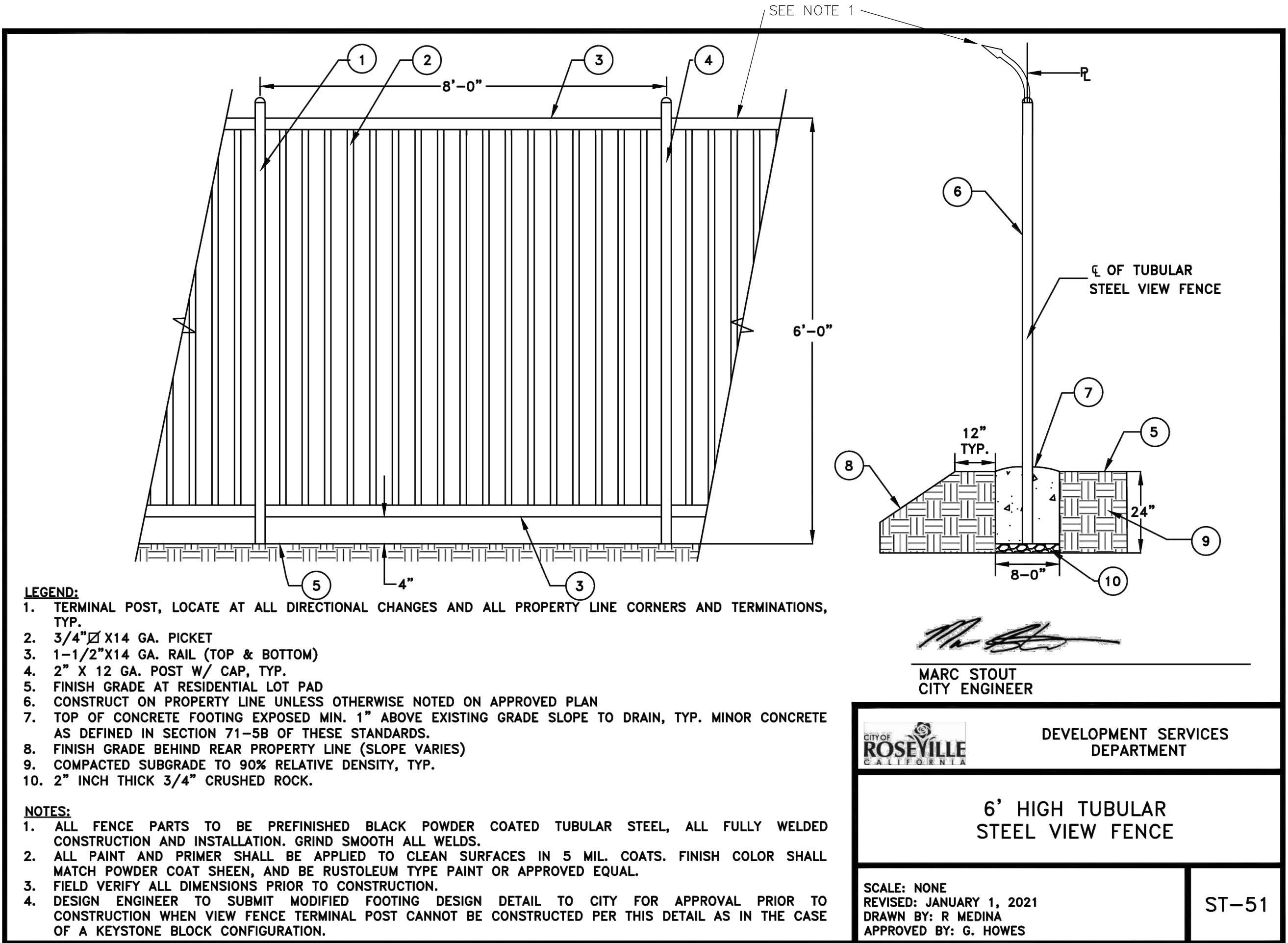
SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-41

- NOTES:**
- STEEL FENCE TO BE INSTALLED PER CITY Std Dtl ST-51, WITH THE ADDITION OF CURVED SPEAR VERTICAL PICKETS EXTENDED THROUGH THE TOP RAILS (SEE DETAIL BELOW).



CURVED PICKET DETAIL
SCALE: N.T.S.



CURVED PICKET STEEL FENCE DETAIL
SCALE: N.T.S.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. SEE NOTES
THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.	

FIELD BOOK
SCALE
HORIZ. N.T.S.
VERT. N/A

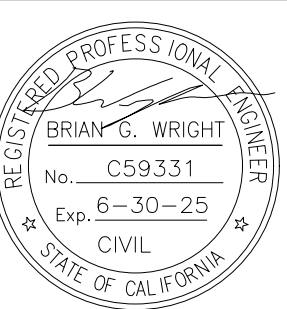
CITY# 400022



PSOMAS

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023
CHECKED BY: BRIAN WRIGHT DATE 05/2023
DRAWN BY: AMENAH ALKAWAZ DATE 05/2023



DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
CONSTRUCTION DETAILS

SCALE: NONE
REVISED: JANUARY 1, 2021
DRAWN BY: R MEDINA
APPROVED BY: G. HOWES



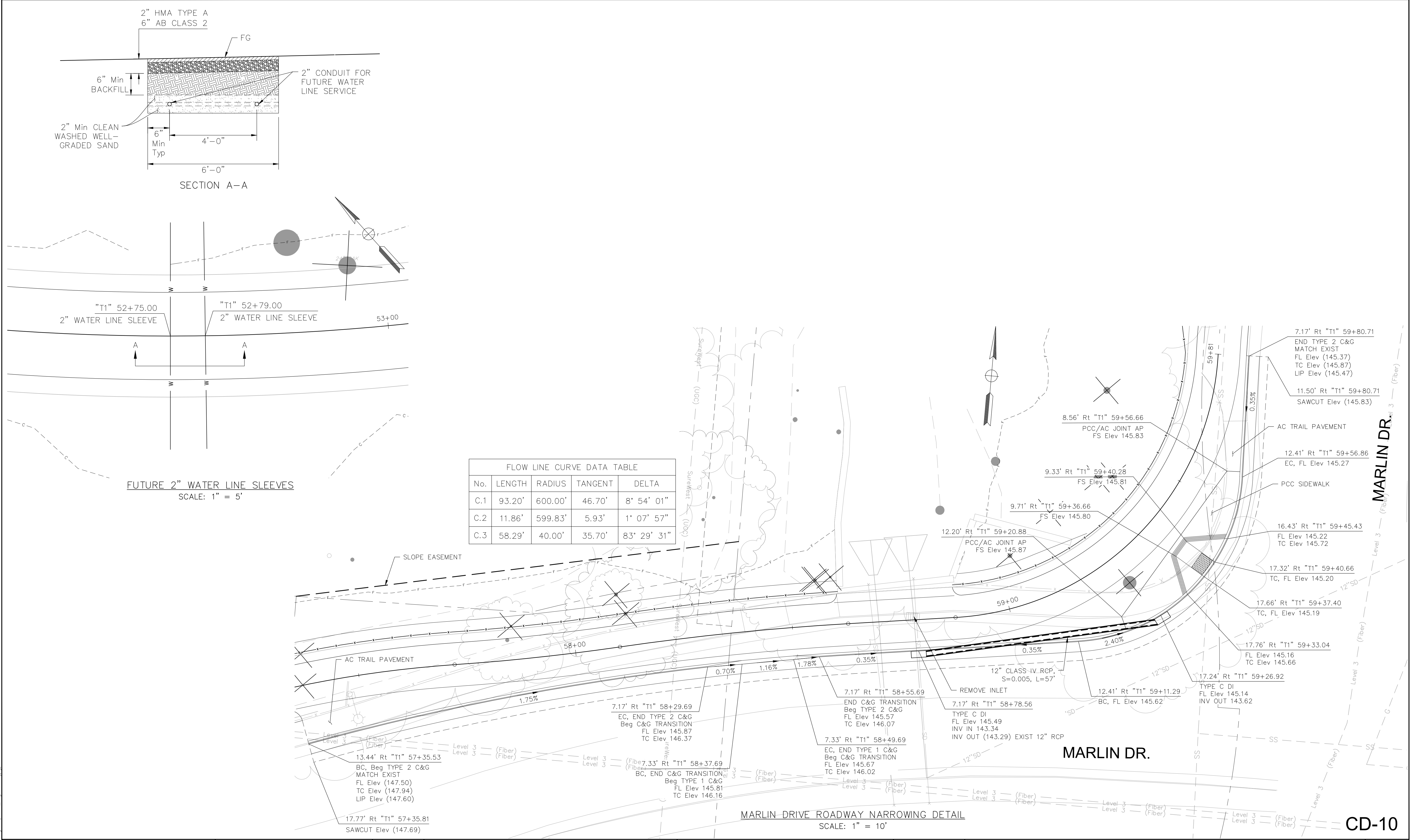
DEVELOPMENT SERVICES
DEPARTMENT

6' HIGH TUBULAR
STEEL VIEW FENCE

ST-51

CD-9

SHEET
38
OF
168



NO.

DESCRIPTION

DATE

BY

REVISIONS

BENCH MARK

ELEV. SEE NOTES

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FIELD BOOK

SCALE

HORIZ. SHOWN

VERT. N/A

CITY# 400022

CITY OF

ROSEVILLE

CALIFORNIA

PSOMAS

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023

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DRAWN BY: AMENAH ALKAWAZ DATE 05/2023

REGISTERED PROFESSIONAL

BRIAN G. WRIGHT

No. C59331

Exp. 6-30-25

CIVIL

STATE OF CALIFORNIA

DRY CREEK GREENWAY EAST PHASE 1

TRAIL IMPROVEMENT PROJECT

CONSTRUCTION DETAILS

SHEET

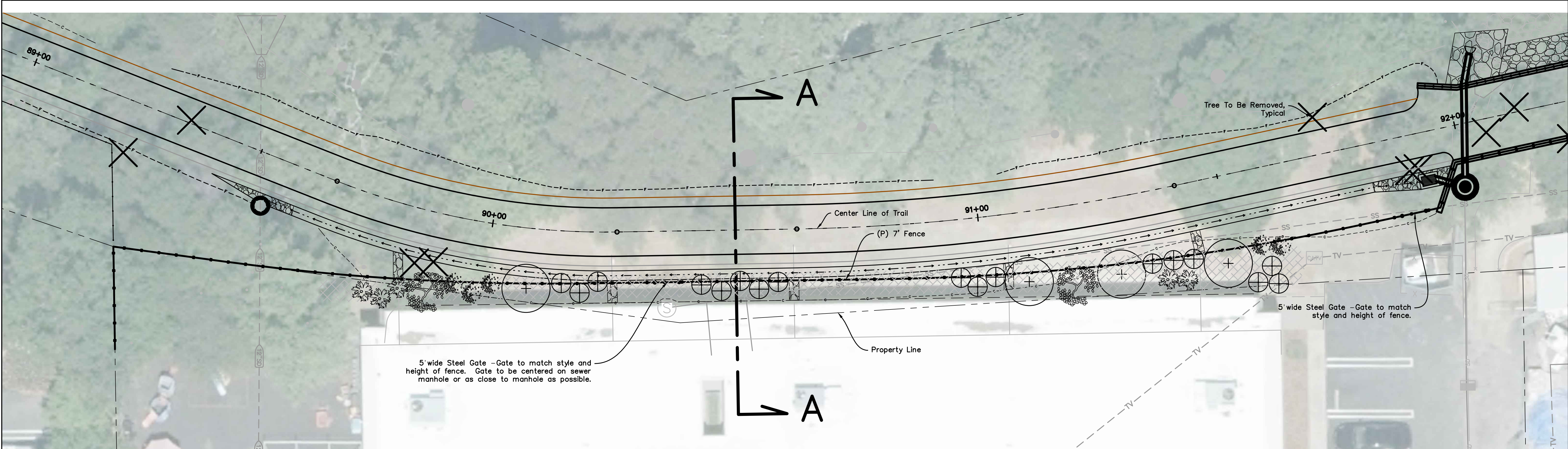
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OF

168

Xrefs: DCBT-C-BORDERV-TPG-DryCreek_Topo-MIDCBT-X-PLDCBT-C-TOPG-ADDITIONS\80_Linda_Creek_Foundation\ORD-R-RD-W_Purged\DCBT-X-UTL\DCBT-C-RD\20-103-LWD_Base Images: cropped COR block logo.tif\Marc_Signature.jpg

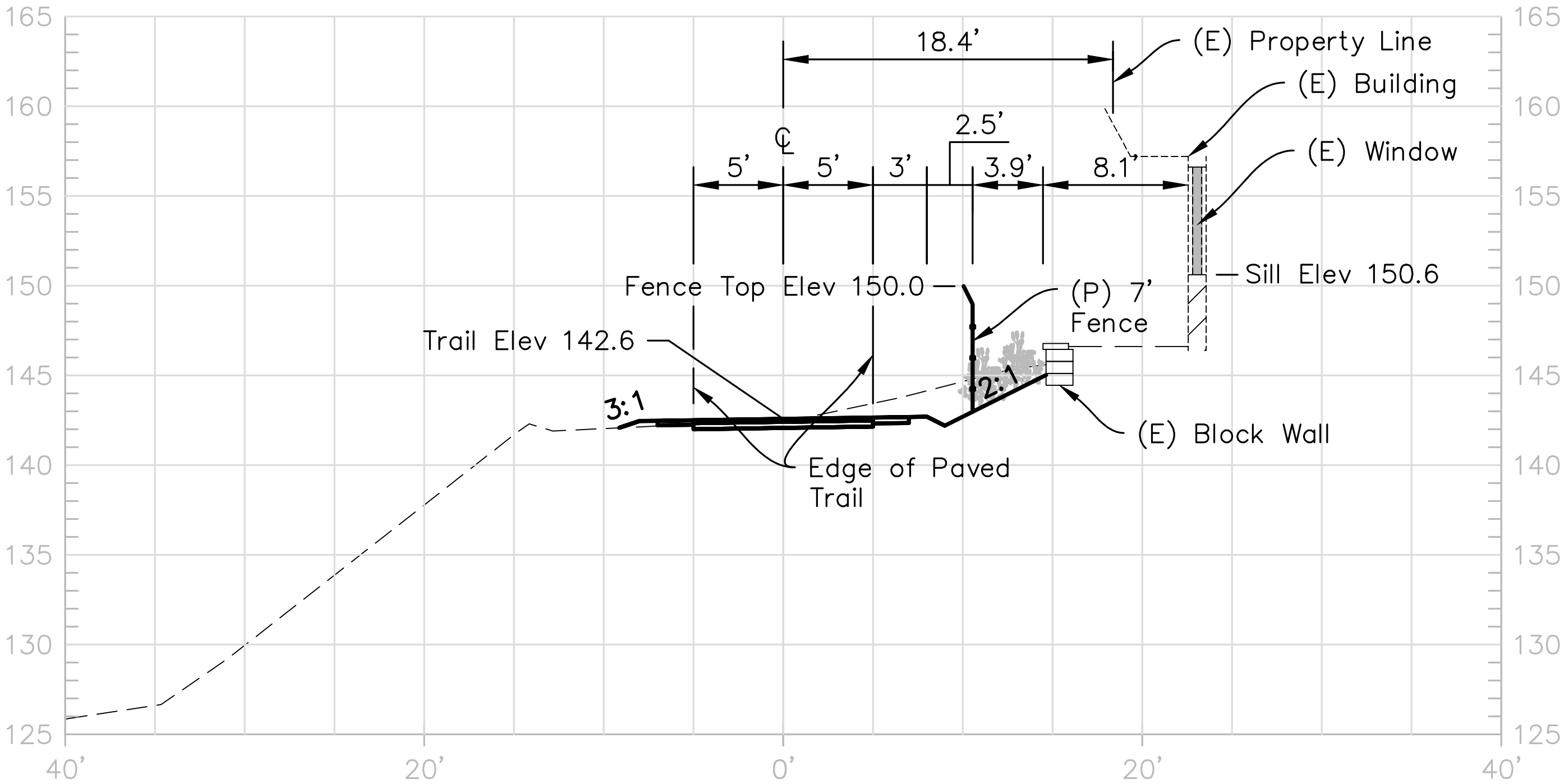
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Images: cropped COR block logo logo.tifMaro_Signature.jpg[roseville2019.sld]



CONCEPT PLANT LIST:

- CANOPY TREE**
- CO Cercis occidentalis / Western Redbud
- LARGE SHRUB**
- AA Arctostaphylos x 'Austin Griffiths' / Austin Griffiths Manzanita
- SD Spirea douglasii / Rose Spirea
- MA Mahonia aquifolium / Oregon Grape
- LI Lonicera involucrata / Twinberry

- PERENNIAL AND GRASSES**
- Asclepias speciosa / Showy Milkweed
Bouteloua gracilis / Blue Grama Grass
Calochortus venustus / Butterfly Mariposa
Eriophyllum confertiflorum / Golden Yarrow
Eschscholzia californica / California Poppy
Hordeum brachyantherum californicum / California Meadow Barley
Lupinus albifrons / Silver Lupine
Lupinus nanus / Sky Lupine
Melica californica / California Melicgrass
Monardella villosa / Coyote Mint
Solidago velutina Californica / California Goldenrod
Stipa lepida / Small Flowered Needlegrass
Stipa pulchra / Purple Needlegrass
Symphyotrichum chilense / California Aster



Section A-A

CD-10A

REVISIONS			
NO.	DESCRIPTION	DATE	BY

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FIELD BOOK
SCALE
HORIZ. _____
VERT. _____

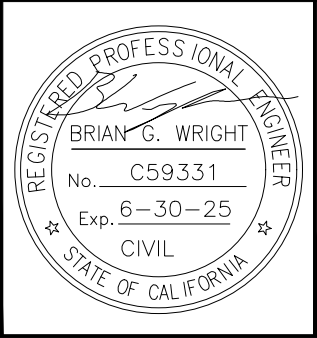
CITY# 400022

CITY OF
ROSEVILLE
CALIFORNIA

PSOMAS

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

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DRY CREEK GREENWAY EAST PHASE 1

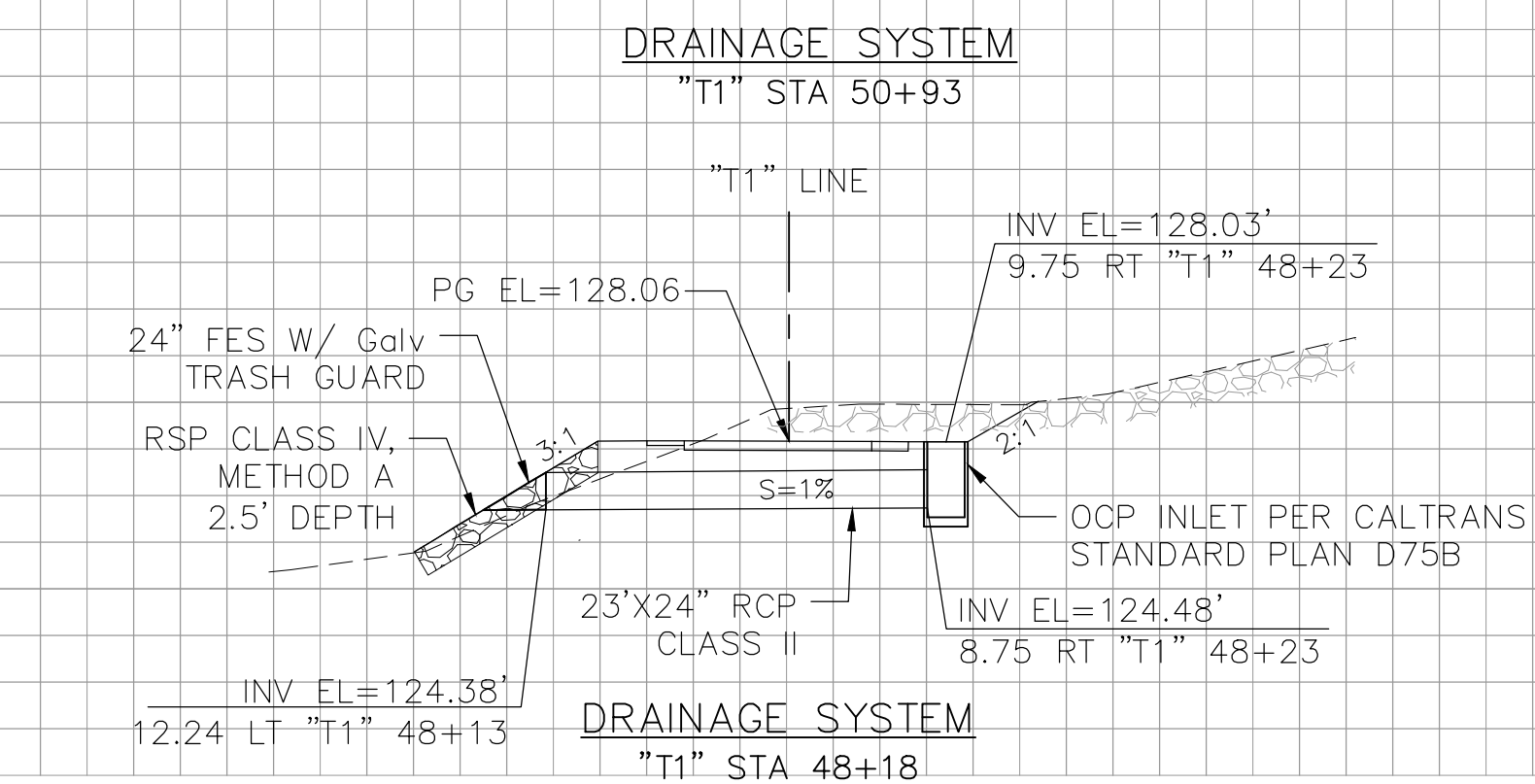
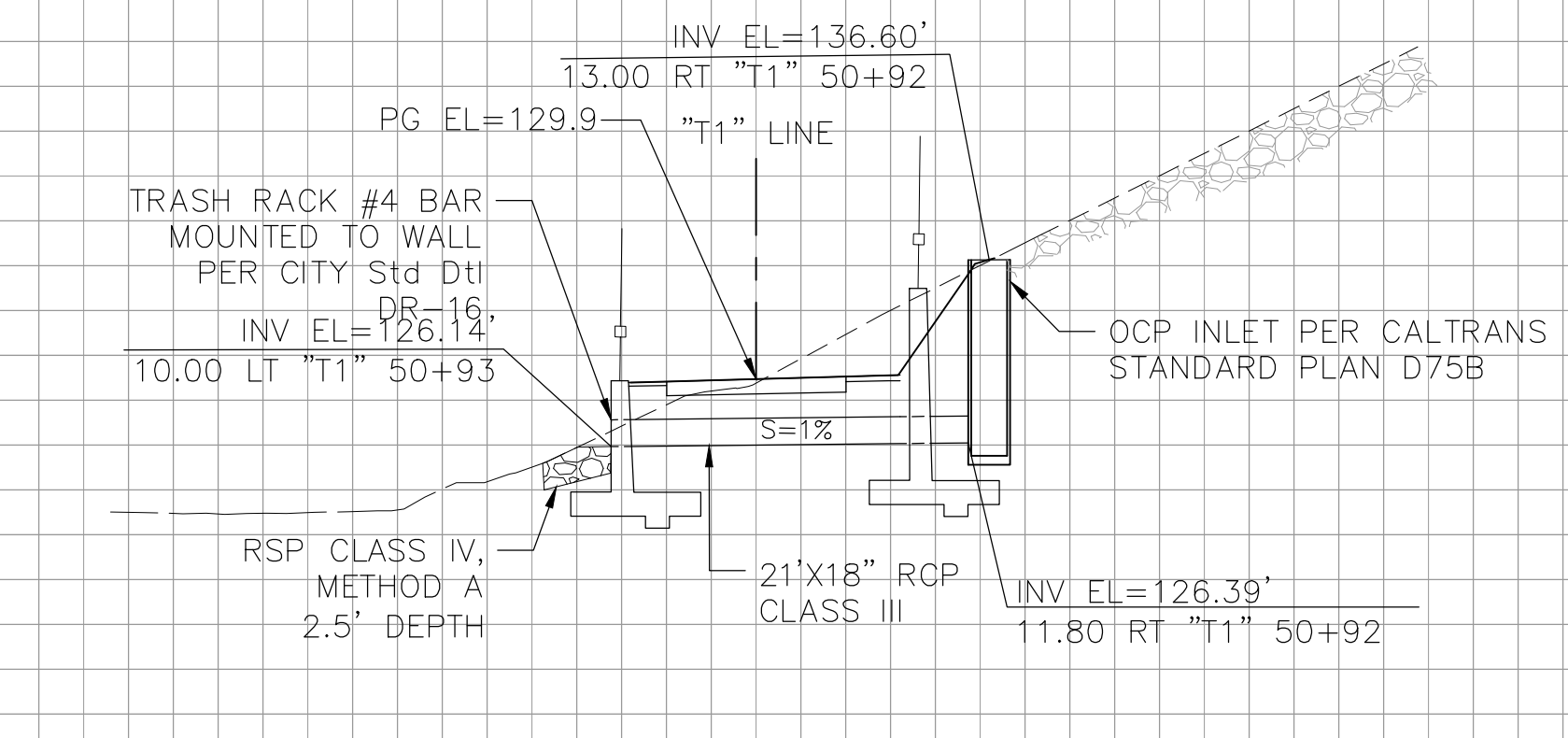
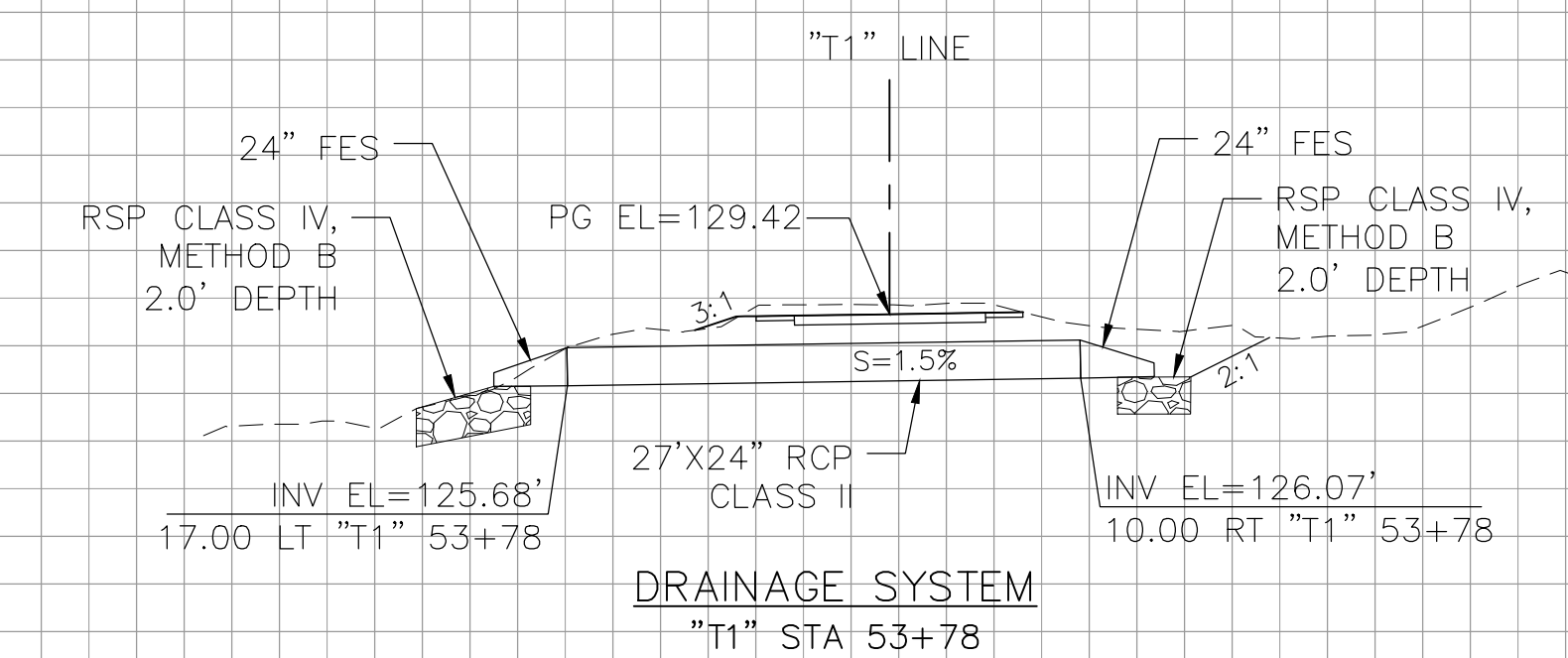
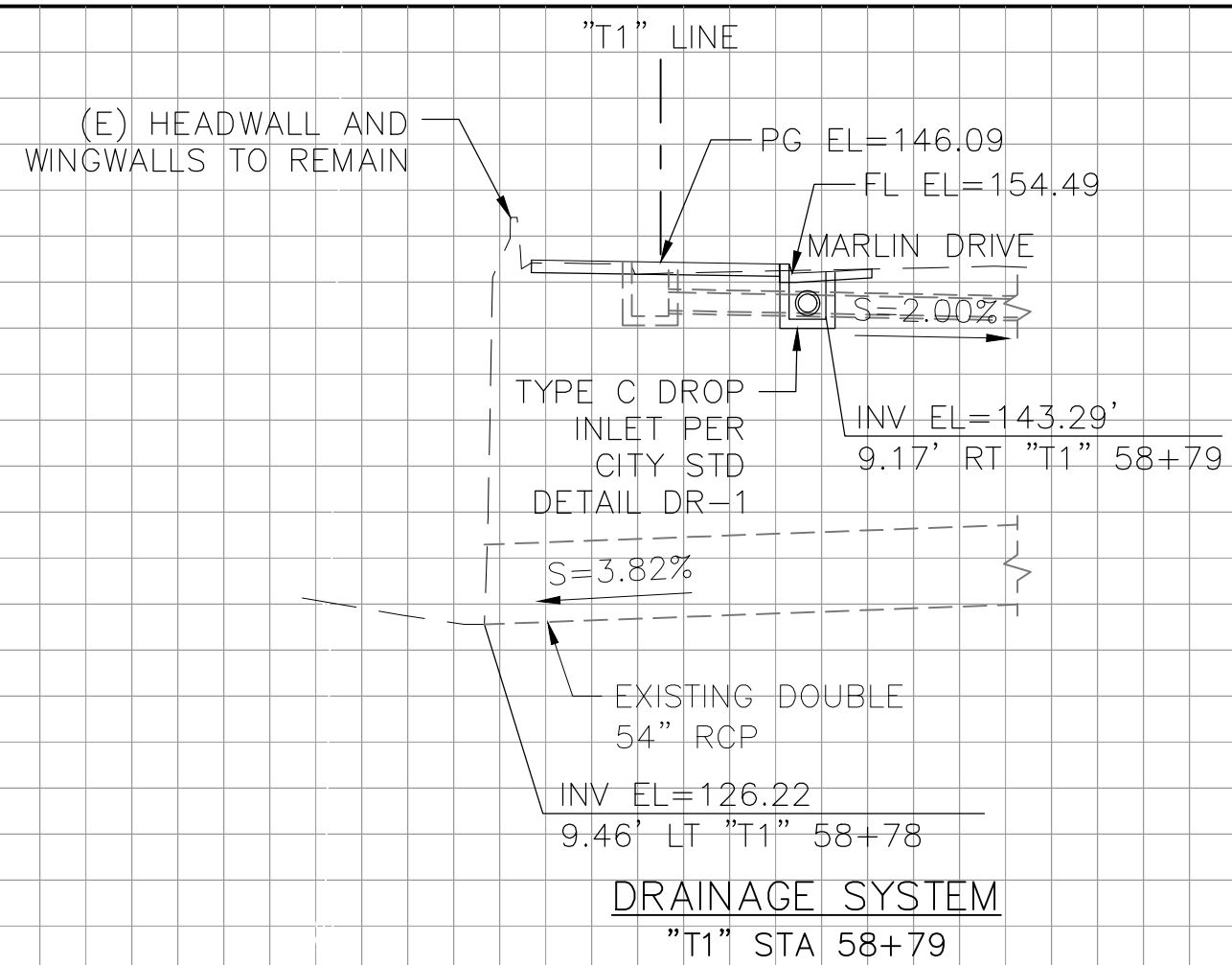
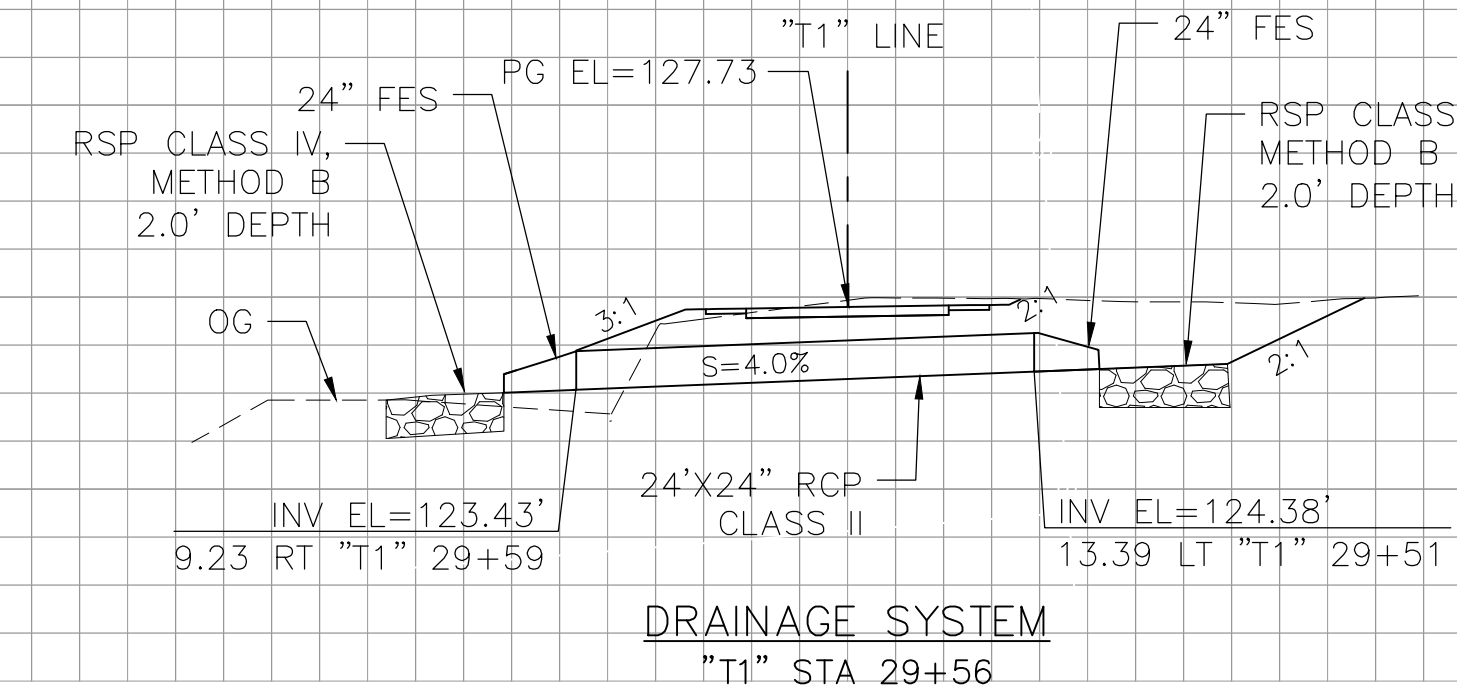
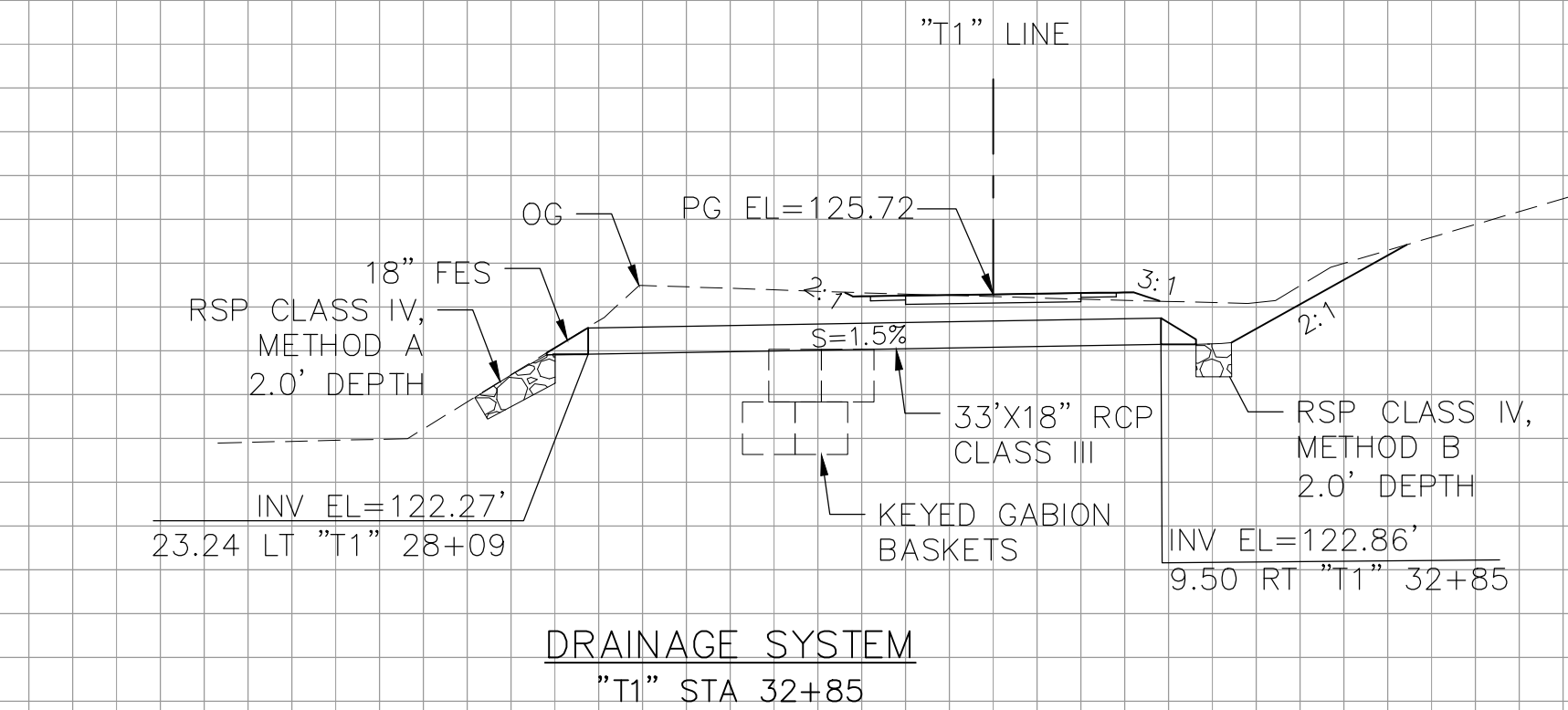
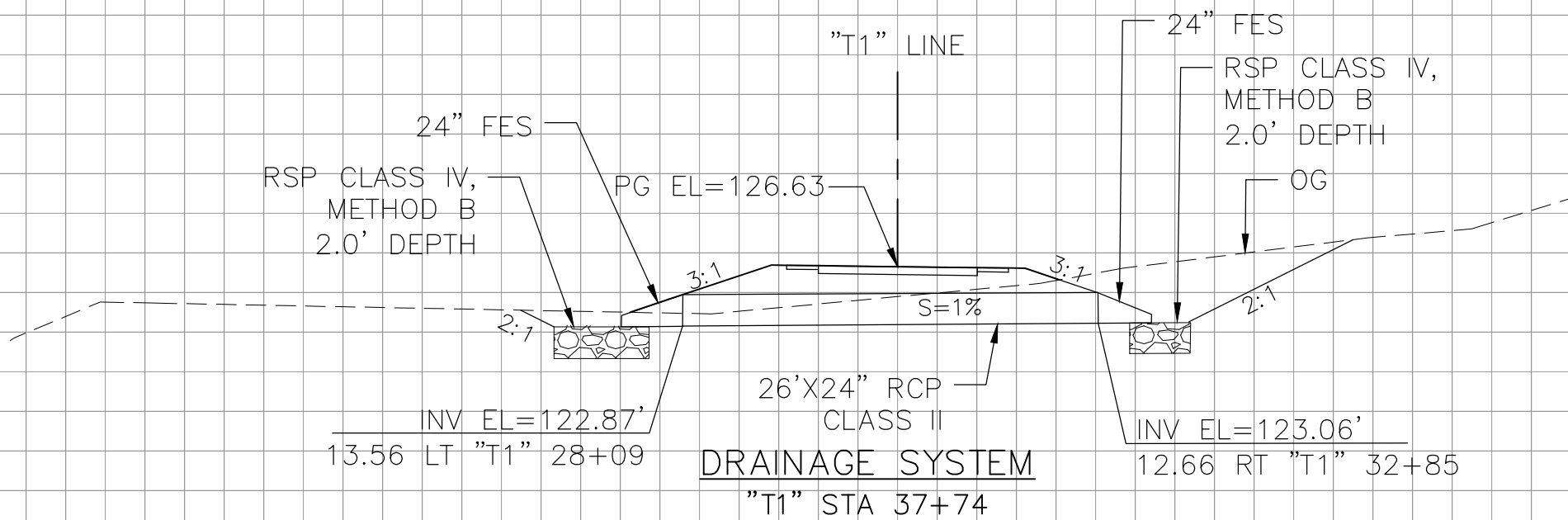
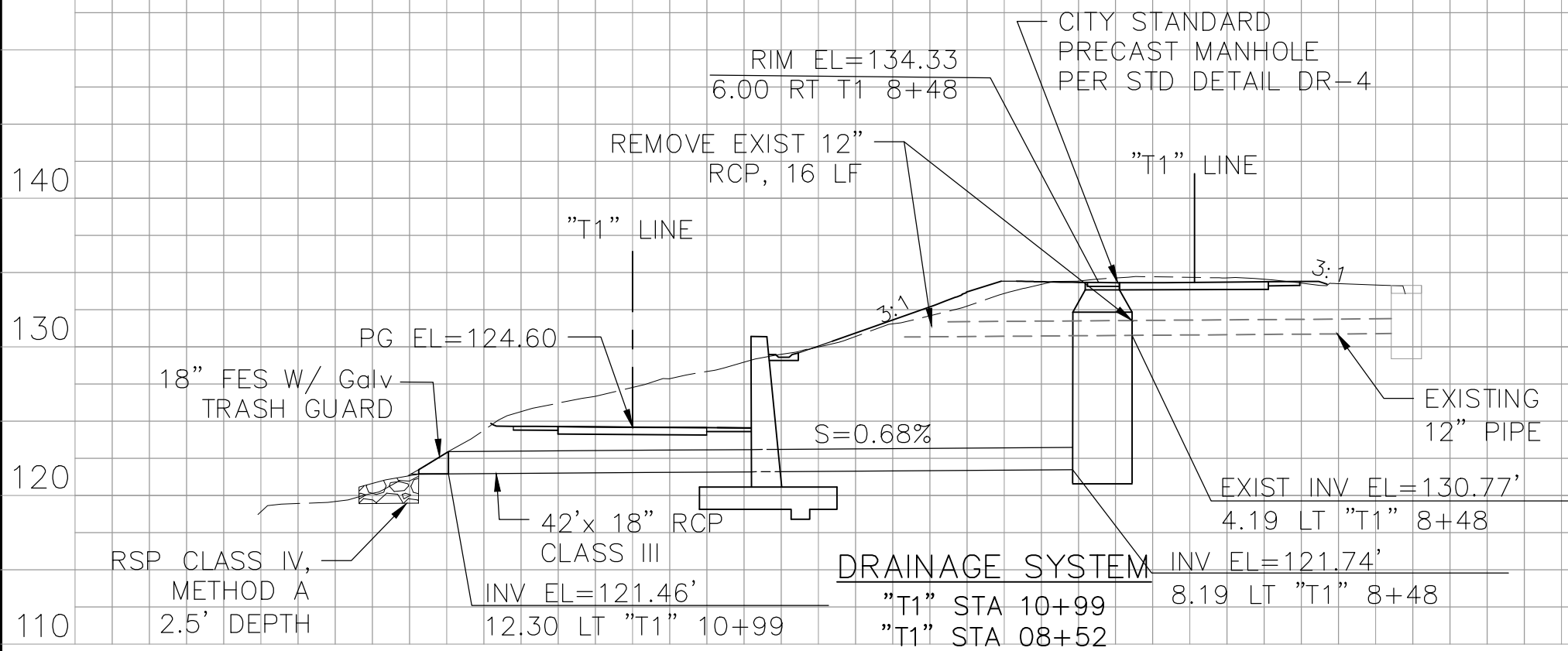
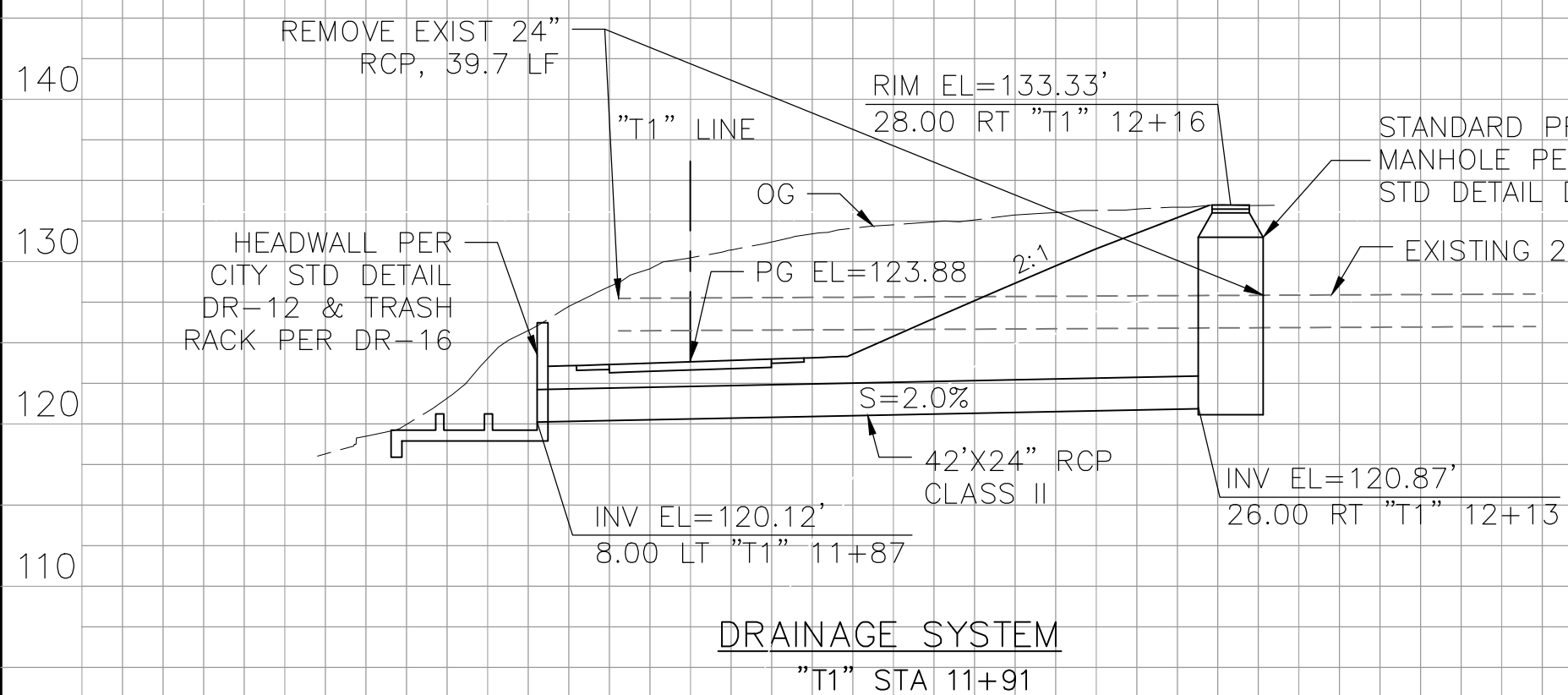
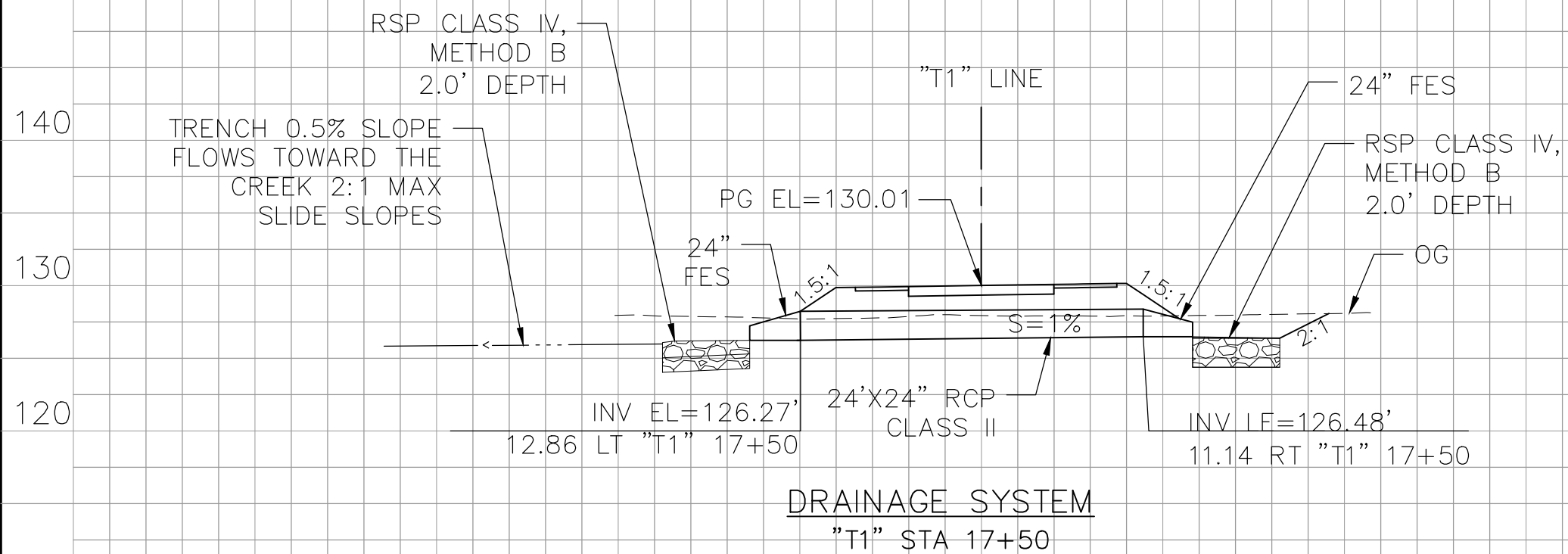
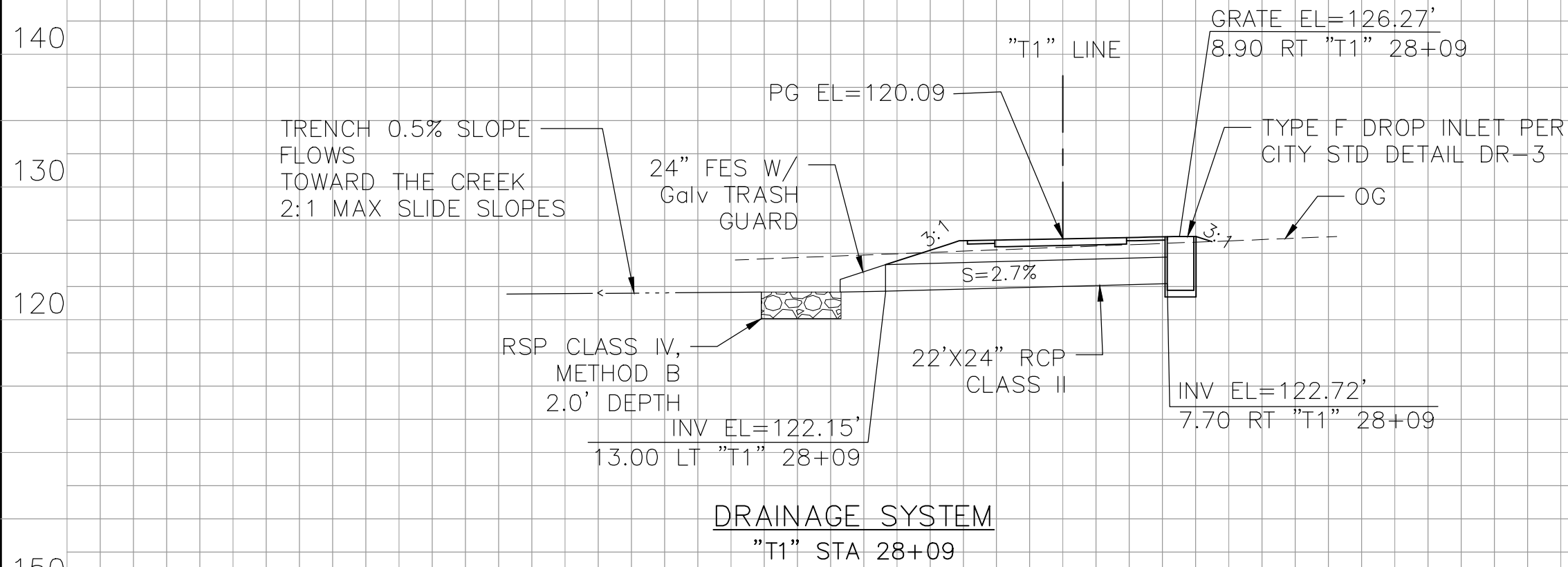
TRAIL IMPROVEMENT PROJECT

CROSS SECTION T2 90+50

730 SUNRISE & SUNDOWN INC APN 471-220-007

SHEET 39A — OF — 168

- NOTES:
1. ALL PIPES SHALL HAVE A MINIMUM COVER OF 12" BELOW TRAIL PAVEMENT PER CITY STD DETAIL DR-19.
 2. ALL RSP SHALL HAVE CL8 FABRIC.



DP-1

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK		ELEV. SEE NOTES
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FIELD BOOK
SCALE
HORIZ. 1"=10'
VERT. 1"=10'

CITY# 400022



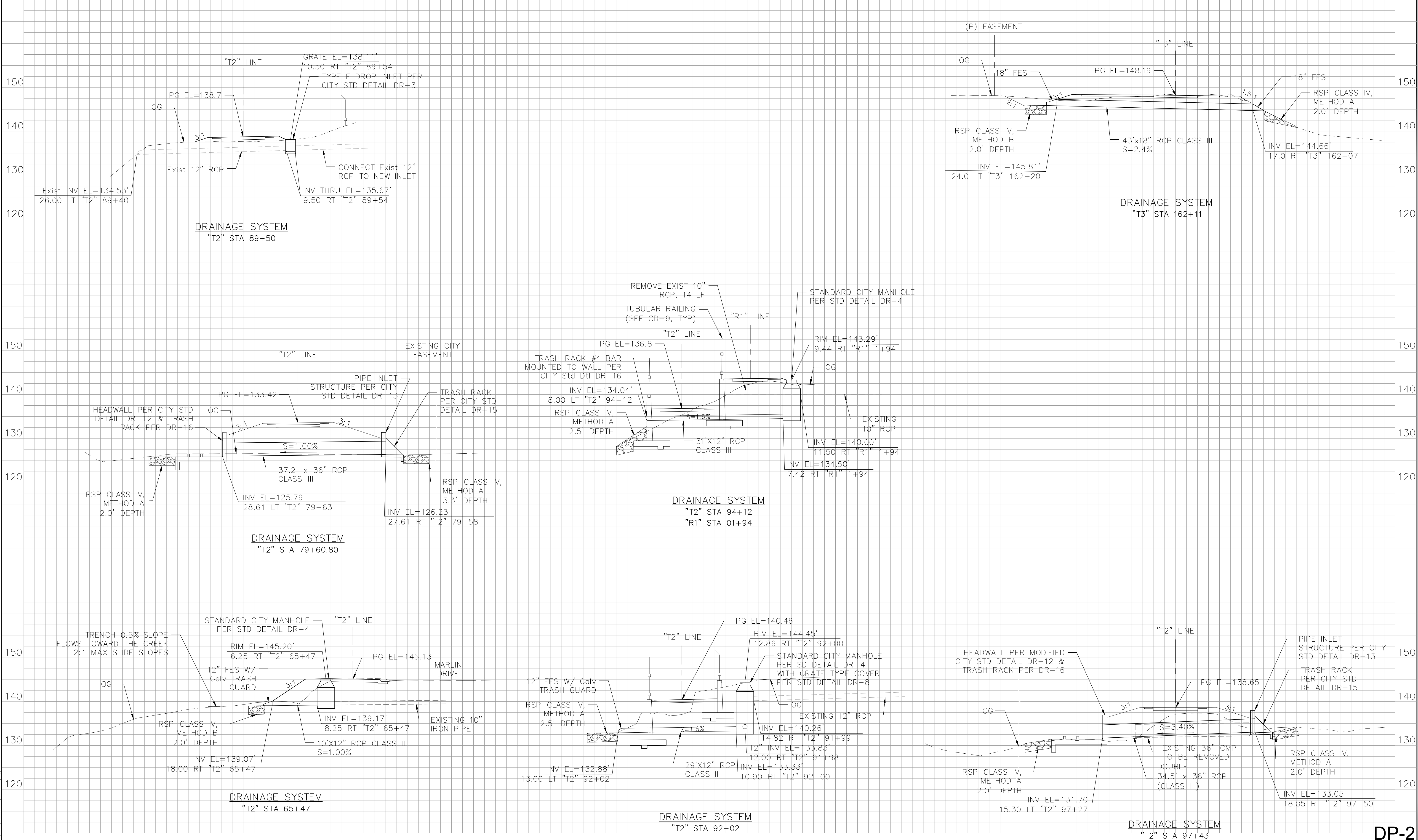
PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023
CHECKED BY: BRIAN WRIGHT DATE 05/2023
DRAWN BY: AMENAH ALKAWAZ DATE 05/2023



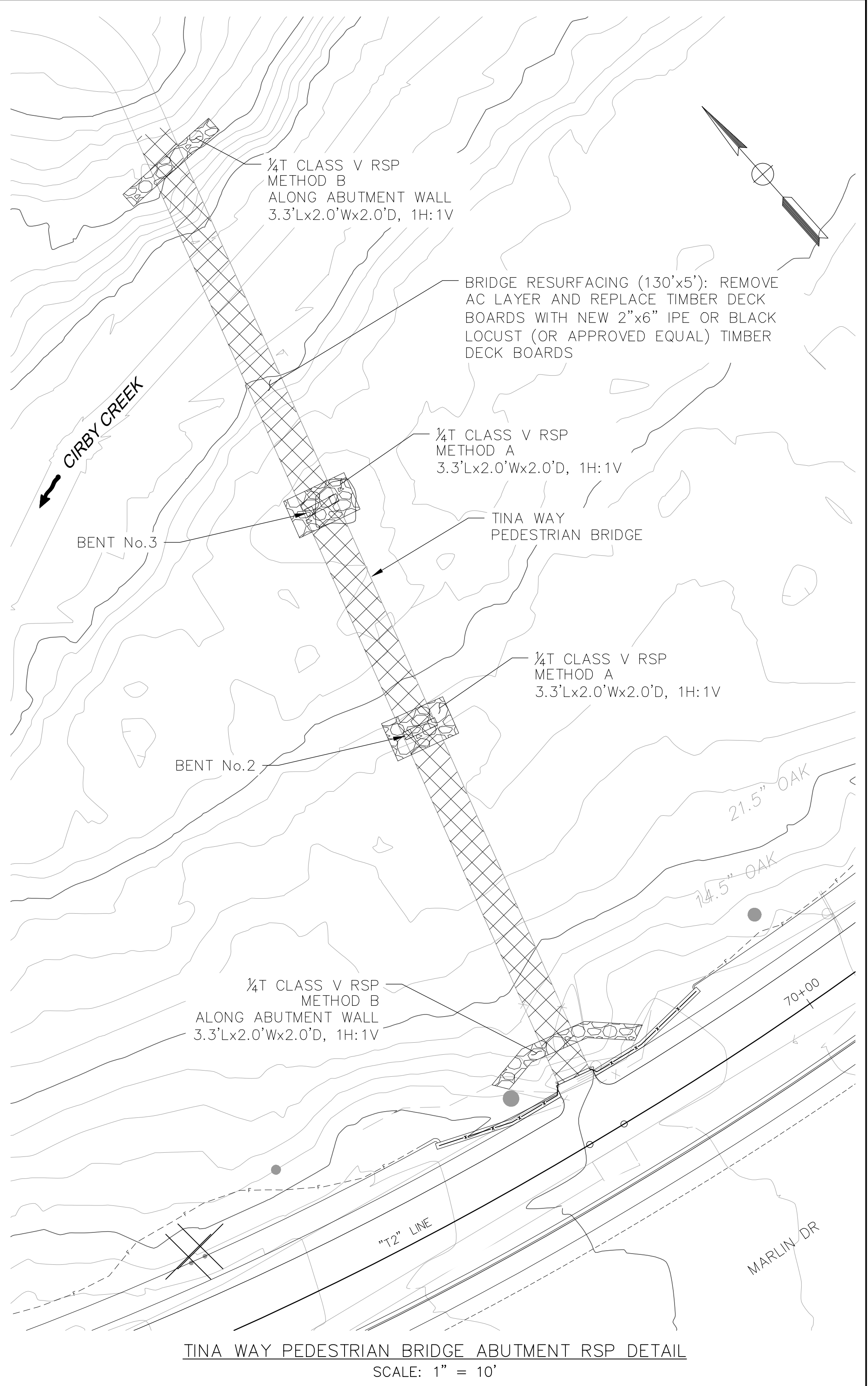
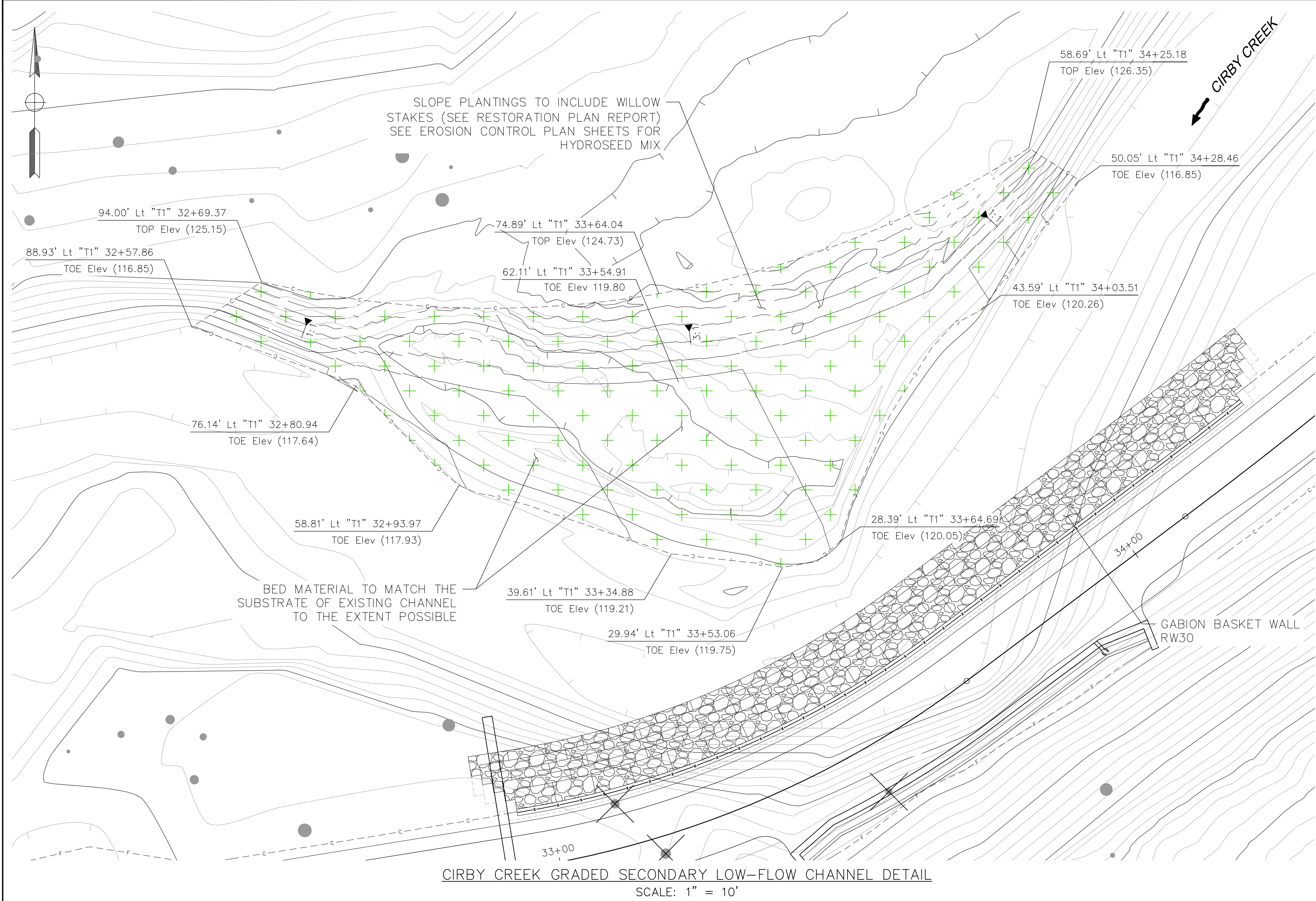
DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT DRAINAGE PROFILES

Xrefs: V-TPG-DryCreek_Topo-A\DCBT-X-UTL\DCBT-C-R\DCBT-C-BORDERX-ESMNTS-DRYCREEK\20-103-LWD_Base
Images: cropped COR_black logo.tif\Marc_Signature.jpg



REVISIONS				BENCH MARK	FIELD BOOK	CITY# 400022	PSOMAS	DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT DRAINAGE PROFILES	SHEET 41 OF 168
NO.	DESCRIPTION	DATE	BY						
				THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.	SCALE HORIZ. 1"=10' VERT. 1"=10'	CITY OF ROSEVILLE CALIFORNIA	1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122	DESIGNED BY: CHERYL SPATZ DATE 05/2023 CHECKED BY: BRIAN WRIGHT DATE 05/2023 DRAWN BY: AMENAH ALKAWAZ DATE 05/2023	BRIAN G. WRIGHT No. C59331 Exp. 6-30-25 CIVIL STATE OF CALIFORNIA

Plotted: 05/18/2023 18:14:36.01 | Drawing: P:\6ROS013800\TRANSP\DESIGN\ROAD\SHEETS\07-DCBT-DRAINAGE-PROFILES_DP1-DP2.dwg | Layout: DP-2 | By: cheryl.spatz



Xrefs: DCBT-C-BORDERV-TPG-DryCreek_Topo-MIDCBT-C-ROJDCBT-X-PLJDCBT-C-TOPO-ADDITIONCity-Aerial_2019] 20-103-LWD_Base
Images: cropped COR block logo.tifcropped COR block logo.tifMar_Signature.jpg

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FIELD BOOK
SCALE
HORIZ. N.T.S
VERT. N/A

CITY# 400022

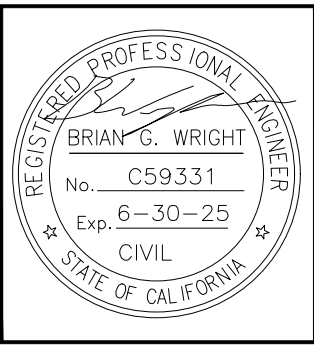
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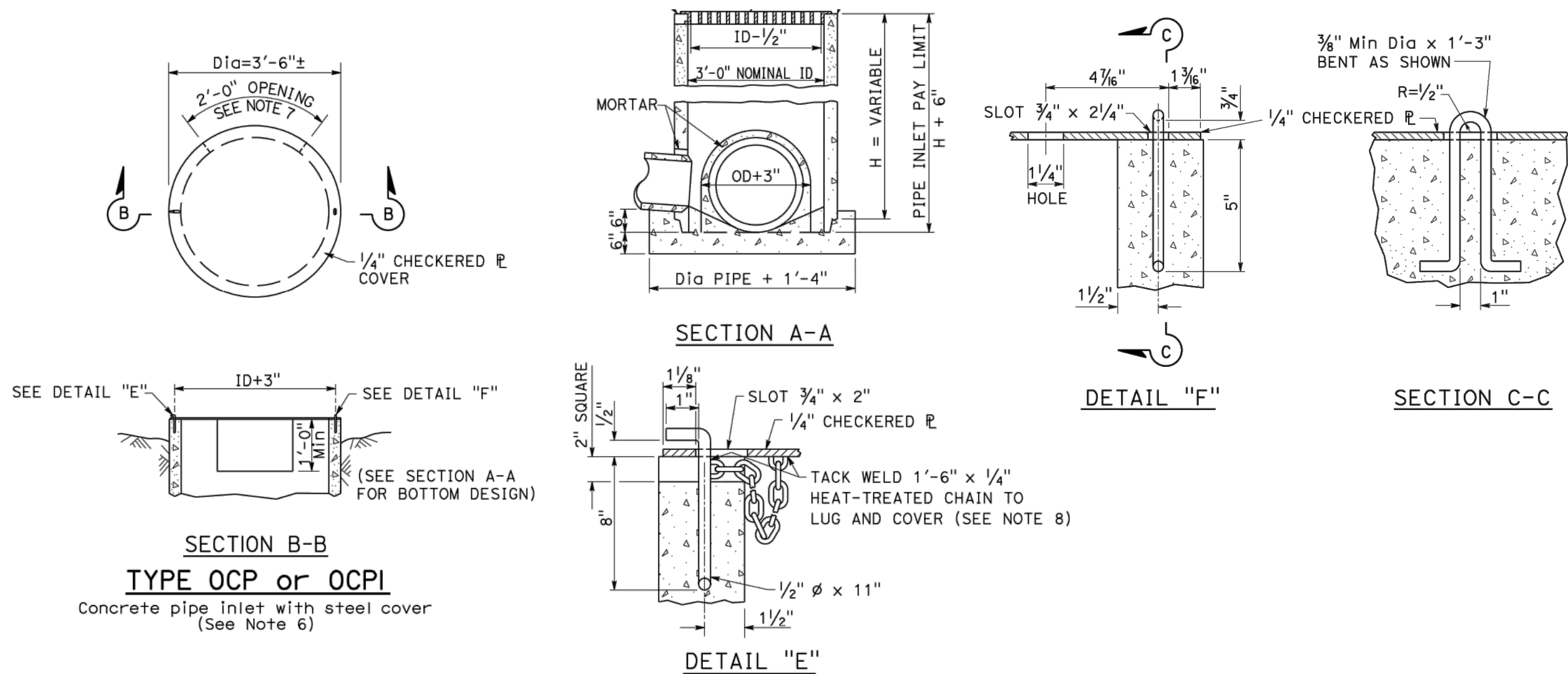
DRAWN BY: AMENAH ALKAWAZ DATE 05/2023



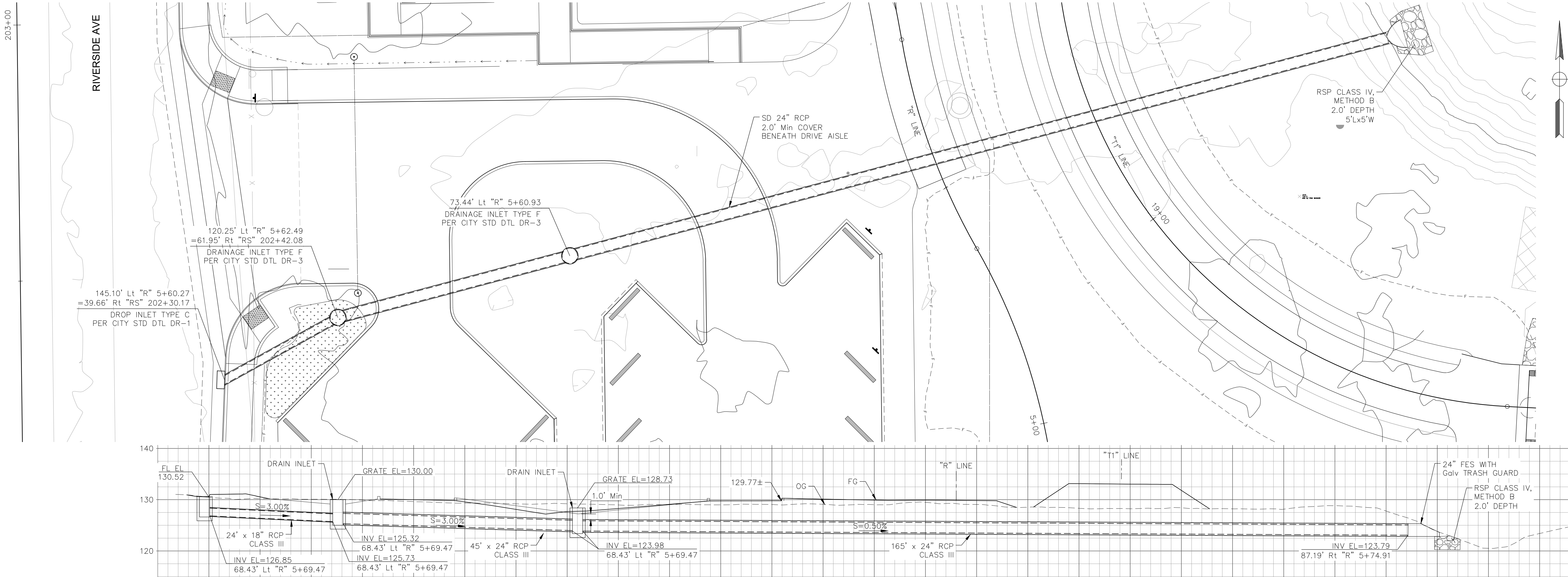
DD-1

DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
DRAINAGE DETAILS

- NOTES:**
- For details of steel pipe inlets, see Standard Plan D75A.
 - For details of ladder and steps and when ladder or steps are required, see Standard Plan D75C.
 - Inlet pipes shall not protrude into basin.
 - Except for inlets used for junction boxes, basin floors shall have minimum slope of 4:1 from all directions toward outlet pipe, and a wood trowel finish.
 - See Standard Plan D77A and Standard Plan D77B for Grate and Frame Details and Weights of Miscellaneous Iron and Steel.
 - Designation of Type OCPI pipe inlets on plans indicates trash racks are to be furnished and installed on all side openings. See Standard Plan D75C for Trash Rack details.
 - More than one side opening may be required. Location and number as ordered by the Engineer. Opening may be cast in pipe.
 - Chain to be provided when specified.
 - Place pipe so bars of grate will be parallel with main surface flow.
 - Redwood covers shall only be placed at locations designated on the plans.



CALTRANS STD PLAN D75B - TYPE OCP INLET
SCALE: 1" = 5'



TRAILHEAD PARKING LOT SD DETAIL
SCALE: H: 1"=10'
V: 1"=10'

REVISIONS			
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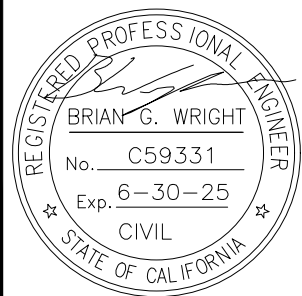
BENCH MARK	ELEV. SEE NOTES
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PSOMAS			
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122			
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DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
DRAINAGE DETAILS

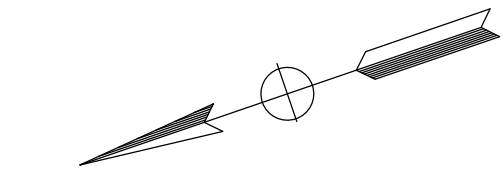
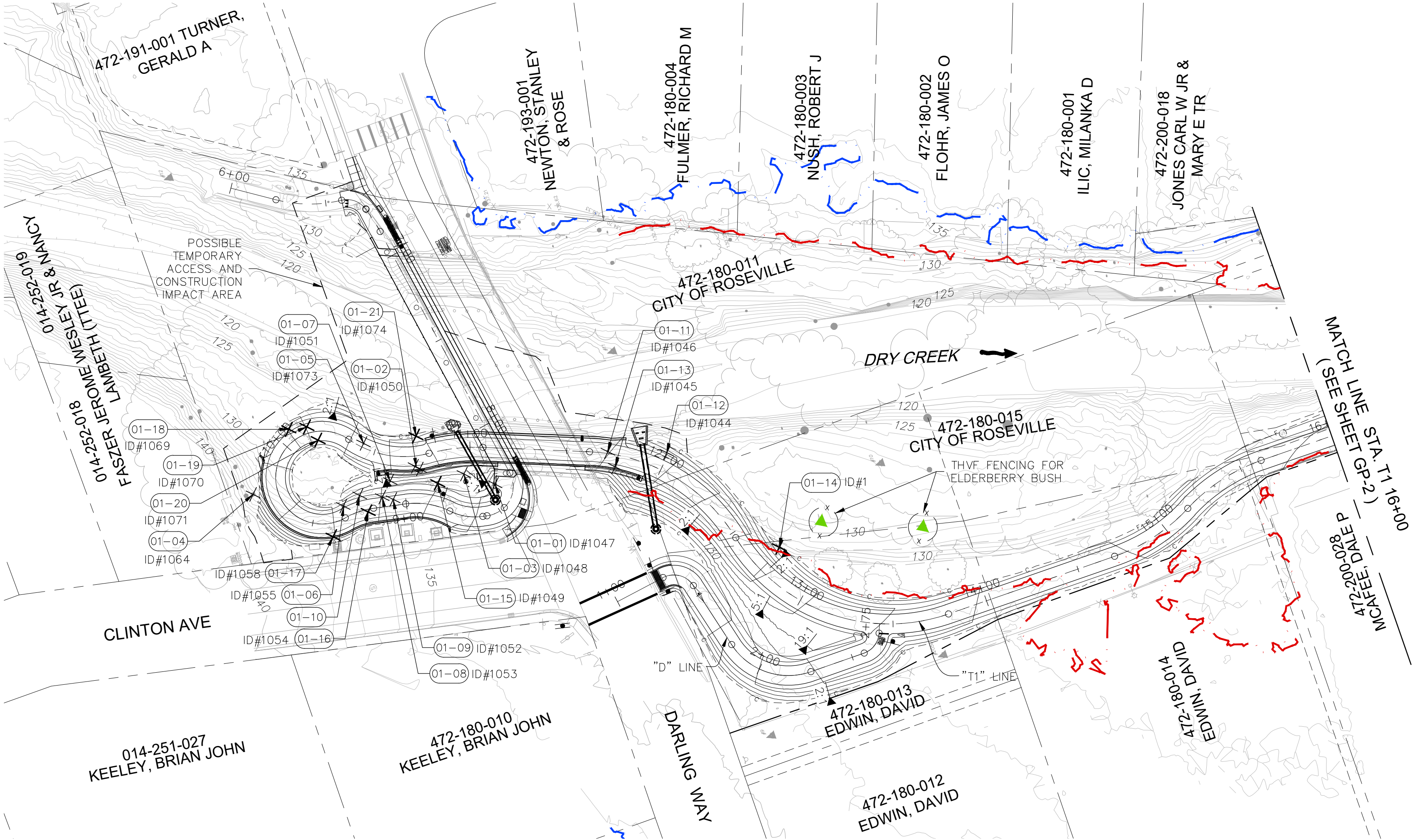
SHEET
43
OF
168

NOTES:

1. CONTRACTOR'S ATTENTION IS DIRECTED TO PERMITTING REQUIREMENTS AND SPECIFICATIONS REGARDING MITIGATION MEASURES.
2. CONTRACTOR MUST MINIMIZE IMPACTS TO ENVIRONMENTALLY SENSITIVE AREAS AND MUST BE FENCED OFF USING TEMPORARY FENCE TYPE ESA OR SIMILAR.
3. ALL OAK TREES WITHIN 20' OF PROPOSED IMPROVEMENT, NOT SHOWN TO BE REMOVED, MUST BE FENCED OFF USING TEMPORARY FENCE TYPE ESA OR SIMILAR.
4. CONTRACTOR'S ATTENTION IS DIRECTED TO PERMITTING REQUIREMENTS REGARDING ALL WORK, INCLUDING ACCESS STAGING AND TEMPORARY CONSTRUCTION ACTIVITIES, WHICH ARE WITHIN THE FLOODPLAIN, WITHIN THE CREEK BANKS AND WITHIN THE ORDINARY HIGH WATER MARK.
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7. CONTRACTOR MUST PREPARE A STAGING AND ACCESS PLAN FOR APPROVAL BY THE ENGINEER AT LEAST 14 DAYS PRIOR TO WORK COMMENCING.

LEGEND:

- ELDERBERRY BUSH LOCATION
- 100-YR WSE
- 10-YR WSE
- TREE REMOVAL ID No.
SEE TREE REMOVAL TABLES



REVISIONS

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FIELD BOOK

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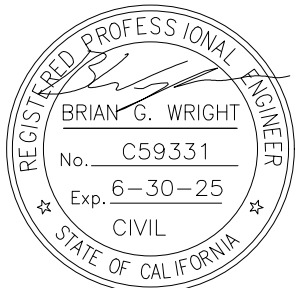
CITY# 400022



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DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
GRADING PLANS

GP-1

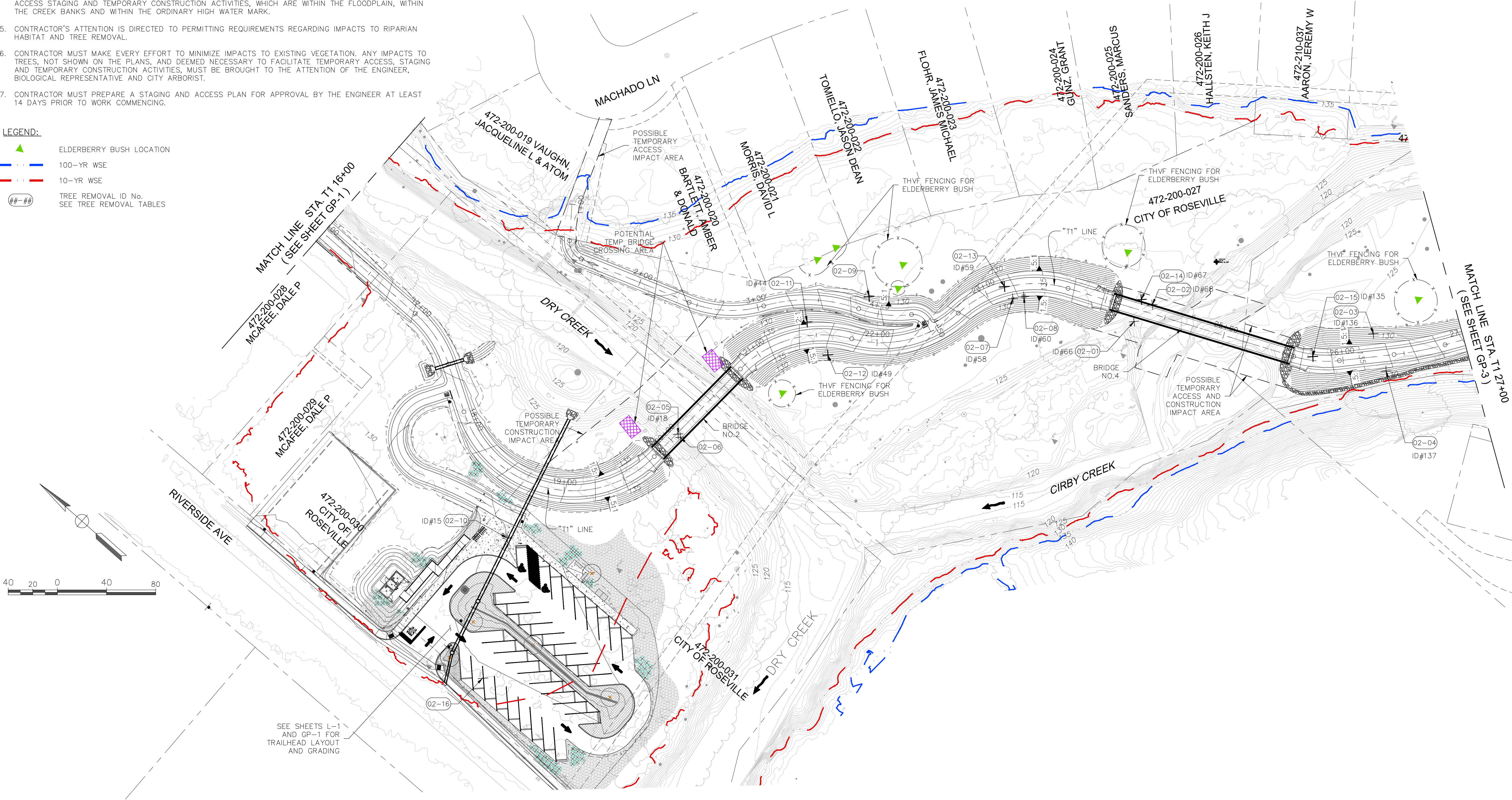
SHEET
44
OF
168

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7. CONTRACTOR MUST PREPARE A STAGING AND ACCESS PLAN FOR APPROVAL BY THE ENGINEER AT LEAST 14 DAYS PRIOR TO WORK COMMENCING.

LEGEND:

- ELDERBERRY BUSH LOCATION
- 100-YR WSE
- 10-YR WSE
- TREE REMOVAL ID No.
SEE TREE REMOVAL TABLES



GP-2

REVISIONS			
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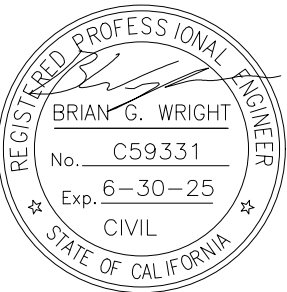
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DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
GRADING PLANS

SHEET
45
OF
168

Xrefs: DCBT-C-BORDER-V-TPO-DryCreek_Topo-MIDCBT-C-TOPO-ADDITIONS\DCBT-C-ROD\DCBT-X-UTL\Flood_Elevations\DryCreek_Mborist_LbySpecies_20201211\DCBT-C-TREE-REMOVAL_20-103-LWD_Base\DCBP1_Elderberry_20221122
Images: cropped COR block logo.tiff\Morc_Signature.jpg

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7. CONTRACTOR MUST PREPARE A STAGING AND ACCESS PLAN FOR APPROVAL BY THE ENGINEER AT LEAST 14 DAYS PRIOR TO WORK COMMENCING.

LEGEND:

▲

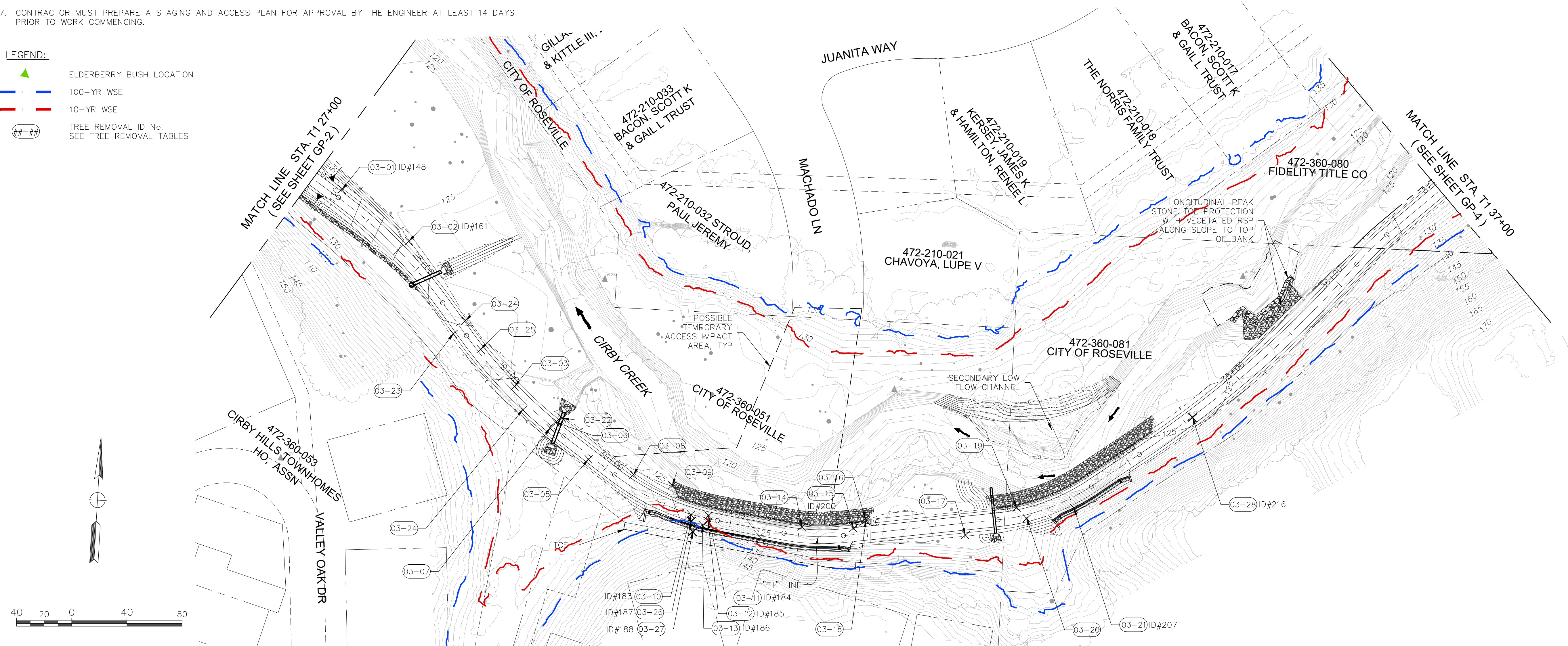
ELDERBERRY BUSH LOCATION

100-YR WSE

10-YR WSE

##-##

TREE REMOVAL ID No.
SEE TREE REMOVAL TABLES



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CITY# 400022

CITY OF

ROSEVILLE

CALIFORNIA

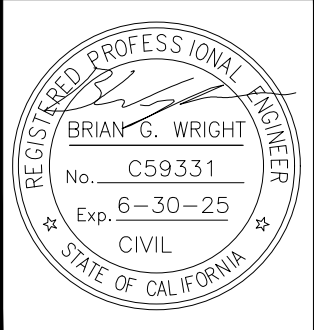
PSOMAS

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

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DRAWN BY: AMENAH ALKAWAZ DATE 05/2023



DRY CREEK GREENWAY EAST PHASE 1

TRAIL IMPROVEMENT PROJECT

GRADING PLANS

GP-3

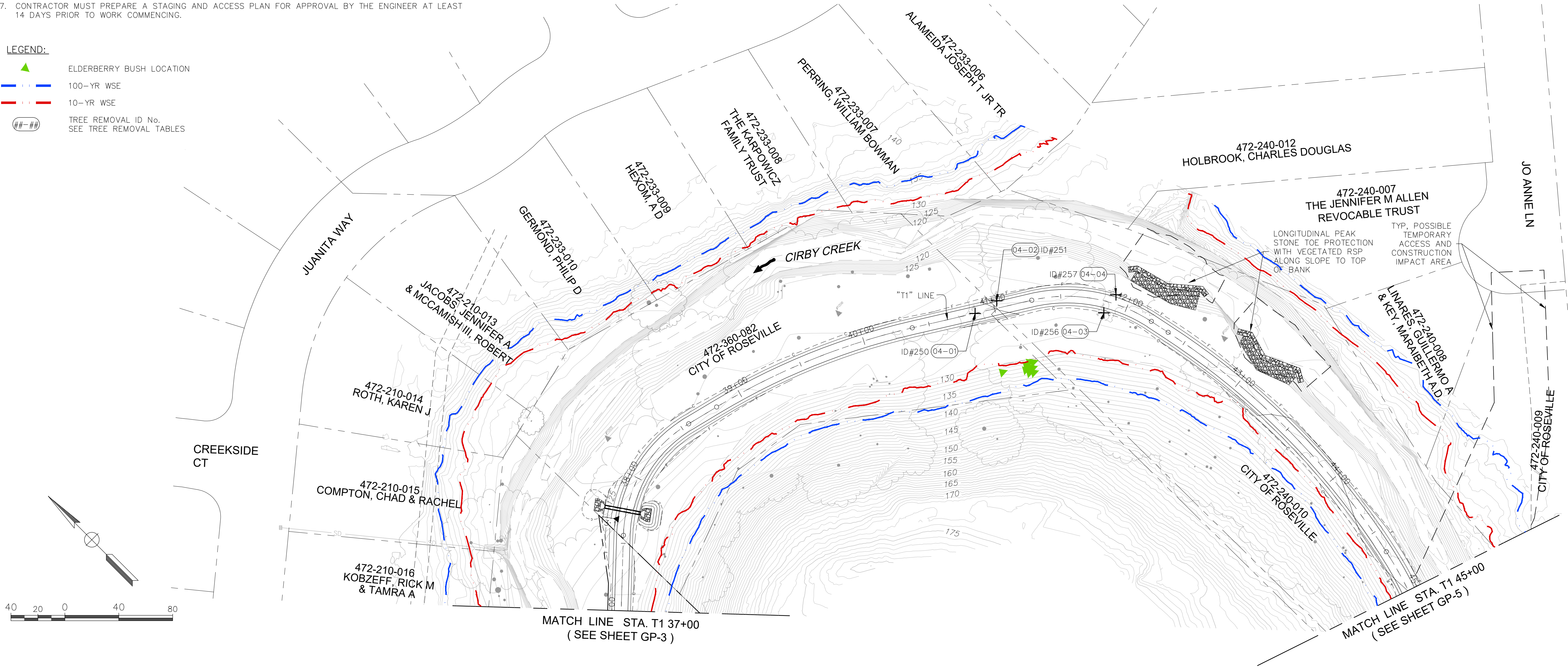
SHEET 46 OF 168

NOTES:

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LEGEND:

- ELDERBERRY BUSH LOCATION
- 100-YR WSE
- 10-YR WSE
- TREE REMOVAL ID No.
SEE TREE REMOVAL TABLES



GP-4

REVISIONS				BENCH MARK	ELEV. SEE NOTES	FIELD BOOK	CITY# 400022	PSOMAS 1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122	REGISTERED PROFESSIONAL BRIAN G. WRIGHT No. C59331 Exp. 6-30-25 CIVIL STATE OF CALIFORNIA	DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT GRADING PLANS	SHEET 47 OF 168
NO.	DESCRIPTION	DATE	BY								
				THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.	SCALE HORIZ. 1"=40' VERT. 1"=8'	CITY OF ROSEVILLE CALIFORNIA					

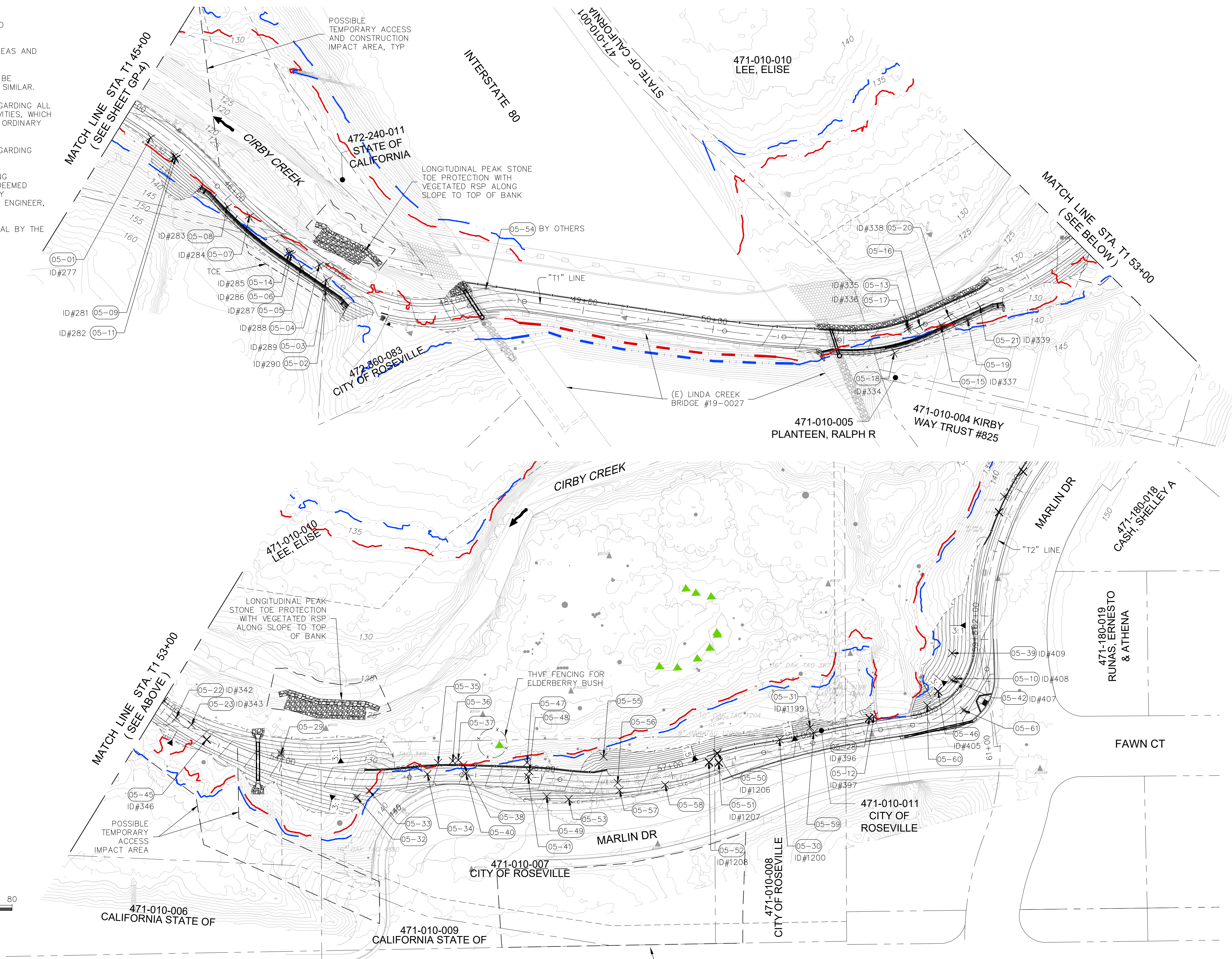
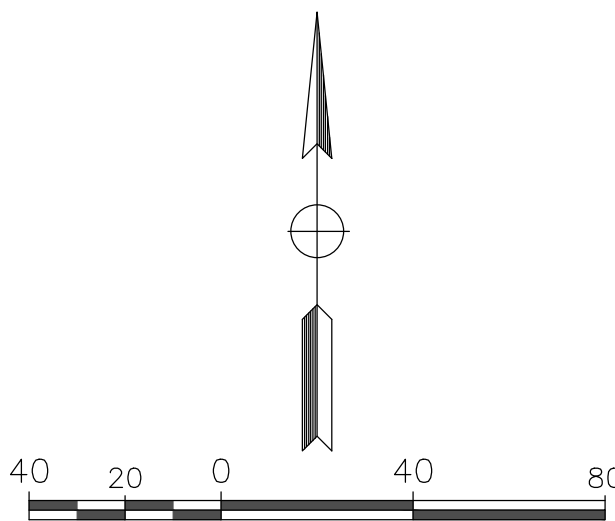
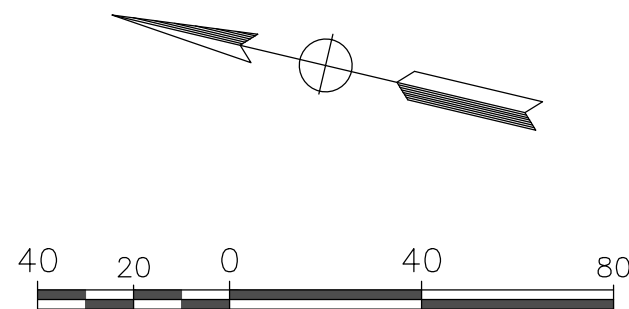
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Images: cropped COR black logo.tifMorc_Signature.jpg

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LEGEND:

- ELDERBERRY BUSH LOCATION
- 100-YR WSE
- 10-YR WSE
- TREE REMOVAL ID No.
SEE TREE REMOVAL TABLES



REVISIONS

NO.	DESCRIPTION	DATE	BY

BENCH MARK

ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

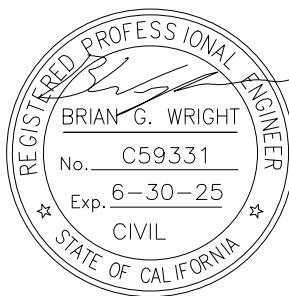
SCALE
HORIZ. 1"=40'
VERT. 1"=8'

CITY# 400022



PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023
CHECKED BY: BRIAN WRIGHT DATE 05/2023
DRAWN BY: AMENAH ALKAWAZ DATE 05/2023



DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
GRADING PLANS

GP-5

SHEET

48

OF

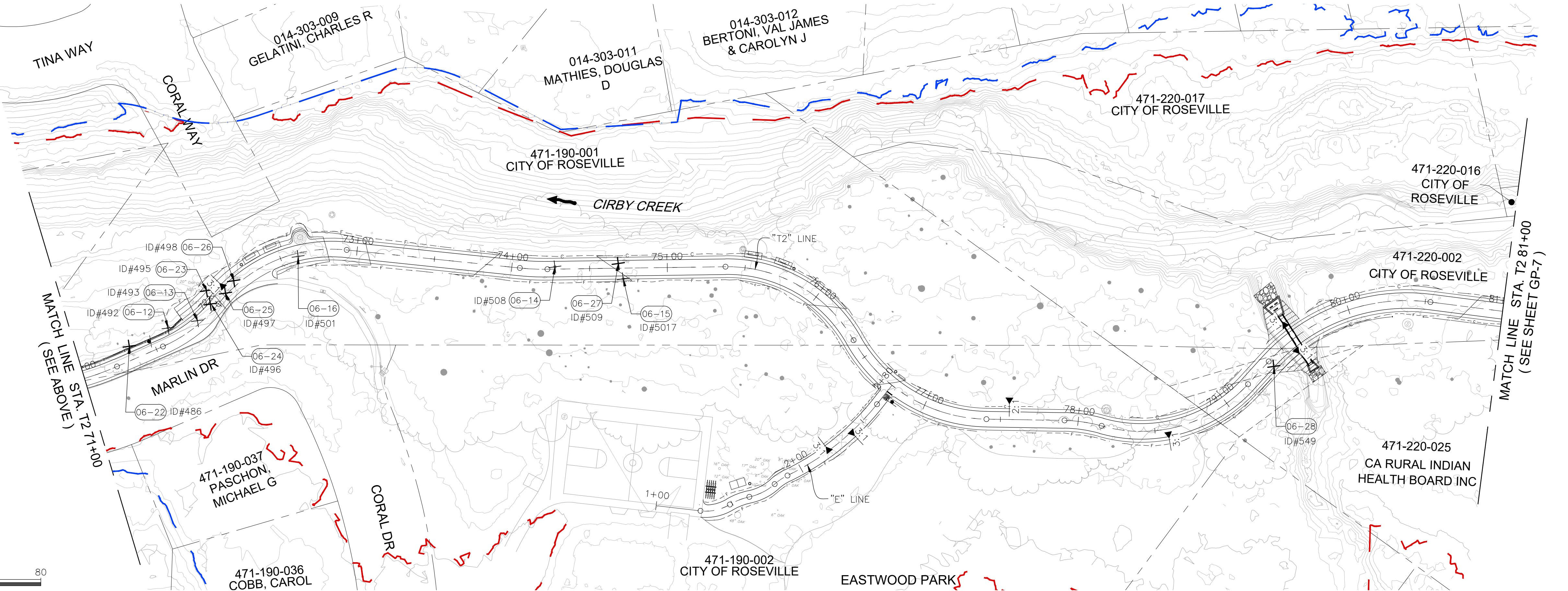
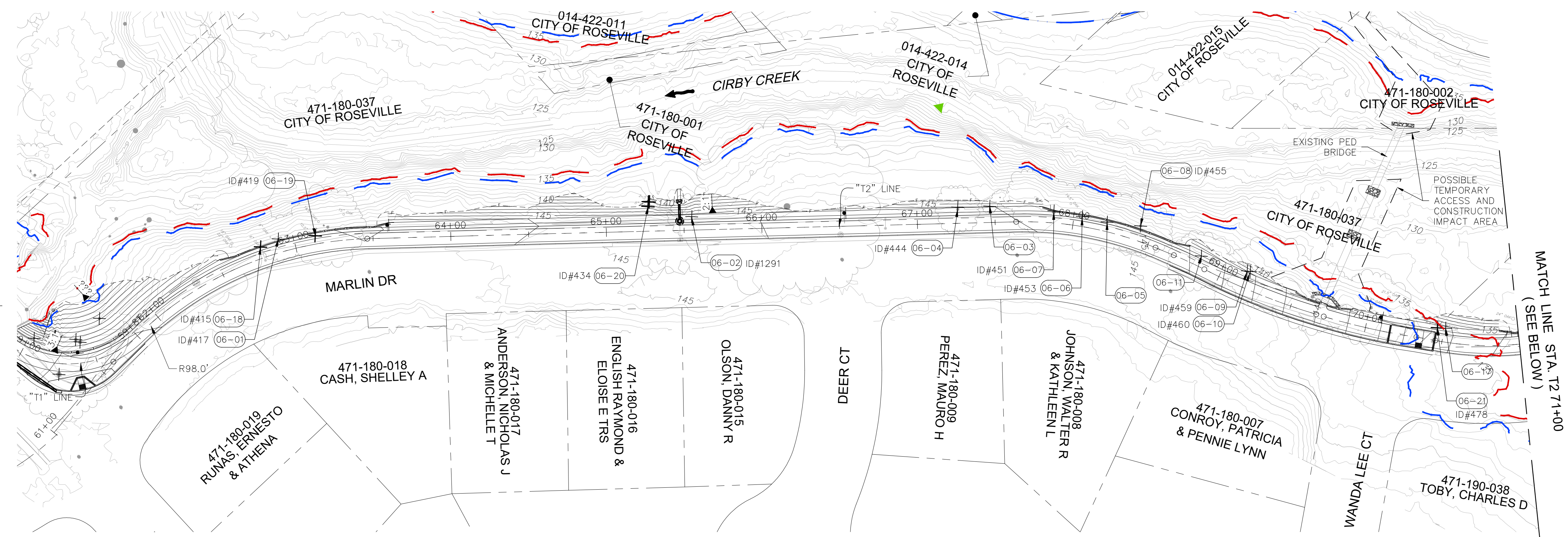
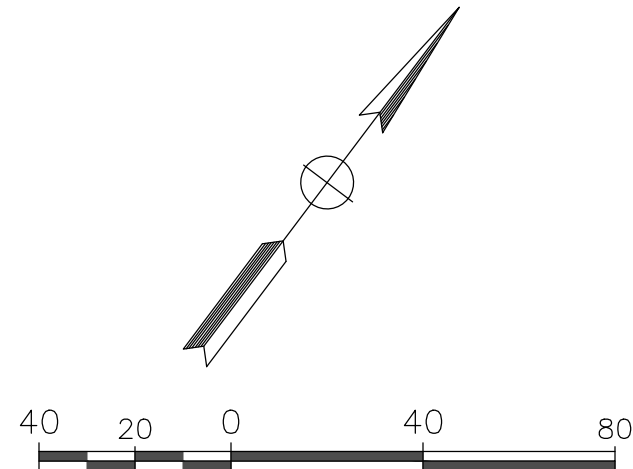
168

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LEGEND:

- ELDERBERRY BUSH LOCATION
- 100-YR WSE
- 10-YR WSE
- TREE REMOVAL ID No. SEE TREE REMOVAL TABLES



REVISIONS

NO.	DESCRIPTION	DATE	BY

BENCH MARK

ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE

HORIZ. 1"=40'

VERT. 1"=8'

CITY# 400022



PSOMAS

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023

CHECKED BY: BRIAN WRIGHT DATE 05/2023

DRAWN BY: AMENAH ALKAWAZ DATE 05/2023



DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
GRADING PLANS

GP-6

SHEET

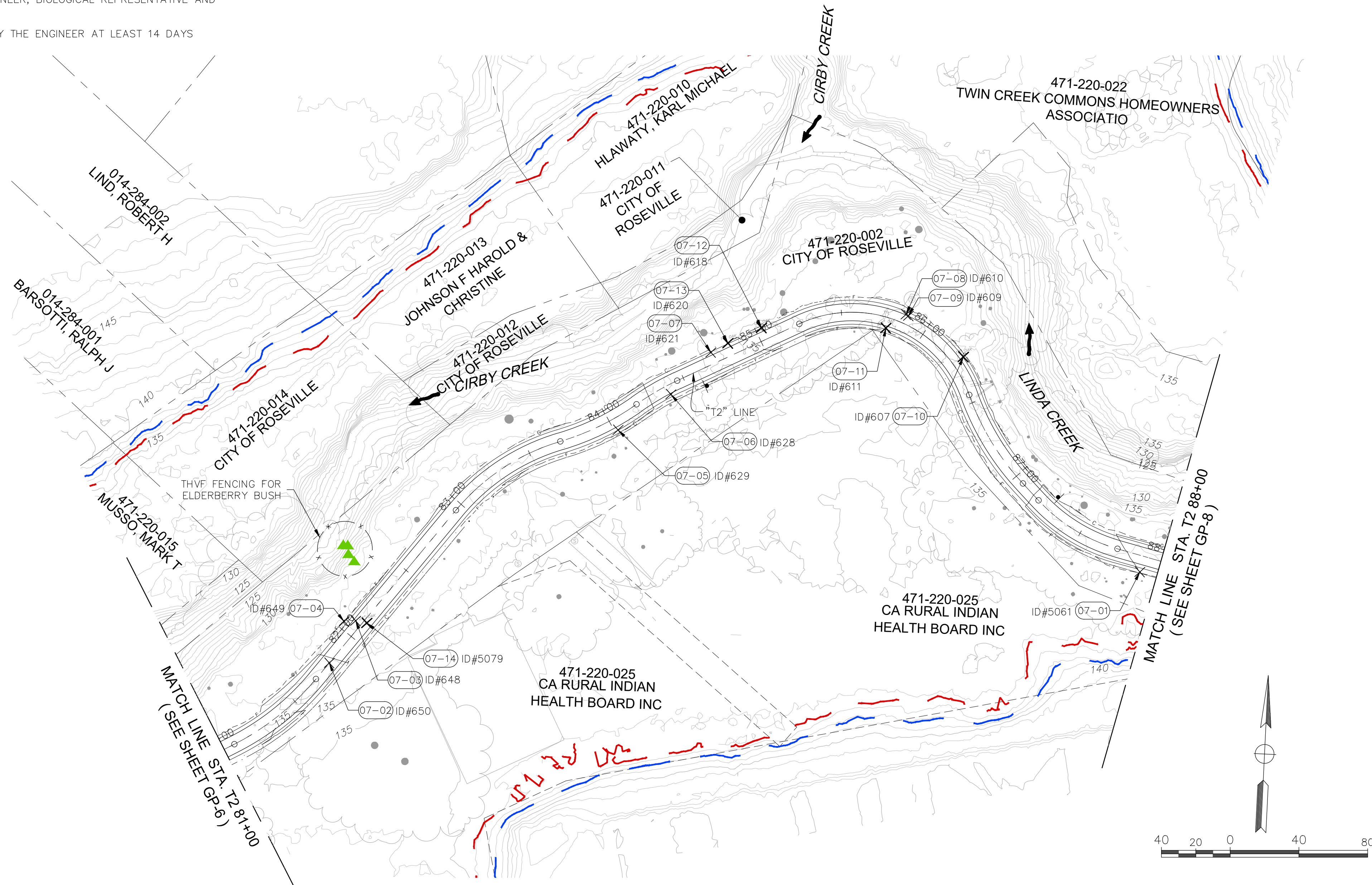
49

OF

168

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 ELDERBERRY BUSH LOCATION
 100-YR WSE
 10-YR WSE
 TREE REMOVAL ID No.
 SEE TREE REMOVAL TABLES

[illegible]

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK
SCALE HORIZ. $1''=40'$ VERT. $1''=8'$

CITY# 400022

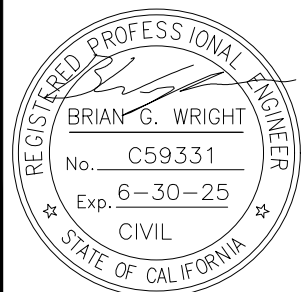


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1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023

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DRAWN BY: AMENAH ALKAWAZ DATE 05/2023



DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT GRADING PLANS

GP-7

SHEET

50

— OF —

168

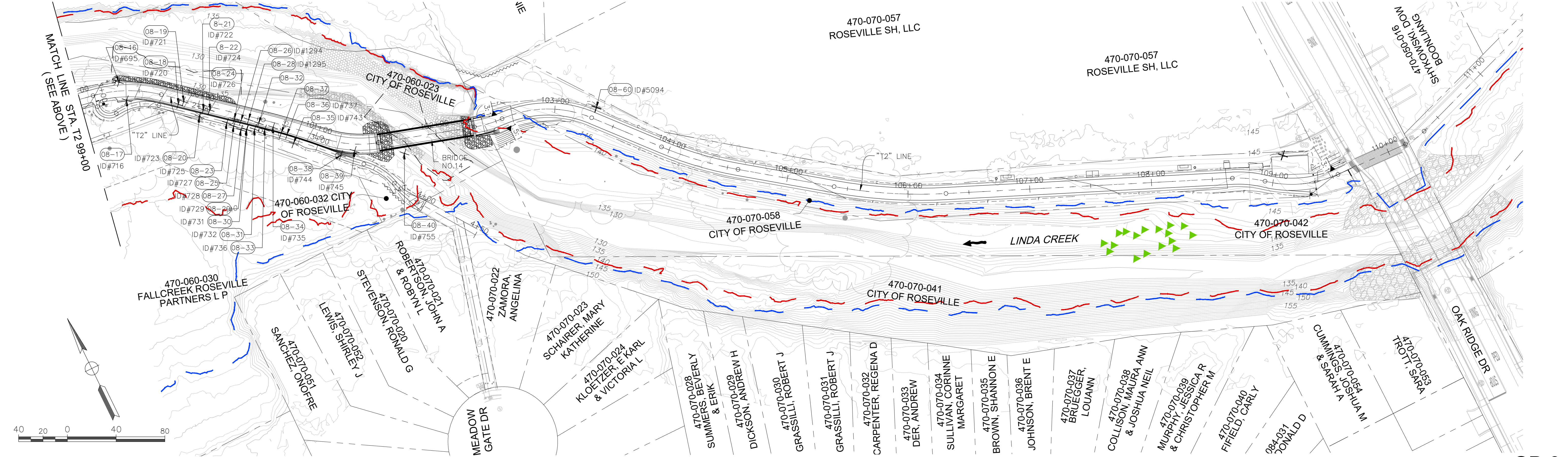
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- 100-YR WSE
- 10-YR WSE
- TREE REMOVAL ID No. SEE TREE REMOVAL TABLES



REVISIONS			
NO.	DESCRIPTION	DATE	BY

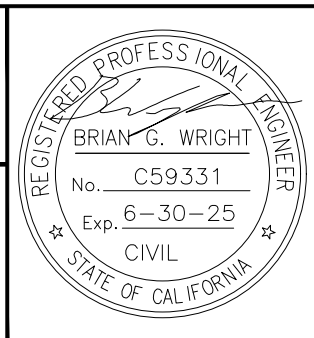
BENCH MARK	ELEV. SEE NOTES
THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.	

FIELD BOOK
SCALE
HORIZ. 1"=40'
VERT. 1"=8'

CITY# 400022



PSOMAS			
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122			
DESIGNED BY: CHERYL SPATZ	DATE	05/2023	
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DRAWN BY: AMENAH ALKAWAZ	DATE	05/2023	



DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
GRADING PLANS

GP-8

SHEET
51
OF
168

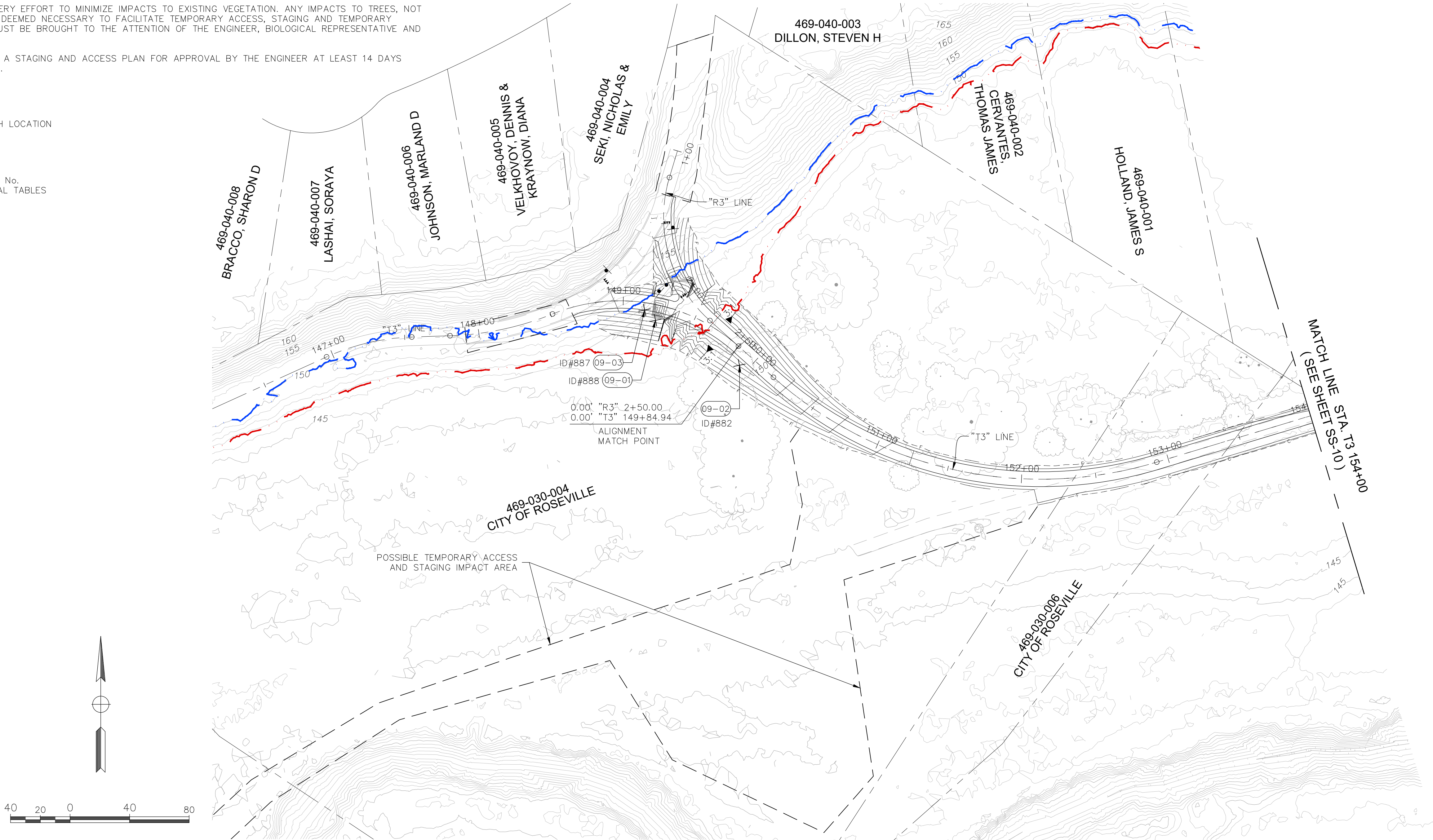
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Images: cropped COR block logo.tifMorc_Signature.jpg

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- 10-YR WSE
- TREE REMOVAL ID No.
SEE TREE REMOVAL TABLES



REVISIONS

NO.	DESCRIPTION	DATE	BY

BENCH MARK

ELEV. SEE NOTES

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FIELD BOOK

SCALE
HORIZ. 1"=40'
VERT. N/A

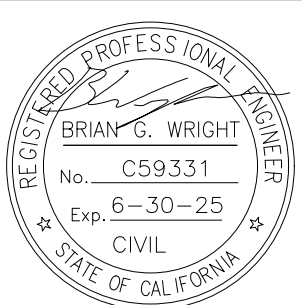
CITY# 400022



PSOMAS

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

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DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
GRADING PLANS

GP-9

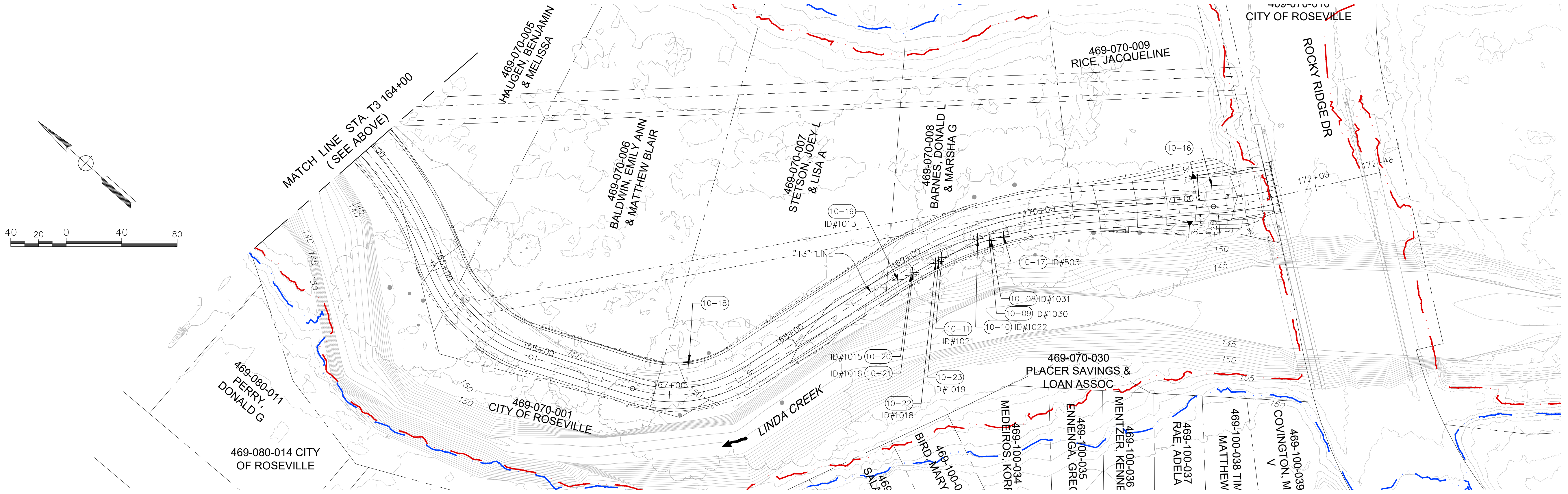
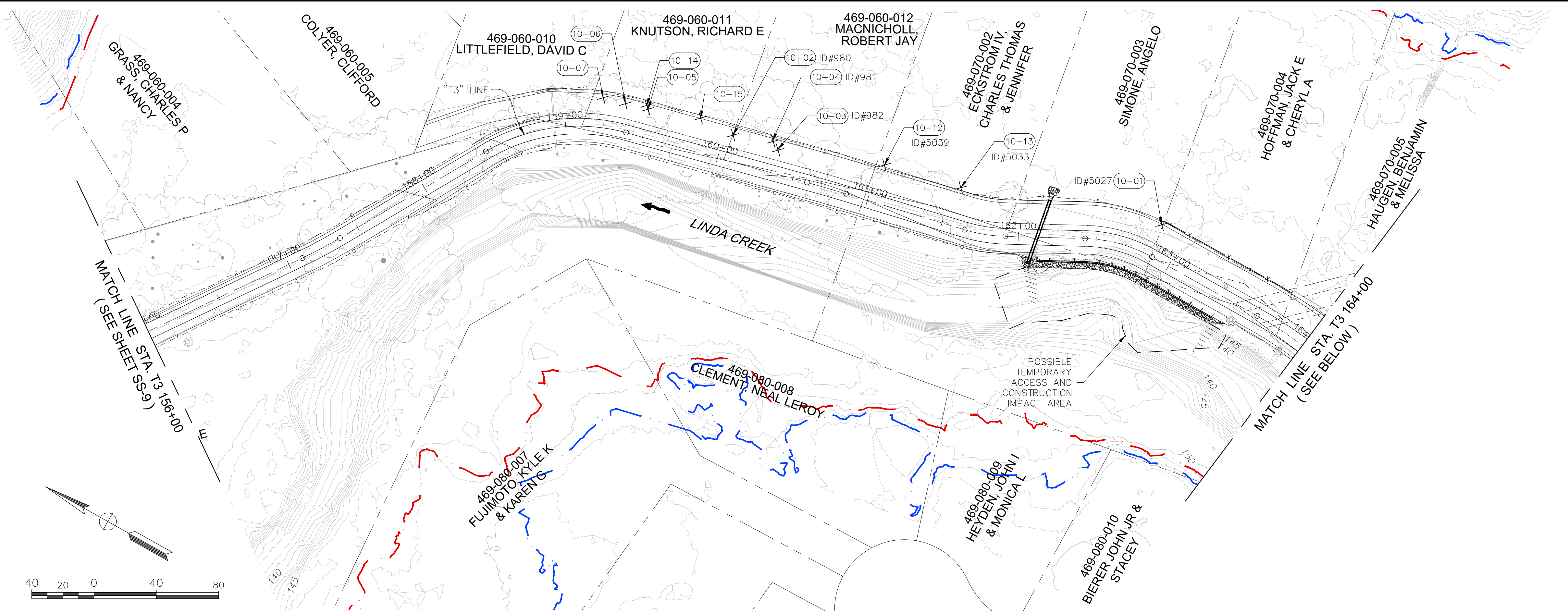
SHEET
52
OF
168

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- ▲ ELDERBERRY BUSH LOCATION
- 100-YR WSE
- 10-YR WSE
- ##-## TREE REMOVAL ID No. SEE TREE REMOVAL TABLES



GP-10

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. SEE NOTES
THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.	

FIELD BOOK
SCALE
HORIZ. 1"=40'
VERT. N/A

CITY# 400022

CITY OF
ROSEVILLE
CALIFORNIA

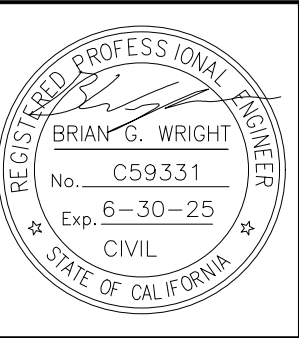
PSOMAS

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023

CHECKED BY: BRIAN WRIGHT DATE 05/2023

DRAWN BY: AMENAH ALKAWAZ DATE 05/2023



DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
GRADING PLANS

SHEET
53
OF
168

Xrefs: DCBT-C-BORDERV-TPG-DryCreek_Topo-A\IDCBT-C-RD\DCBT-X-PL\DCBT-C-TOPO-ADDITIONS\ 20-103-LWD_Base
Images: cropped COR block logo.tif|cropped COR block logo.tif|Marc_Signature.jpg

Sheet No.	Tree No.	ECORP ID#	DESCRIPTION
GP-01	01	1047	22" VALLEY OAK
GP-01	02	1050	6" INTERIOR LIVE OAK
GP-01	03	1048	7" INTERIOR LIVE OAK
GP-01	04	1064	12" INTERIOR LIVE OAK
GP-01	05	1073	16" INTERIOR LIVE OAK
GP-01	06	1055	39" INTERIOR LIVE OAK
GP-01	07	1051	6" VALLEY OAK
GP-01	08	1053	11.5" VALLEY OAK
GP-01	09	1052	10.5" VALLEY OAK
GP-01	10	-	6" TREE
GP-01	11	1046	13.5" VALLEY OAK
GP-01	12	1044	6" VALLEY OAK
GP-01	13	1045	13" VALLEY OAK
GP-01	14	1	9" INTERIOR LIVE OAK
GP-01	15	1049	14.5" INTERIOR LIVE OAK
GP-01	16	1054	17.5" VALLEY OAK
GP-01	17	1058	6" VALLEY OAK
GP-01	18	1069	13.5" INTERIOR LIVE OAK
GP-01	19	1070	12" INTERIOR LIVE OAK
GP-01	20	1071	9" INTERIOR LIVE OAK
GP-01	21	1074	7" INTERIOR LIVE OAK
GP-02	01	66	14" VALLEY OAK
GP-02	02	68	24.5" VALLEY OAK
GP-02	03	136	22" INTERIOR LIVE OAK
GP-02	04	137	22" BLUE OAK
GP-02	05	18	6" INTERIOR LIVE OAK
GP-02	06	-	8" TREE
GP-02	07	58	31" INTERIOR LIVE OAK
GP-02	08	60	45" VALLEY OAK
GP-02	09	-	32" TREE
GP-02	10	15	10.5" VALLEY OAK
GP-02	11	44	11" VALLEY OAK
GP-02	12	49	9" INTERIOR LIVE OAK
GP-02	13	59	26" VALLEY OAK
GP-02	14	67	10.5" VALLEY OAK
GP-02	15	135	13" INTERIOR LIVE OAK
GP-02	16	-	6" TREE
GP-03	01	148	67.5" VALLEY OAK
GP-03	02	161	14" INTERIOR LIVE OAK
GP-03	03	-	10" TREE
GP-03	04	-	12" TREE
GP-03	05	-	12" TREE
GP-03	06	-	6" TREE
GP-03	07	-	6" TREE
GP-03	08	-	6" TREE
GP-03	09	-	18" TREE
GP-03	10	183	9.5" BLUE OAK
GP-03	11	184	10" BLUE OAK
GP-03	12	185	9" INTERIOR LIVE OAK
GP-03	13	186	17" BLUE OAK
GP-03	14	-	12" TREE
GP-03	15	200	28.5" VALLEY OAK
GP-03	16	-	10" TREE
GP-03	17	-	6" TREE
GP-03	18	-	10" TREE
GP-03	19	-	16" TREE
GP-03	20	-	18" TREE
GP-03	21	207	13" INTERIOR LIVE OAK
GP-03	22	-	8" TREE
GP-03	23	-	6" TREE
GP-03	24	-	10" TREE
GP-03	25	-	8" TREE
GP-03	26	187	6.5" INTERIOR LIVE OAK
GP-03	27	188	27" BLUE OAK
GP-03	28	216	12" VALLEY OAK

TREE REMOVAL
TABLES DATA

Sheet No.	Tree No.	ECORP ID#	DESCRIPTION
GP-04	01	250	9" INTERIOR LIVE OAK
GP-04	02	251	8.5" INTERIOR LIVE OAK
GP-04	03	256	8.5" INTERIOR LIVE OAK
GP-04	04	257	10" INTERIOR LIVE OAK
GP-05	01	277	8.5" BLUE OAK
GP-05	02	290	27.5" BLUE OAK
GP-05	03	289	20.5" BLUE OAK
GP-05	04	288	14.5" BLUE OAK
GP-05	05	287	8.5" BLUE OAK
GP-05	06	286	16" BLUE OAK
GP-05	07	284	29.5" BLUE OAK
GP-05	08	283	26.5" BLUE OAK
GP-05	09	281	18.5" BLUE OAK
GP-05	10	408	28" INTERIOR LIVE OAK
GP-05	11	282	7" BLUE OAK
GP-05	12	397	7.5" VALLEY OAK
GP-05	13	335	32.5" INTERIOR LIVE OAK
GP-05	14	285	6" BLUE OAK
GP-05	15	337	27.5" INTERIOR LIVE OAK
GP-05	16	-	12" TREE
GP-05	17	336	28" INTERIOR LIVE OAK
GP-05	18	334	12.5" INTERIOR LIVE OAK
GP-05	19	-	18" TREE
GP-05	20	338	14" BLUE OAK
GP-05	21	339	14.5" INTERIOR LIVE OAK
GP-05	22	342	10.5" VALLEY OAK
GP-05	23	343	7.5" INTERIOR LIVE OAK
GP-05	24	-	24" TREE
GP-03	25	3503	23" BLUE OAK
GP-03	26	493	10.5" VALLEY OAK
GP-03	27	48	14" VALLEY OAK
GP-03	28	396	16" VALLEY OAK
GP-05	29	-	60" TREE
GP-05	30	1200	22" INTERIOR LIVE OAK
GP-05	31	1199	8" VALLEY OAK
GP-05	32	352	37" INTERIOR LIVE OAK
GP-05	33	353	22" BLUE OAK
GP-05	34	355	15" BLUE OAK
GP-05	35	356	8" INTERIOR LIVE OAK
GP-05	36	360	21" BLUE OAK
GP-05	37	359	11" BLUE OAK
GP-05	38	358	17" BLUE OAK
GP-05	39	409	13" BLUE OAK
GP-05	40	357	22" VALLEY OAK
GP-05	41	4885	18" OAK (DEAD)
GP-05	42	407	16.5" INTERIOR LIVE OAK
GP-05	43	406	9.5" VALLEY OAK
GP-05	44	-	36" TREE
GP-05	45	346	7.5" INTERIOR LIVE OAK
GP-05	46	405	8.5" INTERIOR LIVE OAK
GP-05	47	-	10" DEC (DEAD)
GP-05	48	-	18" DEC
GP-05	49	4886	11" INTERIOR LIVE OAK
GP-05	50	1206	7" INTERIOR LIVE OAK
GP-05	51	1207	8" INTERIOR LIVE OAK
GP-05	52	1208	9.5" INTERIOR LIVE OAK
GP-05	53	4889	5.3" OAK
GP-05	54	-	24" DECIDUOUS REMOVED BY OTHERS
GP-05	55	1215	32" INTERIOR LIVE OAK
GP-05	56	-	8" TREE
GP-05	57	4890	8" VALLEY OAK
GP-05	58	1213	6.5" VALLEY OAK
GP-05	59	-	10" TREE

TRT-1

NO.

DESCRIPTION

DATE

BY

BENCH MARK

ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

CITY# 400022

CITY OF ROSEVILLE CALIFORNIA

P S O M A S

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ

CHECKED BY: BRIAN WRIGHT

DRAWN BY: AMENAH ALKAWAZ

DATE 05/2023

DATE 05/2023

DATE 05/2023

REGISTERED PROFESSIONAL LAND SURVEYOR

BRIAN G. WRIGHT

No. C59331

6-30-25

CIVIL

STATE OF CALIFORNIA

DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT

TREE REMOVAL TABLES

SHEET 54

OF

168

Plotted: 05/18/2023 18:41:31. | Drawing: P:\6ROS013800\TRANSP\DESIGN\ROAD\SHEETS\08B-DCBT-GRADING-DTLS_...TRT1-TRT2.dwg | Layout: TRT-1 | By: cheryl.spatz

TREE REMOVAL TABELS DATA Cont.

Sheet No.	Tree No.	ECORP ID#	DESCRIPTION
GP-06	01	417	7.5" INTERIOR LIVE OAK
GP-06	02	1291	10" OAK
GP-06	03	—	6" TREE
GP-06	04	444	24.5" INTERIOR LIVE OAK
GP-06	05	—	14" TREE
GP-06	06	453	9" VALLEY OAK
GP-06	07	451	19.5" BLUE OAK
GP-06	08	455	18.5" INTERIOR LIVE OAK
GP-06	09	459	7.5" VALLEY OAK
GP-06	10	460	8" VALLEY OAK
GP-06	11	—	14" TREE
GP-06	12	492	18" VALLEY OAK
GP-06	13	493	9" VALLEY OAK
GP-06	14	508	19.5" VALLEY OAK
GP-06	15	5017	13" VALLEY OAK
GP-06	16	501	22" VALLEY OAK
GP-06	17	—	6" TREE
GP-06	18	415	6" BLUE OAK
GP-06	19	419	10.5" INTERIOR LIVE OAK
GP-06	20	434	10.5" INTERIOR LIVE OAK
GP-06	21	478	6.5" VALLEY OAK
GP-06	22	486	7.5" VALLEY OAK
GP-06	23	495	10.5" INTERIOR LIVE OAK
GP-06	24	496	12.5" INTERIOR LIVE OAK
GP-06	25	497	8.5" VALLEY OAK
GP-06	26	498	13" VALLEY OAK
GP-06	27	509	17.5" VALLEY OAK
GP-06	28	549	28" VALLEY OAK
GP-07	01	5061	6.5" INTERIOR LIVE OAK
GP-07	02	650	12" INTERIOR LIVE OAK
GP-07	03	648	11.5" INTERIOR LIVE OAK
GP-07	04	649	12" INTERIOR LIVE OAK
GP-07	05	629	11.5" INTERIOR LIVE OAK
GP-07	06	628	10" INTERIOR LIVE OAK
GP-07	07	621	17.5" INTERIOR LIVE OAK
GP-07	08	610	9.5" INTERIOR LIVE OAK
GP-07	09	609	11" VALLEY OAK
GP-07	10	607	10" INTERIOR LIVE OAK
GP-07	11	611	8.5" VALLEY OAK
GP-07	12	618	15" VALLEY OAK
GP-07	13	620	17" INTERIOR LIVE OAK
GP-07	14	5079	22" INTERIOR LIVE OAK

Sheet No.	Tree No.	ECORP ID#	DESCRIPTION
GP-08	01	565	17" INTERIOR LIVE OAK
GP-08	02	—	6" TREE
GP-08	03	568	13" INTERIOR LIVE OAK
GP-08	04	1602	6" OAK
GP-08	05	1292	6" OAK
GP-08	06	567	12.5" INTERIOR LIVE OAK
GP-08	07	570	14.5" INTERIOR LIVE OAK
GP-08	08	5022	CUT STUMP
GP-08	09	579	6" INTERIOR LIVE OAK
GP-08	10	578	10" INTERIOR LIVE OAK
GP-08	11	593	13" INTERIOR LIVE OAK
GP-08	12	507	12" INTERIOR LIVE OAK
GP-08	13	703	7.5" INTERIOR LIVE OAK
GP-08	14	699	11" VALLEY OAK
GP-08	15	698	12.5" INTERIOR LIVE OAK
GP-08	16	695	12" INTERIOR LIVE OAK
GP-08	17	716	19" INTERIOR LIVE OAK
GP-08	18	720	11" VALLEY OAK
GP-08	19	721	13" VALLEY OAK
GP-08	20	723	17.5" VALLEY OAK
GP-08	21	722	14.5" VALLEY OAK
GP-08	22	724	11.5" VALLEY OAK
GP-08	23	725	11" VALLEY OAK
GP-08	24	726	15.5" VALLEY OAK
GP-08	25	727	10.5" VALLEY OAK
GP-08	26	1294	6" OAK
GP-08	27	728	14.5" VALLEY OAK
GP-08	28	1295	6" OAK
GP-08	29	729	10.5" VALLEY OAK
GP-08	30	731	6.5" VALLEY OAK
GP-08	31	732	7" VALLEY OAK
GP-08	32	—	6" TREE
GP-08	33	736	6.5" VALLEY OAK
GP-08	34	735	10" VALLEY OAK
GP-08	35	743	9" VALLEY OAK
GP-08	36	737	10" VALLEY OAK
GP-08	37	—	9" DEAD TREE
GP-08	38	744	19" VALLEY OAK
GP-08	39	745	42" INTERIOR LIVE OAK
GP-08	40	755	9.5" INTERIOR LIVE OAK
GP-08	41	1293	6" OAK
GP-08	42	701	6" INTERIOR LIVE OAK
GP-08	43	550	9.5" BLUE OAK
GP-08	44	551	7" BLUE OAK
GP-08	45	552	9.5" INTERIOR LIVE OAK
GP-08	46	553	9.5" INTERIOR LIVE OAK
GP-08	47	554	11" INTERIOR LIVE OAK
GP-08	48	555	6" BLUE OAK
GP-08	49	557	6" INTERIOR LIVE OAK
GP-08	50	559	6" BLUE OAK
GP-08	51	560	9" BLUE OAK
GP-08	52	562	6" BLUE OAK
GP-08	53	564	8.5" BLUE OAK
GP-08	54	595	12" INTERIOR LIVE OAK
GP-08	55	700	8.5" VALLEY OAK
GP-08	56	702	6" VALLEY OAK
GP-08	57	952	10" INTERIOR LIVE OAK
GP-08	58	953	13" INTERIOR LIVE OAK
GP-08	59	5055	15" VALLEY OAK
GP-08	60	5094	7" VALLEY OAK

TRT-2

NO.

DESCRIPTION

DATE

BY

BENCH MARK

ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE

HORIZ. N.T.S

VERT. N/A

CITY# 400022

CITY OF

ROSEVILLE

CALIFORNIA

P S O M A S

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023

CHECKED BY: BRIAN WRIGHT DATE 05/2023

DRAWN BY: AMENAH ALKAWAZ DATE 05/2023

REGISTERED PROFESSIONAL LAND SURVEYOR

BRIAN G. WRIGHT

No. C59331

Exp. 6-30-25

CIVIL

STATE OF CALIFORNIA

DRY CREEK GREENWAY EAST PHASE 1

TRAIL IMPROVEMENT PROJECT

TREE REMOVAL TABLES

SHEET

55

OF

168

Plotted: 05/18/2023 18:41:34. | Drawing: P:\6ROS013800\TRANSP\DESIGN\ROAD\SHEETS\08B-DCBT-GRADING-DTLS_...TRT1-TRT2.dwg | Layout: TRT-2 | By: cheryl.spatz

Sheet No.	Tree No.	ECORP ID#	DESCRIPTION
GP-09	01	888	7.5" VALLEY OAK
GP-09	02	882	7" BLUE OAK
GP-09	03	887	7.5" VALLEY OAK
GP-10	01	5027	12" VALLEY OAK
GP-10	02	980	27.5" VALLEY OAK
GP-10	03	982	20" OAK
GP-10	04	981	20" OAK
GP-10	05	—	8" FIR
GP-10	06	—	8" FIR
GP-10	07	—	8" FIR
GP-10	08	1031	8.5" VALLEY OAK
GP-10	09	1030	8" INTERIOR LIVE OAK
GP-10	10	1022	6" INTERIOR LIVE OAK
GP-10	11	1021	9" VALLEY OAK
GP-10	12	5039	12" VALLEY OAK
GP-10	13	5033	13" INTERIOR LIVE OAK
GP-10	14	—	6" DECIDUOUS
GP-10	15	—	6" DECIDUOUS
GP-10	16	5031	7.5" VALLEY OAK
GP-10	17	1032	11.5" VALLEY OAK
GP-10	18	—	30" WALNUT
GP-10	19	1013	17" VALLEY OAK
GP-10	20	1015	10" VALLEY OAK
GP-10	21	1016	7" VALLEY OAK
GP-10	22	1018	8" VALLEY OAK
GP-10	23	1019	10" VALLEY OAK

NO.

DESCRIPTION

DATE

BY

BENCH MARK

ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE

HORIZ. N.T.S

VERT. N/A

CITY# 400022

CITY OF

ROSEVILLE

CALIFORNIA

PSOMAS

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023

CHECKED BY: BRIAN WRIGHT DATE 05/2023

DRAWN BY: AMENAH ALKAWAZ DATE 05/2023

REGISTERED PROFESSIONAL

BRIAN G. WRIGHT

No. C59331

Exp. 6-30-25

CIVIL

STATE OF CALIFORNIA

DRY CREEK GREENWAY EAST PHASE 1

TRAIL IMPROVEMENT PROJECT

TREE REMOVAL TABLES

SHEET

56

OF

168

Plotted: 05/18/2023 18:41:39. | Drawing: P:\6ROS013800\TRANSP\DESIGN\ROAD\SHEETS\08B-DCBT-GRADING-DTLS__TRT1-TRT2.dwg | Layout: TRT-3 | By: cheryl.spatz

Xrefs: DCBT-C-BORDERV-TPG-DryCreek_Topo-A\DCBT-C-RO\DCBT-X-PL\DCBT-C-TOPO-ADDITIONS\ 20-103-LWD_Base
Images: cropped COR block logo.tif|cropped COR block logo.tif|Marc_Signature.jpg

STRIPING LEGEND:

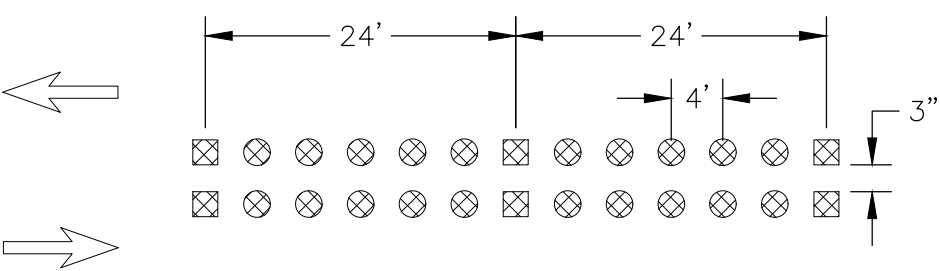
- INDICATES LIMIT OF DETAIL
- 4" WHITE EDGE LINE
- 4" YELLOW CENTER LINE PASSING STRIPE PER CA CITY STD DETAIL BK-2
- 4" YELLOW SOLID STRIPE
- BOLLARD/FLEXIBLE POST STRIPING PER CITY'S STANDARD DETAIL BK-2*
- "STOP" LEGEND CENTERED IN BIKE LANE AS SHOWN
- 12" WHITE LIMIT LINE
- YIELD LINE, SEE DETAIL THIS SHEET
- 12" WHITE PAVEMENT MARKING
- STRIPING DETAIL # PER CALTRANS STD PLANS
- SHARED LANE MARKING PER CA MUTCD SECTION 9C.07 AND FIGURE 9C-9
- RED MMA PAVEMENT MARKING, SEE NOTE 3
- BIKE LANE ARROW TYPE IV

SIGNING LEGEND:

- INSTALL NEW SIGN
- SIGN DESIGNATION PER CA MUTCD
- F-LED SOLAR POWERED FLASHING LED CROSSWALK SIGN WITH PEDESTRIAN ACTIVATED PUSH BUTTON, SEE ELECTRICAL PLAN SHEETS
- REMOVE EXISTING SIGN
- REMOVE AND INSTALL NEW SIGN

NOTES

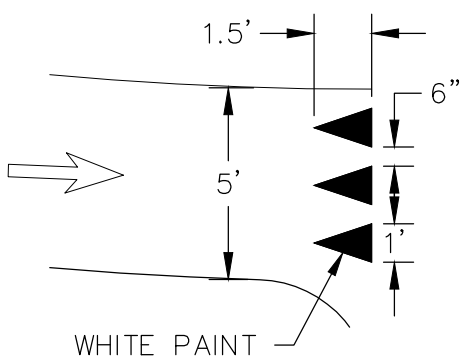
- SIGN PLACEMENT ON PLANS ARE APPROXIMATE LOCATIONS. THE CONTRACTOR SHALL INSURE THAT ALL SIGNS INSTALLED ARE NOT VISUALLY OBSTRUCTED BY LANDSCAPING OR OTHER OBSTRUCTION. CONTACT CITY ENGINEER IN THE EVENT OF ANY QUESTION ON SIGN PLACEMENT.
- ALL BIKE TRAIL STRIPING SHALL BE PAINT.
- MATCH RED MMA TO OAK RIDGE DRIVE BRIDGE REPLACEMENT PROJECT.



LEGEND

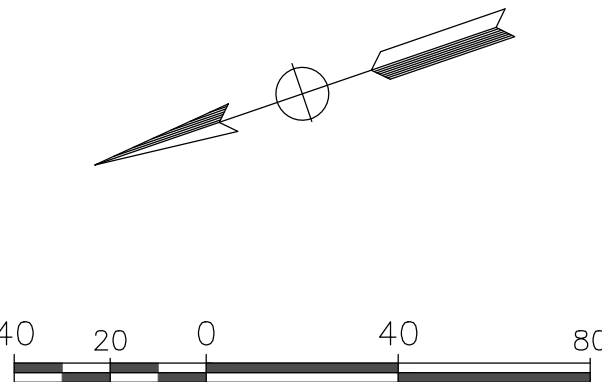
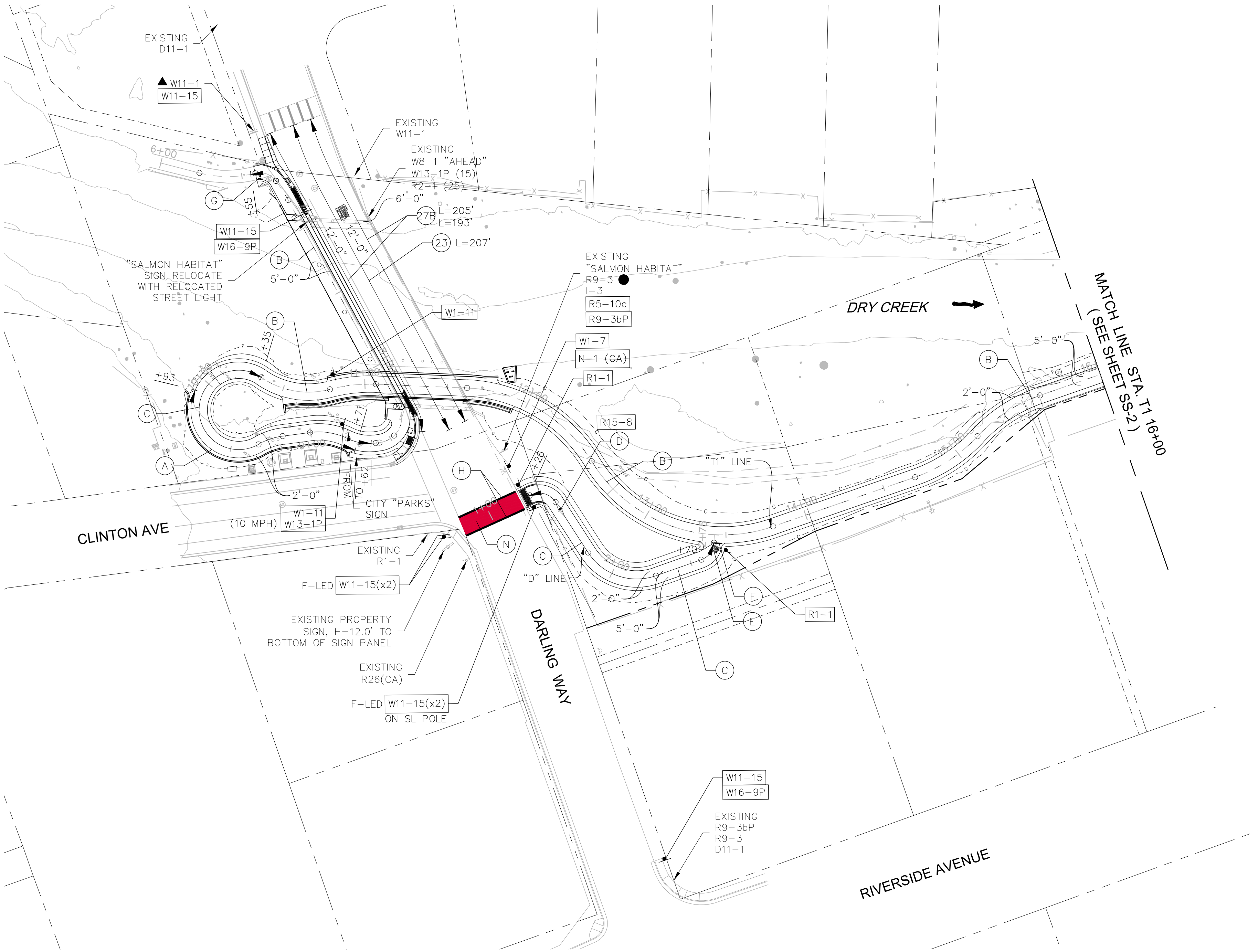
- TYPE AY YELLOW NON-REFLECTIVE MARKER
- TYPE D TWO-WAY YELLOW REFLECTIVE MARKER

STRIPE DETAIL No. 23
SCALE: N.T.S.



BIKE TRAIL YIELD LINE DETAIL
SCALE: N.T.S.

* REPLICATE BOLLARD DIAMOND STRIPING FOR MANHOLES LOCATED IN CENTER OF TRAIL



SS-1

REVISIONS				BENCH MARK	ELEV. SEE NOTES	FIELD BOOK	CITY# 400022	P S O M A S	REGISTERED PROFESSIONAL ENGINEER BRIAN G. WRIGHT No. C59331 Exp. 6-30-25 CIVIL STATE OF CALIFORNIA	DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT SIGNING AND STRIPING	SHEET 57 OF 168
NO.	DESCRIPTION	DATE	BY								
				THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.		SCALE HORIZ. 1"=40' VERT. 1"=8'	CITY OF ROSEVILLE CALIFORNIA	DESIGNED BY: CHERYL SPATZ DATE 05/2023 CHECKED BY: BRIAN WRIGHT DATE 05/2023 DRAWN BY: AMENAH ALKAWAZ DATE 05/2023			

Xrefs: DCBT-C-BORDER-V-TPO-DryCreek_Topo-A\DCBT-C-TOPO-ADDITIONS\DCBT-C-RD\DCBT-X-UT\80_Lindo_Creek_Foundation\City-Aerial_2019\ 20-103-LWD_Base
Images: cropped COR black logo.tif\Morc_Signature.jpg

STRIPING LEGEND:

- INDICATES LIMIT OF DETAIL
- 4" WHITE EDGE LINE
- 4" YELLOW CENTER LINE PASSING STRIPE PER CA CITY STD DETAIL BK-2
- 4" YELLOW SOLID STRIPE
- BOLLARD/FLEXIBLE POST STRIPING PER CITY'S STANDARD DETAIL BK-2*
- "STOP" LEGEND CENTERED IN BIKE LANE AS SHOWN
- 12" WHITE LIMIT LINE
- YIELD LINE, SEE DETAIL ON SS-1
- 12" WHITE PAVEMENT MARKING
- STRIPING DETAIL # PER CALTRANS STD PLANS
- SHARED LANE MARKING PER CA MUTCD SECTION 9C.07 AND FIGURE 9C-9
- RED MMA PAVEMENT MARKING, SEE NOTE 3
- BIKE LANE ARROW TYPE IV

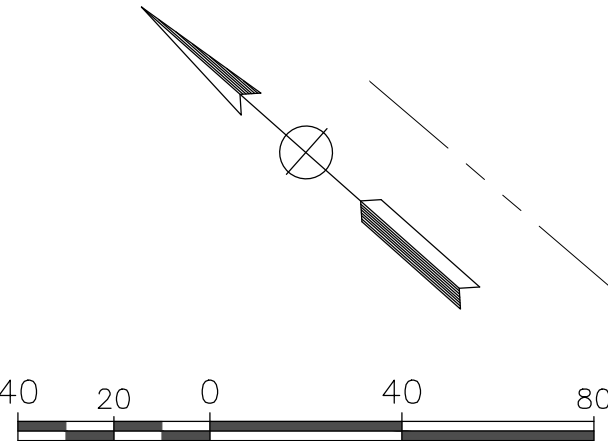
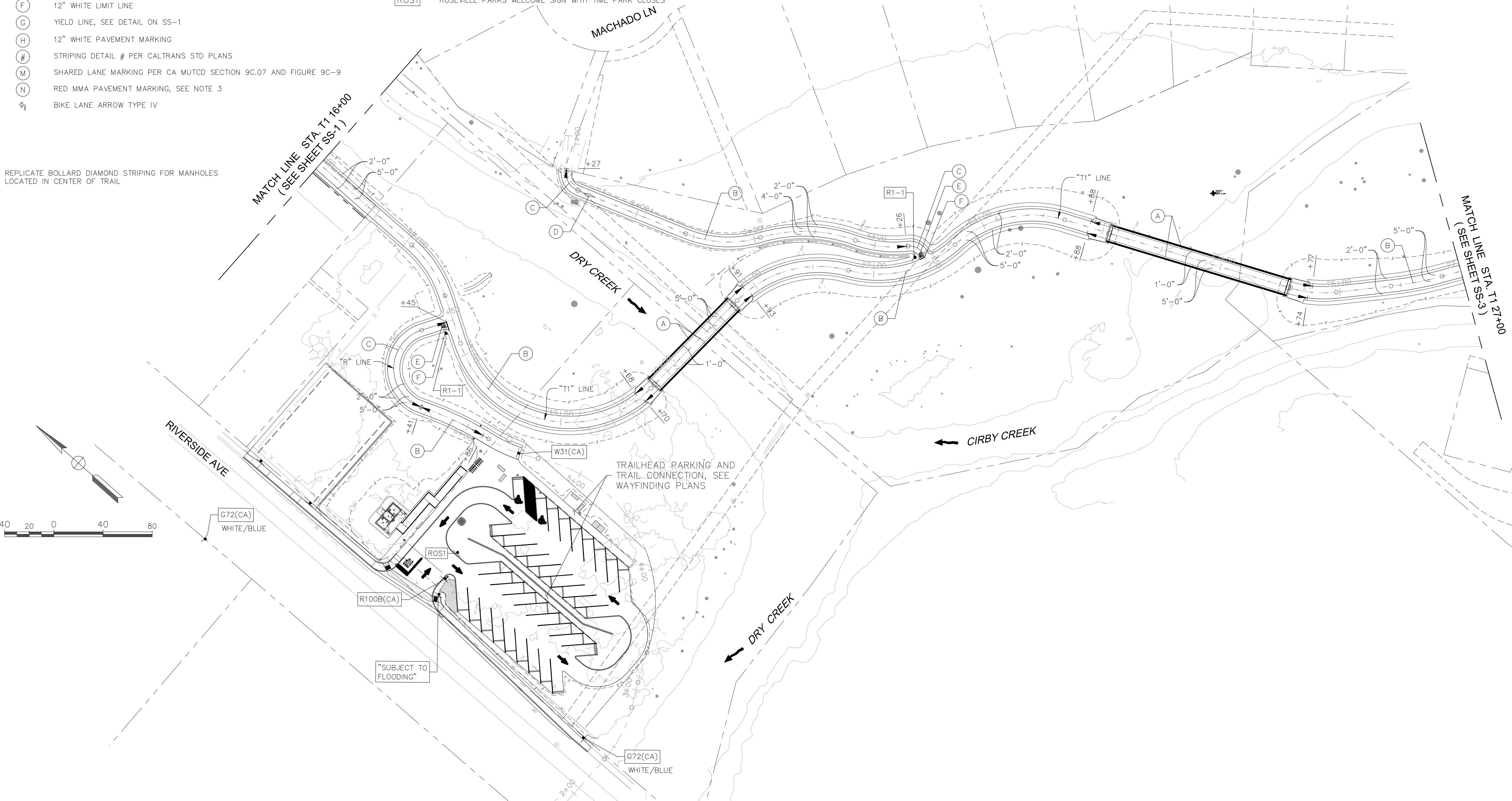
SIGNING LEGEND:

- INSTALL NEW SIGN
- SIGN DESIGNATION PER CA MUTCD
- F-LED
- SOLAR POWERED FLASHING LED CROSSWALK SIGN WITH PEDESTRIAN ACTIVATED PUSH BUTTON, SEE ELECTRICAL PLAN SHEETS
- REMOVE EXISTING SIGN
- REMOVE AND INSTALL NEW SIGN
- ROSI
- ROSEVILLE PARKS WELCOME SIGN WITH TIME PARK CLOSSES

NOTES

- SIGN PLACEMENT ON PLANS ARE APPROXIMATE LOCATIONS. THE CONTRACTOR SHALL INSURE THAT ALL SIGNS INSTALLED ARE NOT VISUALLY OBSTRUCTED BY LANDSCAPING OR OTHER OBSTRUCTION. CONTACT CITY ENGINEER IN THE EVENT OF ANY QUESTION ON SIGN PLACEMENT.
- ALL BIKE TRAIL STRIPING SHALL BE PAINT.
- MATCH RED MMA TO OAK RIDGE DRIVE BRIDGE REPLACEMENT PROJECT.

* REPLICATE BOLLARD DIAMOND STRIPING FOR MANHOLES LOCATED IN CENTER OF TRAIL



SS-2

REVISIONS				BENCH MARK		FIELD BOOK		CITY# 400022		PSOMAS				DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT SIGNING AND STRIPING		SHEET 58 OF 168	
NO.	DESCRIPTION	DATE	BY	ELEV.	SEE NOTES	SCALE				DESIGNED BY: CHERYL SPATZ	DATE: 05/2023	CHECKED BY: BRIAN WRIGHT	DATE: 05/2023	DRAWN BY: AMENAH ALKAWAZ	DATE: 05/2023		
						HORIZ. 1"=40'											
						VERT. 1"=8'											

STRIPING LEGEND:

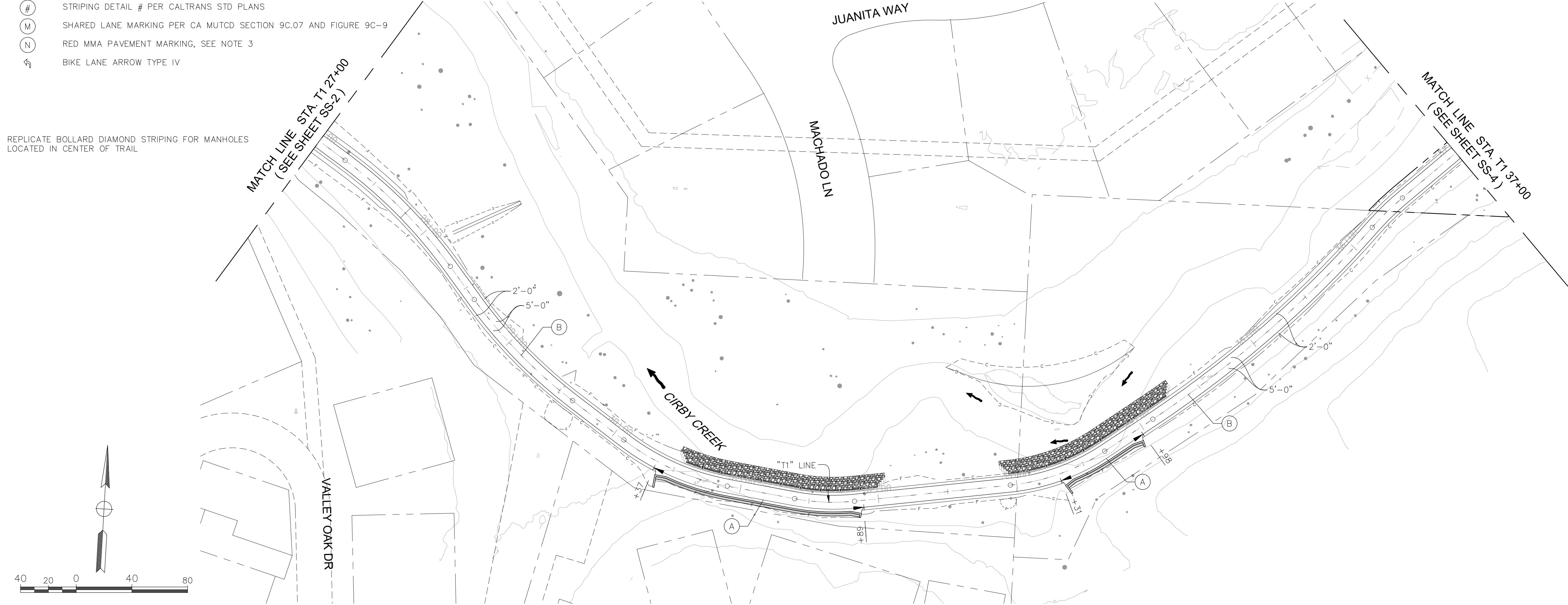
- INDICATES LIMIT OF DETAIL
- 4" WHITE EDGE LINE
- 4" YELLOW CENTER LINE PASSING STRIPE PER CA CITY STD DETAIL BK-2
- 4" YELLOW SOLID STRIPE
- BOLLARD/FLEXIBLE POST STRIPING PER CITY'S STANDARD DETAIL BK-2*
- "STOP" LEGEND CENTERED IN BIKE LANE AS SHOWN
- 12" WHITE LIMIT LINE
- YIELD LINE, SEE DETAIL ON SS-1
- 12" WHITE PAVEMENT MARKING
- STRIPING DETAIL # PER CALTRANS STD PLANS
- SHARED LANE MARKING PER CA MUTCD SECTION 9C.07 AND FIGURE 9C-9
- RED MMA PAVEMENT MARKING, SEE NOTE 3
- BIKE LANE ARROW TYPE IV

SIGNING LEGEND:

- INSTALL NEW SIGN
- SIGN DESIGNATION PER CA MUTCD
- SOLAR POWERED FLASHING LED CROSSWALK SIGN WITH PEDESTRIAN ACTIVATED PUSH BUTTON, SEE ELECTRICAL PLAN SHEETS
- F-LED
- REMOVE EXISTING SIGN
- REMOVE AND INSTALL NEW SIGN

NOTES

- SIGN PLACEMENT ON PLANS ARE APPROXIMATE LOCATIONS. THE CONTRACTOR SHALL INSURE THAT ALL SIGNS INSTALLED ARE NOT VISUALLY OBSTRUCTED BY LANDSCAPING OR OTHER OBSTRUCTION. CONTACT CITY ENGINEER IN THE EVENT OF ANY QUESTION ON SIGN PLACEMENT.
- ALL BIKE TRAIL STRIPING SHALL BE PAINT.
- MATCH RED MMA TO OAK RIDGE DRIVE BRIDGE REPLACEMENT PROJECT.



* REPLICATE BOLLARD DIAMOND STRIPING FOR MANHOLES LOCATED IN CENTER OF TRAIL

SS-3

REVISIONS				BENCH MARK	FIELD BOOK	CITY# 400022	PSOMAS 1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122 DESIGNED BY: CHERYL SPATZ DATE 05/2023 CHECKED BY: BRIAN WRIGHT DATE 05/2023 DRAWN BY: AMENAH ALKAWAZ DATE 05/2023		DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT SIGNING AND STRIPING	SHEET 59 OF 168
NO.	DESCRIPTION	DATE	BY	ELEV. SEE NOTES	SCALE HORIZ. 1"=40' VERT. 1"=8'					

Xrefs: DCBT-C-BORDER\VP-TPG-DryCreek_Topo-A\DCBT-C-Topo-ADDITIONS\DCBT-C-RD\DCBT-X-UT\180_Lindo_Creek_Foundation\City-Aerial_2019\ 20-103-LWD_Base
Images: cropped COR_black_topo.tif\More_Signature.jpg

STRIPING LEGEND:

- INDICATES LIMIT OF DETAIL
- 4" WHITE EDGE LINE
- 4" YELLOW CENTER LINE PASSING STRIPE PER CA CITY STD DETAIL BK-2
- 4" YELLOW SOLID STRIPE
- BOLLARD/FLEXIBLE POST STRIPING PER CITY'S STANDARD DETAIL BK-2*
- "STOP" LEGEND CENTERED IN BIKE LANE AS SHOWN
- 12" WHITE LIMIT LINE
- YIELD LINE, SEE DETAIL ON SS-1
- 12" WHITE PAVEMENT MARKING
- STRIPING DETAIL # PER CALTRANS STD PLANS
- SHARED LANE MARKING PER CA MUTCD SECTION 9C.07 AND FIGURE 9C-9
- RED MMA PAVEMENT MARKING, SEE NOTE 3
- BIKE LANE ARROW TYPE IV

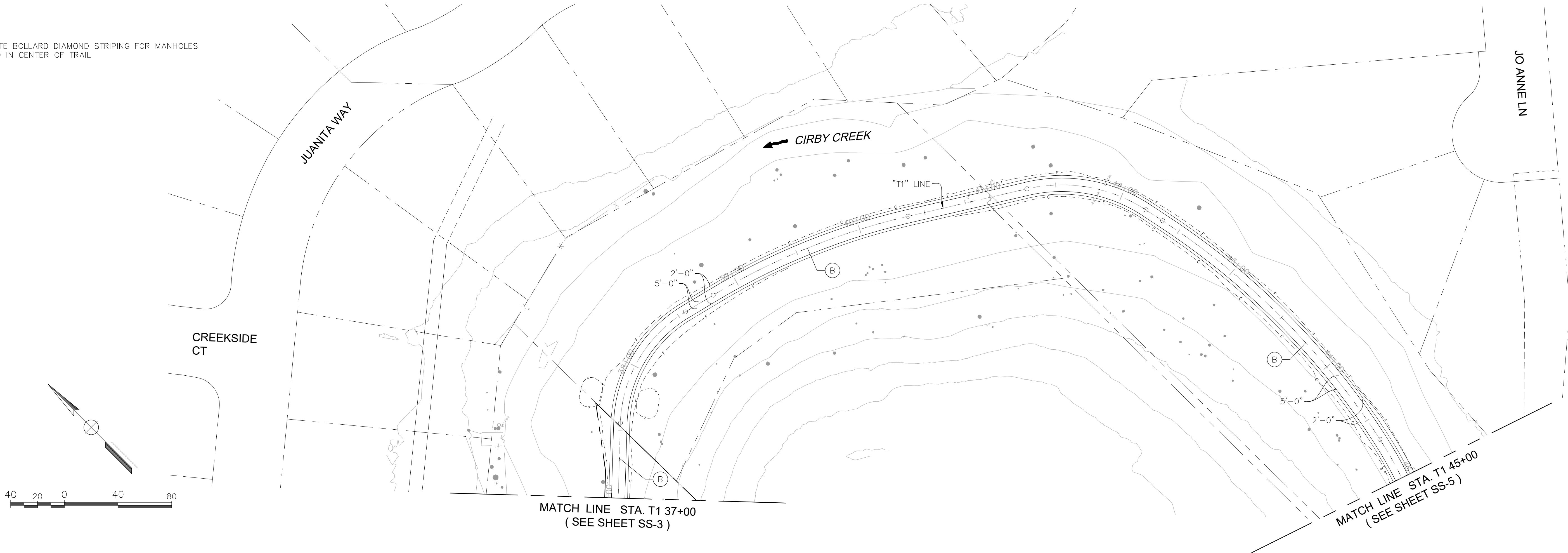
SIGNING LEGEND:

- INSTALL NEW SIGN
- SIGN DESIGNATION PER CA MUTCD
- SOLAR POWERED FLASHING LED CROSSWALK SIGN WITH PEDESTRIAN ACTIVATED PUSH BUTTON, SEE ELECTRICAL PLAN SHEETS
- F-LED
- REMOVE EXISTING SIGN
- REMOVE AND INSTALL NEW SIGN

NOTES

- SIGN PLACEMENT ON PLANS ARE APPROXIMATE LOCATIONS. THE CONTRACTOR SHALL INSURE THAT ALL SIGNS INSTALLED ARE NOT VISUALLY OBSTRUCTED BY LANDSCAPING OR OTHER OBSTRUCTION. CONTACT CITY ENGINEER IN THE EVENT OF ANY QUESTION ON SIGN PLACEMENT.
- ALL BIKE TRAIL STRIPING SHALL BE PAINT.
- MATCH RED MMA TO OAK RIDGE DRIVE BRIDGE REPLACEMENT PROJECT.

* REPLICATE BOLLARD DIAMOND STRIPING FOR MANHOLES LOCATED IN CENTER OF TRAIL



SS-4

REVISIONS				BENCH MARK	FIELD BOOK	CITY# 400022	PSOMAS 1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122 DESIGNED BY: CHERYL SPATZ DATE 05/2023 CHECKED BY: BRIAN WRIGHT DATE 05/2023 DRAWN BY: AMENAH ALKAWAZ DATE 05/2023		DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT SIGNING AND STRIPING	SHEET 60 OF 168
NO.	DESCRIPTION	DATE	BY	ELEV. SEE NOTES	SCALE HORIZ. 1"=40' VERT. 1"=8'					

Xrefs: DCBT-C-BORDERV-TPO-DryCreek_Topo-AI\DCBT-C-TPO-ADDITIONS\DCBT-C-RD\DCBT-X-UT\I80_Linda_Creek_Foundation\City-Aerial_2019\ 20-103-LWD_Base Images: cropped COR block logo.tif\Morc_Signature.jpg
Plotted: 05/19/2023 14:58:49. | Drawing: P:\6ROS013800\TRANSP\DESIGN\ROAD\SHEETS\09-DCBT-SIGN&STRIPE__SS1-SS5.dwg | Layout: SS-4 | By: cheryl.spotz

STRIPING LEGEND:

- INDICATES LIMIT OF DETAIL
- 4" WHITE EDGE LINE
- 4" YELLOW CENTER LINE PASSING STRIPE PER CA CITY STD DETAIL BK-2
- 4" YELLOW SOLID STRIPE
- BOLLARD/FLEXIBLE POST STRIPING PER CITY'S STANDARD DETAIL BK-2*
- "STOP" LEGEND CENTERED IN BIKE LANE AS SHOWN
- 12" WHITE LIMIT LINE
- YIELD LINE, SEE DETAIL ON SS-1
- 12" WHITE PAVEMENT MARKING
- STRIPING DETAIL # PER CALTRANS STD PLANS
- SHARED LANE MARKING PER CA MUTCD SECTION 9C.07 AND FIGURE 9C-9
- RED MMA PAVEMENT MARKING, SEE NOTE 3
- BIKE LANE ARROW TYPE IV

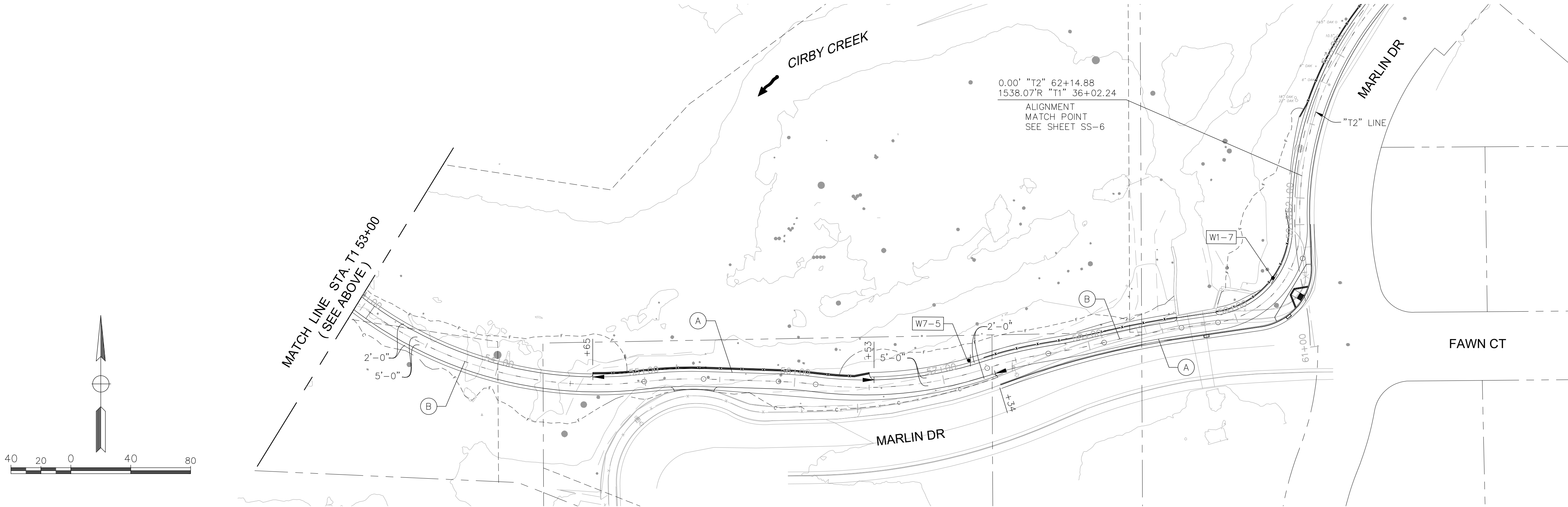
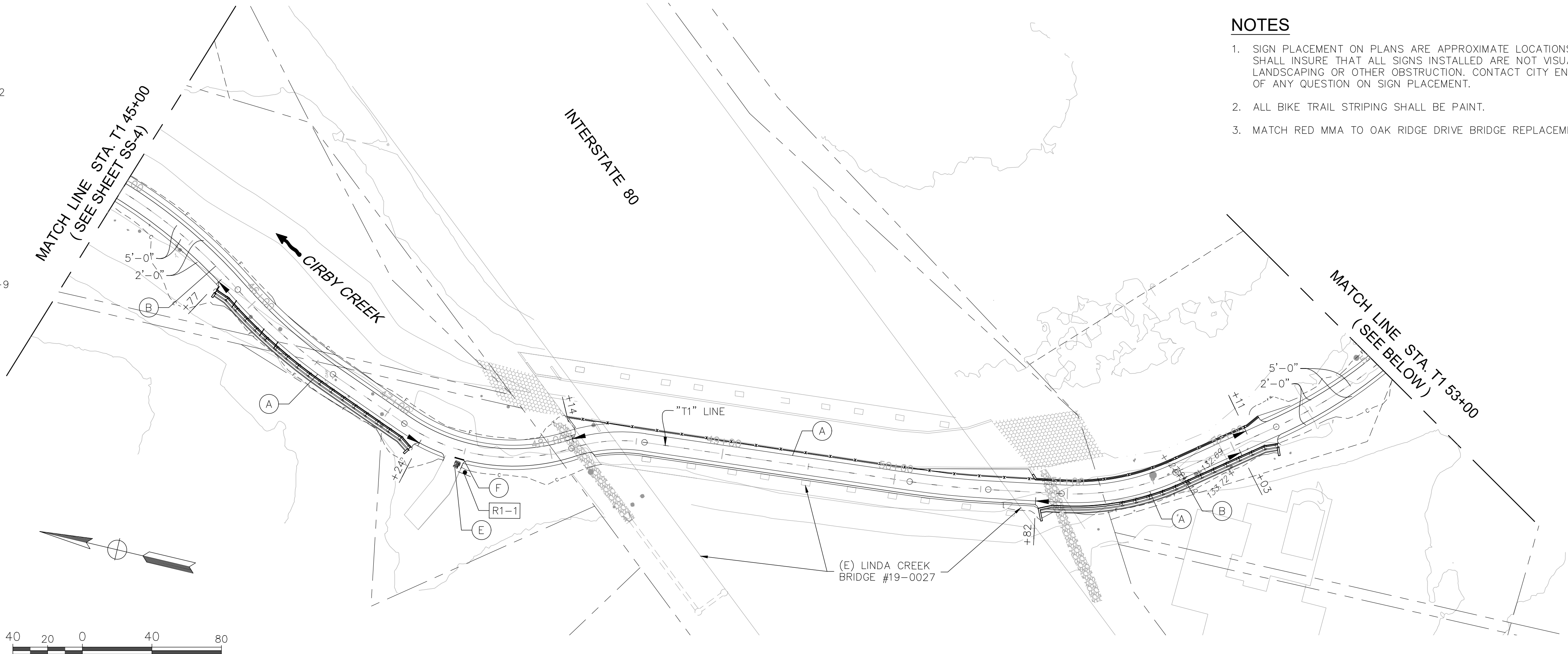
SIGNING LEGEND:

- INSTALL NEW SIGN
- SIGN DESIGNATION PER CA MUTCD
- SOLAR POWERED FLASHING LED CROSSWALK SIGN WITH PEDESTRIAN ACTIVATED PUSH BUTTON, SEE ELECTRICAL PLAN SHEETS
- REMOVE EXISTING SIGN
- REMOVE AND INSTALL NEW SIGN

* REPLICATE BOLLARD DIAMOND STRIPING FOR MANHOLES LOCATED IN CENTER OF TRAIL

NOTES

- SIGN PLACEMENT ON PLANS ARE APPROXIMATE LOCATIONS. THE CONTRACTOR SHALL INSURE THAT ALL SIGNS INSTALLED ARE NOT VISUALLY OBSTRUCTED BY LANDSCAPING OR OTHER OBSTRUCTION. CONTACT CITY ENGINEER IN THE EVENT OF ANY QUESTION ON SIGN PLACEMENT.
- ALL BIKE TRAIL STRIPING SHALL BE PAINT.
- MATCH RED MMA TO OAK RIDGE DRIVE BRIDGE REPLACEMENT PROJECT.



SS-5

REVISIONS				BENCH MARK	ELEV. SEE NOTES	FIELD BOOK	CITY# 400022	P S O M A S	REGISTERED PROFESSIONAL	BRIAN G. WRIGHT	No. C59331	Exp. 6-30-25	CIVIL	STATE OF CALIFORNIA	DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT SIGNING AND STRIPING	SHEET 61 OF 168
NO.	DESCRIPTION	DATE	BY													
				THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.		SCALE HORIZ. 1"=40' VERT. 1"=8'	CITY OF ROSEVILLE CALIFORNIA	1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122	DESIGNED BY: CHERYL SPATZ DATE 05/2023	CHECKED BY: BRIAN WRIGHT DATE 05/2023	DRAWN BY: AMENAH ALKAWAZ DATE 05/2023					

STRIPING LEGEND:

- INDICATES LIMIT OF DETAIL
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- 4" YELLOW CENTER LINE PASSING STRIPE PER CA CITY STD DETAIL BK-2
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Xrefs: DCBT-C-BORDERV-TPG-DryCreek_Topo-MIDCBT-C-TOPD-ADDITIONSDCBT-C-RDIDCBT-X-PJORD-R-RDWY_purged 20-103-LWD_Base
Images: cropped COR_black logo.tifMorc_Signature.jpg

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. SEE NOTES
THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.	

FIELD BOOK
SCALE
HORIZ. 1"=40'
VERT. 1"=8'

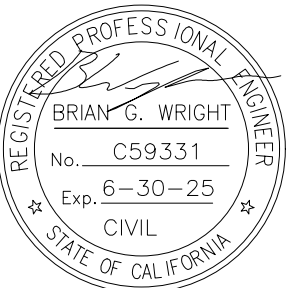
CITY# 400022



PSOMAS

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023
CHECKED BY: BRIAN WRIGHT DATE 05/2023
DRAWN BY: AMENAH ALKAWAZ DATE 05/2023



DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
SIGNING AND STRIPING

SS-6

SHEET
62
OF
168

STRIPING LEGEND:

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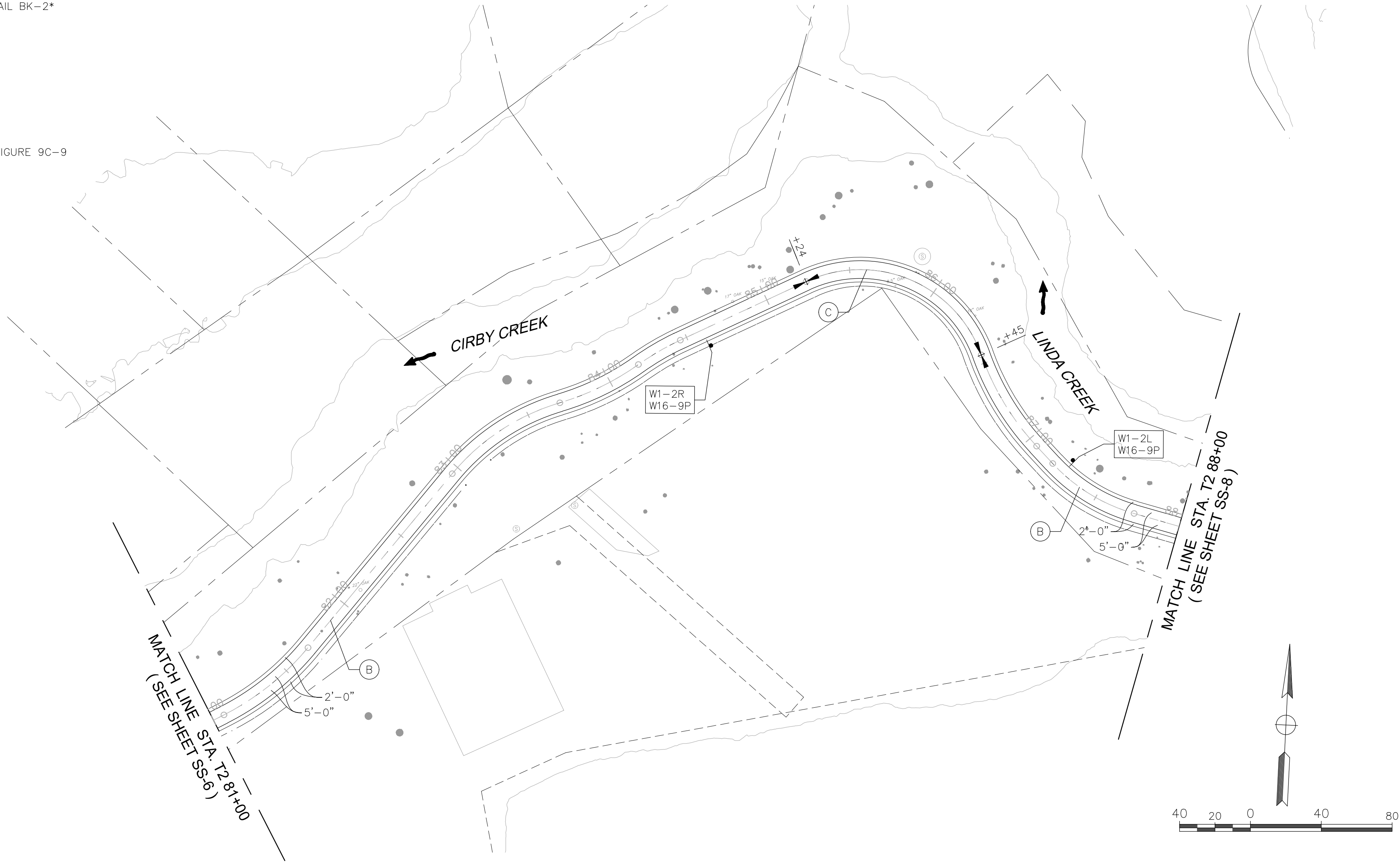
* REPLICATE BOLLARD DIAMOND STRIPING FOR MANHOLES LOCATED IN CENTER OF TRAIL

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Xrefs: DCBT-C-BORDERV-TPO-DryCreek_Topo-A11DCBT-C-TOPO-ADDITIONS\DCBT-C-RD\DCBT-X-P\JORD-R-RDWY_purged\ 20-103-LWD_Base Images: cropped COR block logo.tif\Morc-Signature.jpg

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. SEE NOTES
THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.	

FIELD BOOK
SCALE
HORIZ. 1"=40'
VERT. 1"=8'

CITY# 400022

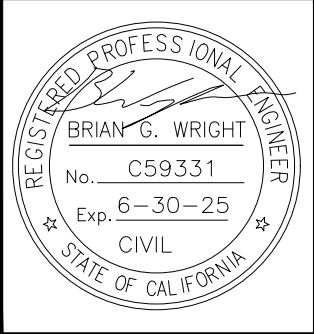
PSOMAS

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023

CHECKED BY: BRIAN WRIGHT DATE 05/2023

DRAWN BY: AMENAH ALKAWAZ DATE 05/2023



DRY CREEK GREENWAY EAST PHASE 1

TRAIL IMPROVEMENT PROJECT

SIGNING AND STRIPING

SHEET
63
OF
168

SS-7

STRIPING LEGEND:

- INDICATES LIMIT OF DETAIL
- (A) 4" WHITE EDGE LINE
- (B) 4" YELLOW CENTER LINE PASSING STRIPE PER CA CITY STD DETAIL BK-2
- (C) 4" YELLOW SOLID STRIPE
- (D) BOLLARD/FLEXIBLE POST STRIPING PER CITY'S STANDARD DETAIL BK-2*
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- BIKE LANE ARROW TYPE IV

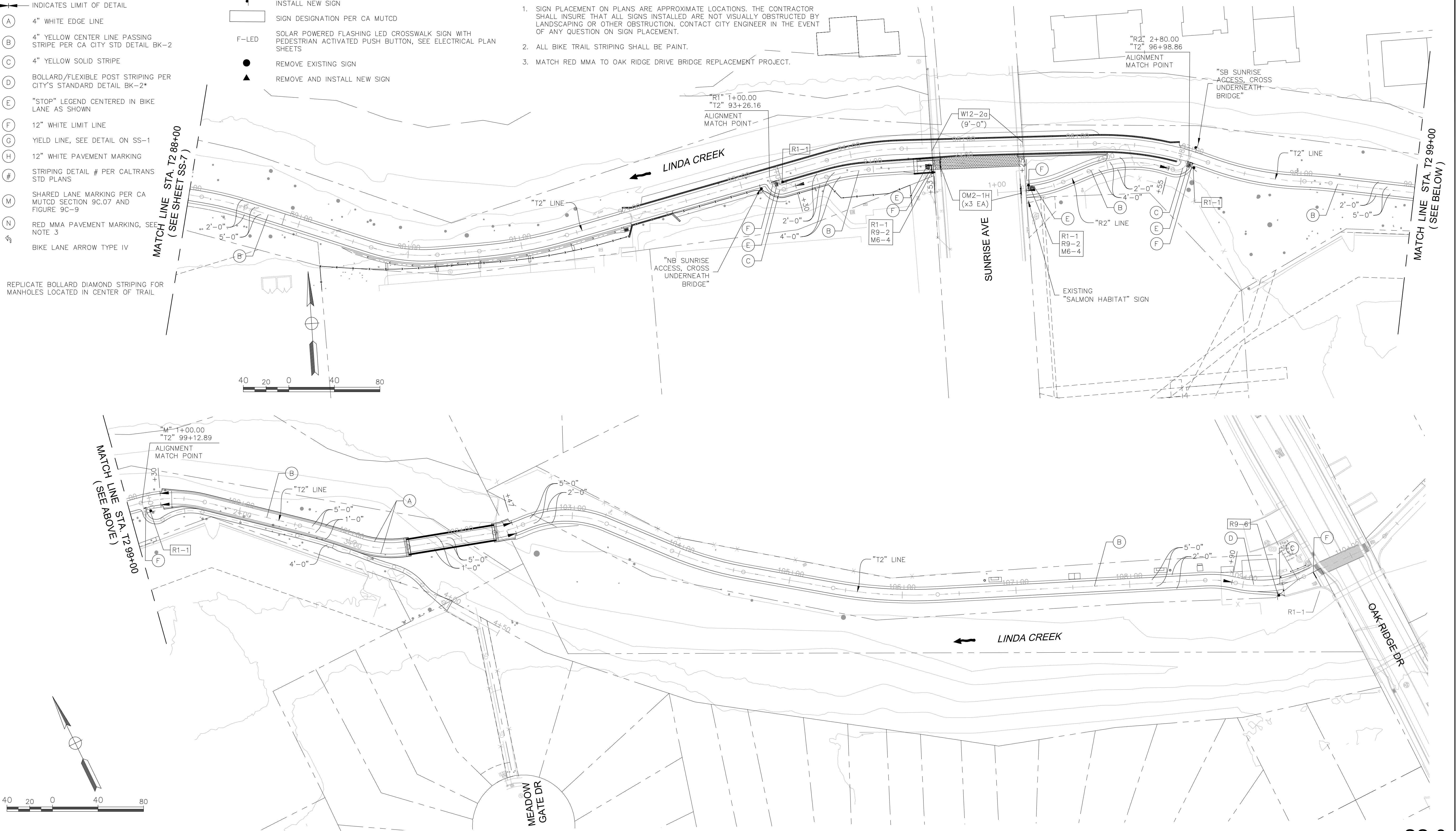
* REPLICATE BOLLARD DIAMOND STRIPING FOR MANHOLES LOCATED IN CENTER OF TRAIL

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SS-8

REVISIONS				BENCH MARK		FIELD BOOK		CITY# 400022		PSOMAS		DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT SIGNING AND STRIPING		SHEET 64 OF 168		
NO.	DESCRIPTION	DATE	BY	ELEV.	SEE NOTES	SCALE				1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122	DESIGNED BY: CHERYL SPATZ DATE 05/2023		CHECKED BY: BRIAN WRIGHT DATE 05/2023		DRAWN BY: AMENAH ALKAWAZ DATE 05/2023	
						HORIZ. 1"=40'					BRIAN G. WRIGHT No. C59331 Exp. 6-30-25 CIVIL STATE OF CALIFORNIA					
						VERT. 1"=8'										

Xrefs: DCBT-C-BORDERV-TPO-DryCreek_Topo-MIDCBT-C-TPO-ADDITIONS|DCBT-C-RIDCBT-X-PL|ORD-R-RWY_purged| 20-103-LWD_Base Images: cropped COR block logo.tif|Marc_Signature.jpg



MAIDU PARK

ROCKY RIDGE DR

MALLARD LN

MEADOWLARK WAY

MATCH LINE STA. R3 1+00
(SEE BELOW)

NOTES

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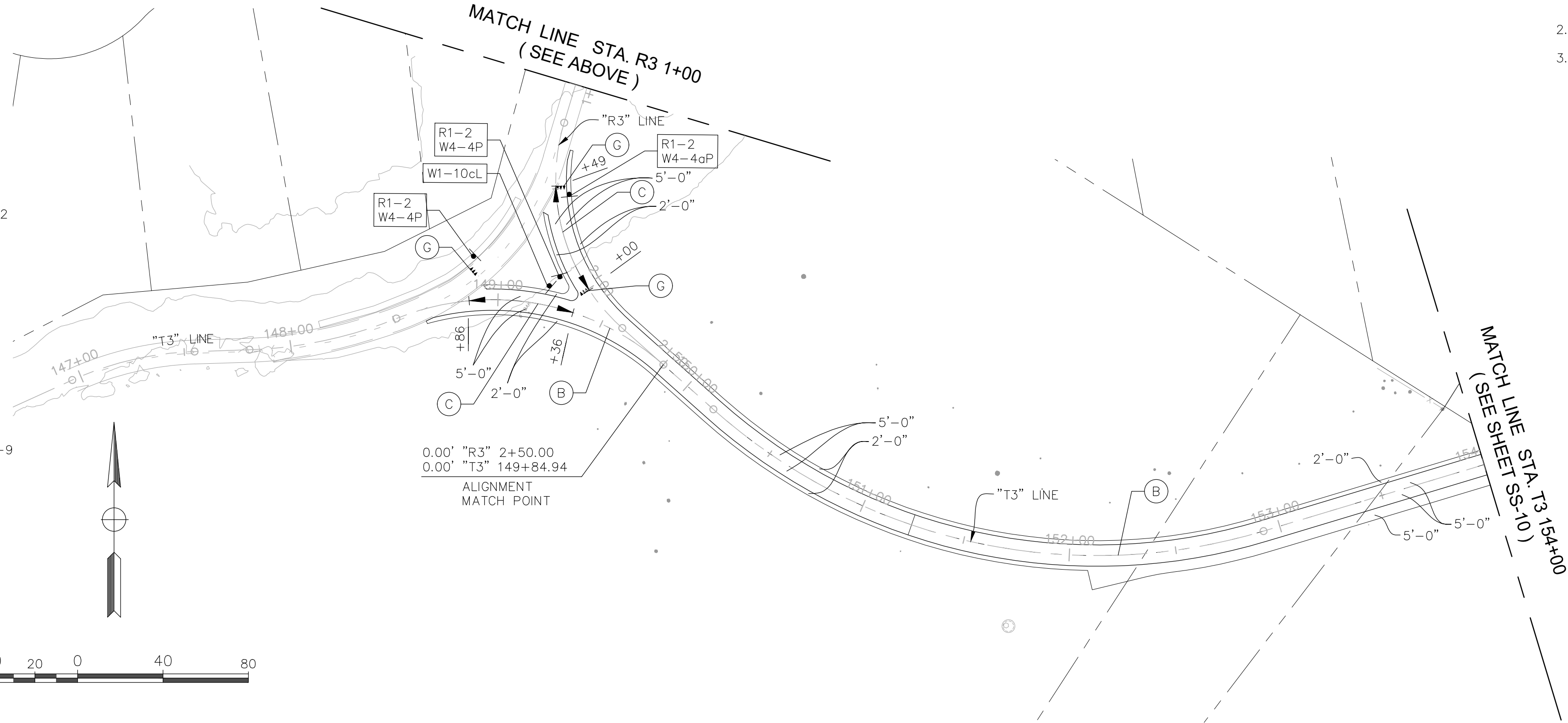
STRIPING LEGEND:

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MATCH LINE STA. T3 13+00
(SEE SHEET SS-10)

Xrefs: DCBT-C-BORDERV-TPG-DryCreek_Topo-ALIDCBT-C-TOPO-ADDITIONSDCBT-C-RDIDCBT-X-PL[City-Aerial_2019] 20-103-LWD_Base
Images: cropped COR black logo.tif[MarCo-Signature.jpg][roseville2019.sld]

REVISIONS				BENCH MARK	FIELD BOOK	CITY# 400022	PSOMAS 1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122 DESIGNED BY: CHERYL SPATZ DATE 05/2023 CHECKED BY: BRIAN WRIGHT DATE 05/2023 DRAWN BY: AMENAH ALKAWAZ DATE 05/2023		DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT SIGNING AND STRIPING	SS-9	SHEET 65 OF 168
NO.	DESCRIPTION	DATE	BY	ELEV. SEE NOTES	SCALE HORIZ. AS SHOWN VERT. N/A						

STRIPING LEGEND:

- INDICATES LIMIT OF DETAIL
- 4" WHITE EDGE LINE
- 4" YELLOW CENTER LINE PASSING STRIPE PER CA CITY STD DETAIL BK-2
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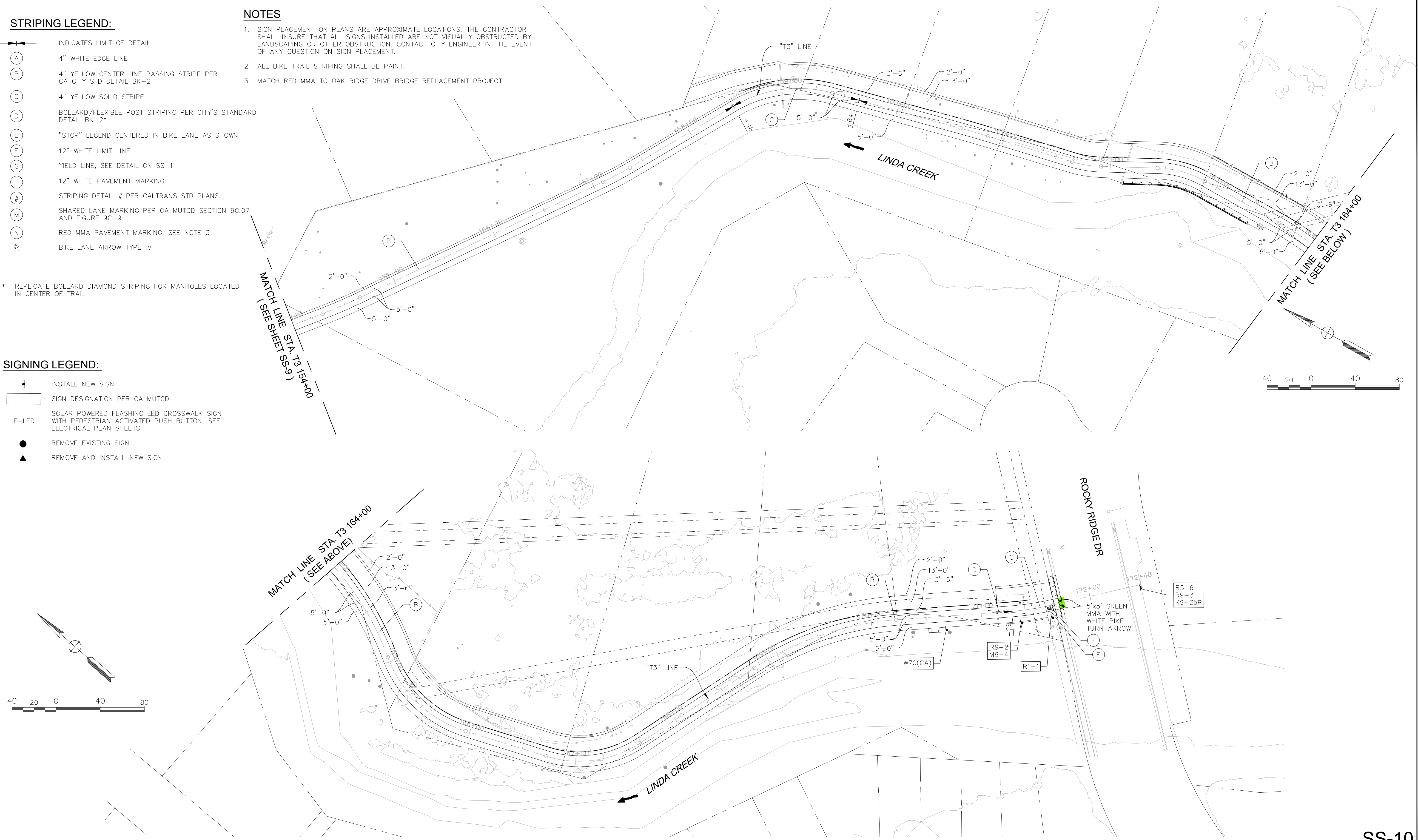
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SS-10

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.	SEE NOTES
THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.		

FIELD BOOK
SCALE
HORIZ. 1"=40'
VERT. N/A

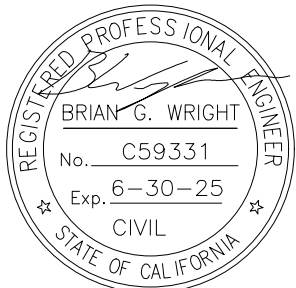
CITY# 400022



PSOMAS

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023
CHECKED BY: BRIAN WRIGHT DATE 05/2023
DRAWN BY: AMENAH ALKAWAZ DATE 05/2023



**DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
SIGNING AND STRIPING**

SHEET
66
OF
168

Xrefs: DCBT-C-BORDERV-TPO-DryCreek_Topo-A\DCBT-C-TPO-ADDITIONS\DCBT-C-RD\DCBT-X-Pl\City-Aerial_2019\20-103-LWD_Base
Images: cropped COR block logo.tif\More_Signature.jpg\roseville2019.sld

NOTES:

1. ROCK SLOPE PROTECTION (RSP) DETAILS SHOWN ON STRUCTURAL PLANS, LAYOUT PLANS AND DRAINAGE PROFILE.
2. THIS EROSION CONTROL PLAN IS FOR REFERENCE ONLY AND THE PROJECT SWPPP SHALL GOVERN.
3. INSTALL ROLLED EROSION CONTROL PRODUCT (RECP) PER MANUFACTURER'S SPECIFICATIONS.

LEGEND:

- HYDROSEEDING (3:1 SLOPES AND FLATTER)
- HYDROSEEDING AND RECP (2:1 SLOPES AND STEEPER)
- SYNTHETIC EROSION CONTROL MAT (WHERE SHOWN)

EROSION CONTROL

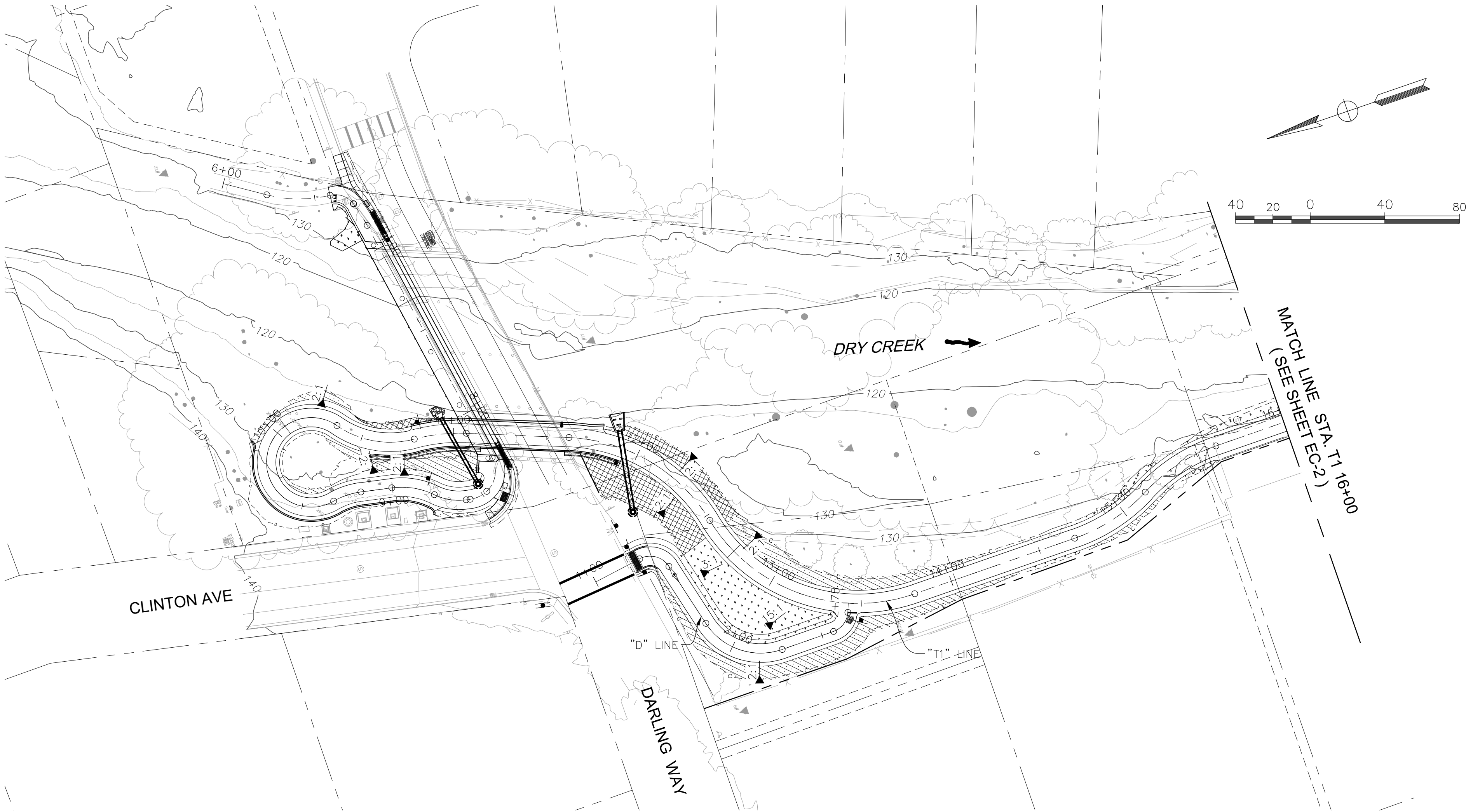
SEQUENCE	ITEM	MATERIAL		APPLICATION RATE
		DESCRIPTION	TYPE	
STEP 1	HYDROSEED	SEED	MIX 1	9.65 LB/ACRE
		FIBER	WOOD	750 LB/ACRE
STEP 2	COMPOST	COMPOST	MEDIUM	2.3 CY/ACRE
STEP 3	HYDROMULCH	FIBER	WOOD	1200 LB/ACRE
		TACKIFIER	GUAR	125 LB/ACRE
STEP 4	ROLLED EROSION CONTROL PRODUCT (NETTING)	NETTING	TYPE B	

SEED MIX

BOTANICAL (COMMON NAME)	PERCENT GERMINATION (MINIMUM)	POUND PURE LIVE SEED PER ACRE (SLOPE MEASUREMENT)
<i>lupines bicolor</i> (Pygmy Leaved Lupine)	50	3.3
<i>lotus purshianus</i> (Pershing's Lotus)	50	2.2
<i>achillea millefolium</i> (Yarrow)	50	0.10
<i>clarkia elegans</i>	50	0.33
<i>collinsia heterophylla</i> (Chinese Houses)	70	2.2
<i>eschscholzia californica</i> (California Poppy)	50	0.33
<i>phacelia campanularia</i> 50 (California Bluebells)	50	1.1

SYNTHETIC EROSION CONTROL MAT (OR APPROVED EQUAL)

PRODUCT	COMPONENTS	COLOR
ARMORMAX 75 EC	PYRAMAT 75 HIGH PERFORMANCE TURF REINFORCEMENT MAT (HPTRM) TYPE B1 ENGINEERED EARTH ANCHORS	GREEN



EC-1

NO.

REVISIONS

DESCRIPTION

DATE

BY

NO.

DESCRIPTION

DATE

BY

BENCH MARK

ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE

HORIZ. 1"=40'

VERT. 1"=8'

CITY# 400022

CITY OF

ROSEVILLE

CALIFORNIA

P S O M A S

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023

CHECKED BY: BRIAN WRIGHT DATE 05/2023

DRAWN BY: AMENAH ALKAWAZ DATE 05/2023

REGISTERED PROFESSIONAL

BRIAN G. WRIGHT

No. C59331

Exp. 6-30-25

CIVIL

STATE OF CALIFORNIA

DRY CREEK GREENWAY EAST PHASE 1

TRAIL IMPROVEMENT PROJECT

EROSION CONTROL PLAN

SHEET

67

OF

168

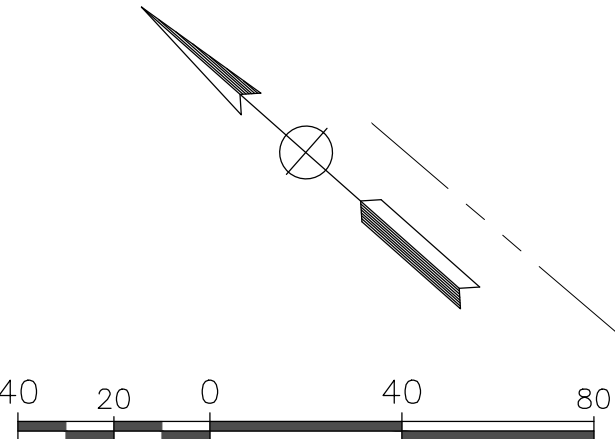
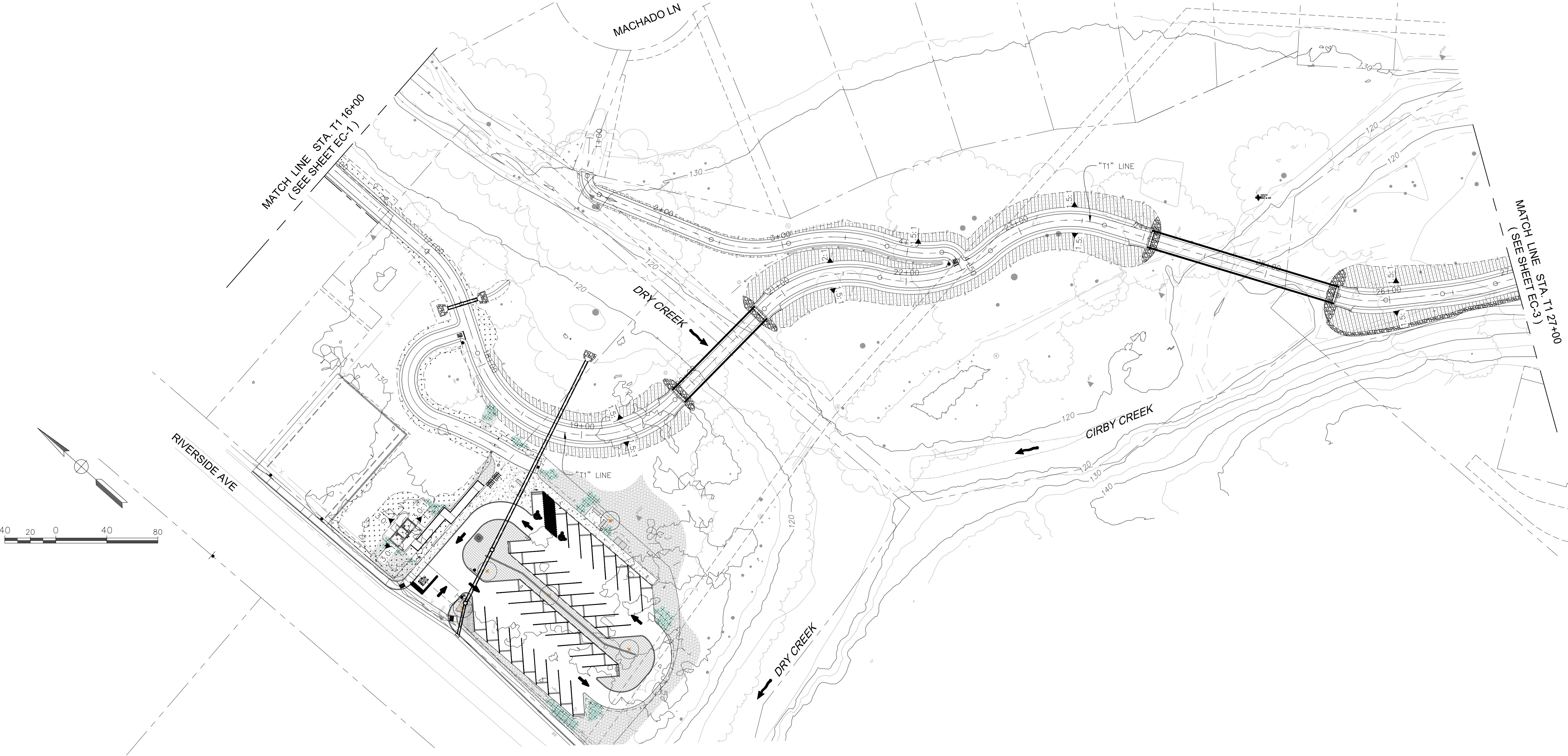
Xrefs: DCBT-C-BORDER\VPG-DryCreek_Topo-A\DCBT-C-TOPO-ADDITIONS\DCBT-C-RD\DCBT-X-UT\20-103-LWD_Base Images: cropped COR_black_logo.tif\Morc_Signature.jpg
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NOTES:

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HYDROSEEDING AND RECP (2:1 SLOPES AND STEEPER)
SYNTHETIC EROSION CONTROL MAT (WHERE SHOWN)



EC-2

<table><tr><th colspan="4">REVISIONS</th></tr><tr><th>NO.</th><th>DESCRIPTION</th><th>DATE</th><th>BY</th></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></table>				REVISIONS				NO.	DESCRIPTION	DATE	BY																	<table><tr><th colspan="2">BENCH MARK</th></tr><tr><td>ELEV.</td><td>SEE NOTES</td></tr><tr><td colspan="2">THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.</td></tr></table>	BENCH MARK		ELEV.	SEE NOTES	THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.		<table><tr><th colspan="2">FIELD BOOK</th></tr><tr><td>SCALE</td><td> </td></tr><tr><td>HORIZ. 1"=40'</td><td> </td></tr><tr><td>VERT. 1"=8'</td><td> </td></tr></table>	FIELD BOOK		SCALE		HORIZ. 1"=40'		VERT. 1"=8'		<table><tr><td colspan="2">CITY# 400022</td></tr><tr><td colspan="2"></td></tr></table>	CITY# 400022				<table><tr><td colspan="2">PSOMAS</td></tr><tr><td colspan="2">1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122</td></tr><tr><td>DESIGNED BY: CHERYL SPATZ</td><td>DATE 05/2023</td></tr><tr><td>CHECKED BY: BRIAN WRIGHT</td><td>DATE 05/2023</td></tr><tr><td>DRAWN BY: AMENAH ALKAWAZ</td><td>DATE 05/2023</td></tr></table>	PSOMAS		1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122		DESIGNED BY: CHERYL SPATZ	DATE 05/2023	CHECKED BY: BRIAN WRIGHT	DATE 05/2023	DRAWN BY: AMENAH ALKAWAZ	DATE 05/2023	<table><tr><td colspan="2"></td></tr></table>			<table><tr><td colspan="2">DRY CREEK GREENWAY EAST PHASE 1</td></tr><tr><td colspan="2">TRAIL IMPROVEMENT PROJECT</td></tr><tr><td colspan="2">EROSION CONTROL PLAN</td></tr></table>	DRY CREEK GREENWAY EAST PHASE 1		TRAIL IMPROVEMENT PROJECT		EROSION CONTROL PLAN		<table><tr><td>SHEET</td></tr><tr><td>68</td></tr><tr><td>OF</td></tr><tr><td>168</td></tr></table>	SHEET	68	OF	168
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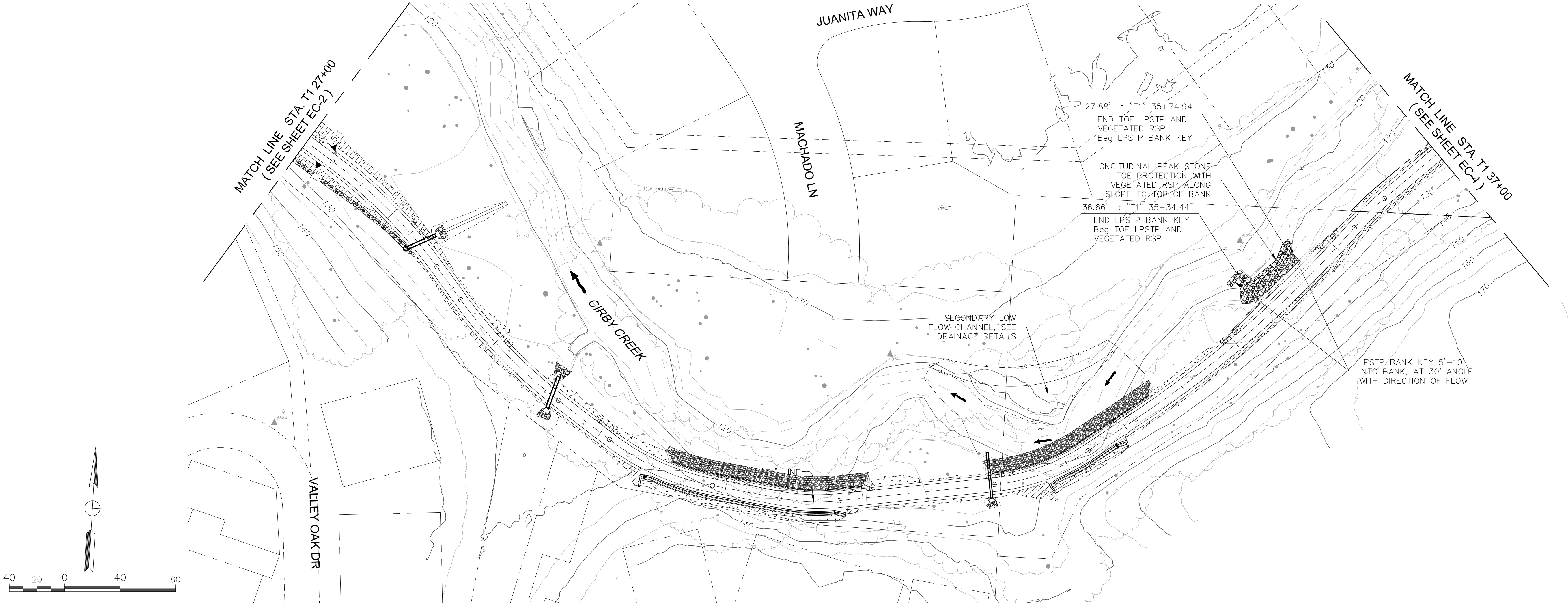
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Images: cropped COR block logo.tif(More_Signature.jpg)

NOTES:

1. ROCK SLOPE PROTECTION (RSP) DETAILS SHOWN ON STRUCTURAL PLANS, LAYOUT PLANS AND DRAINAGE PROFILE.
2. THIS EROSION CONTROL PLAN IS FOR REFERENCE ONLY AND THE PROJECT SWPPP SHALL GOVERN.
3. INSTALL ROLLED EROSION CONTROL PRODUCT (RECP) PER MANUFACTURER'S SPECIFICATIONS.

LEGEND:

- HYDROSEEDING (3:1 SLOPES AND FLATTER)
- HYDROSEEDING AND RECP (2:1 SLOPES AND STEEPER)
- SYNTHETIC EROSION CONTROL MAT (WHERE SHOWN)



REVISIONS				BENCH MARK	ELEV. SEE NOTES	FIELD BOOK	CITY# 400022	PSOMAS 1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122		DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT EROSION CONTROL PLAN	SHEET 69 OF 168
NO.	DESCRIPTION	DATE	BY								
				THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.		SCALE HORIZ. 1"=40' VERT. 1"=8'		DESIGNED BY: CHERYL SPATZ DATE 05/2023 CHECKED BY: BRIAN WRIGHT DATE 05/2023 DRAWN BY: AMENAH ALKAWAZ DATE 05/2023			

Xrefs: DCBT-C-BORDERV-TPO-DryCreek_Topo-AllDCBT-C-TOPO-ADDITIONSDCBT-C-RDIDCBT-X-UTLI 20-103-LWD_Base
Images: cropped COR block logo.tifMorc-Signature.jpg
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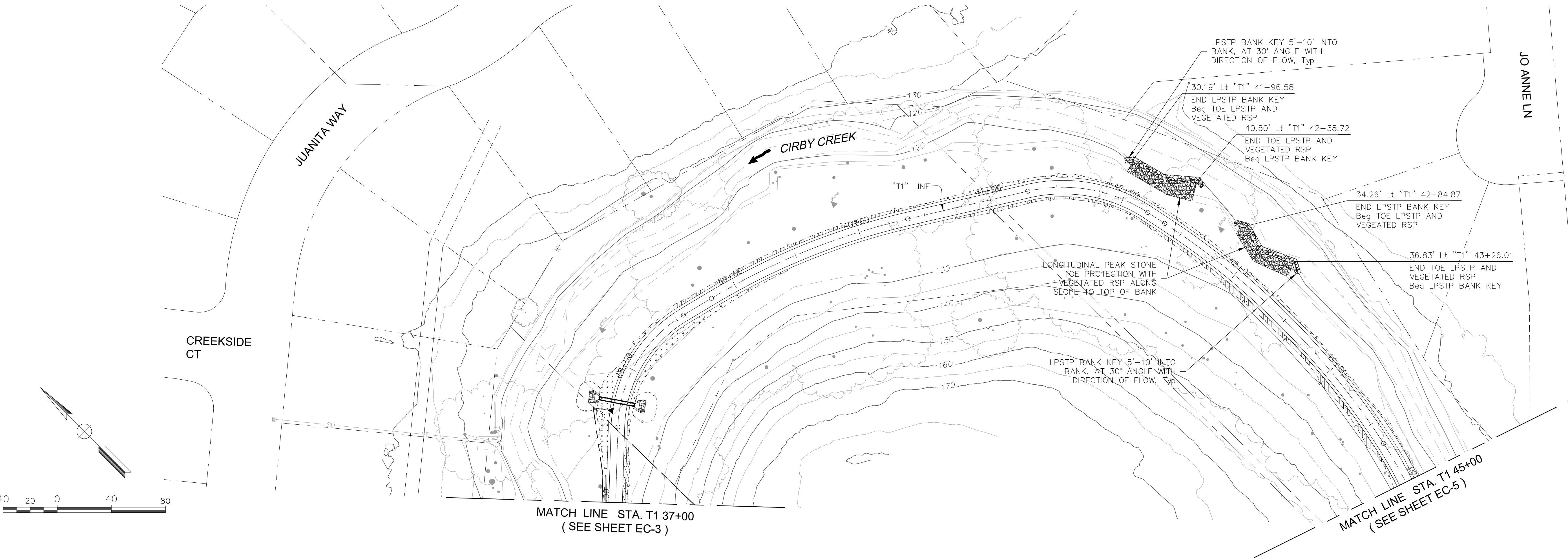
- NOTES:
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LEGEND:

HYDROSEEDING (3:1 SLOPES AND FLATTER)

HYDROSEEDING AND RECP (2:1 SLOPES AND STEEPER)

SYNTHETIC EROSION CONTROL MAT (WHERE SHOWN)



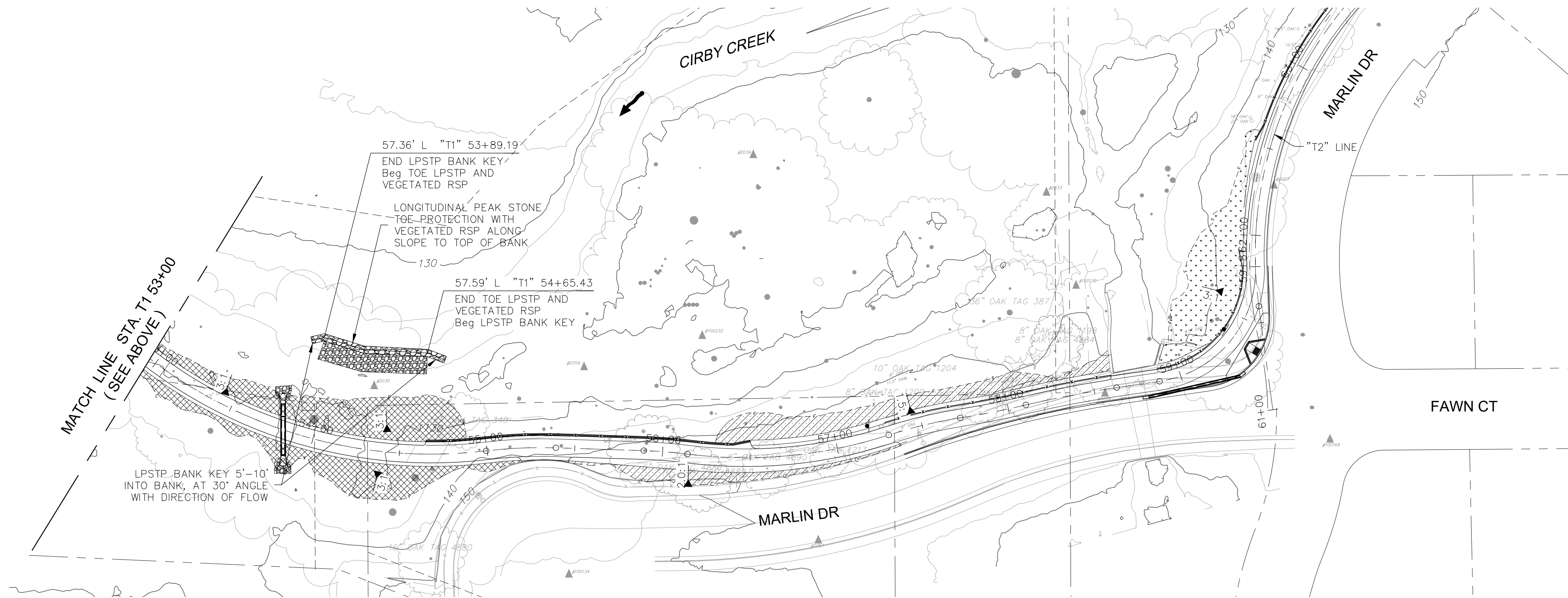
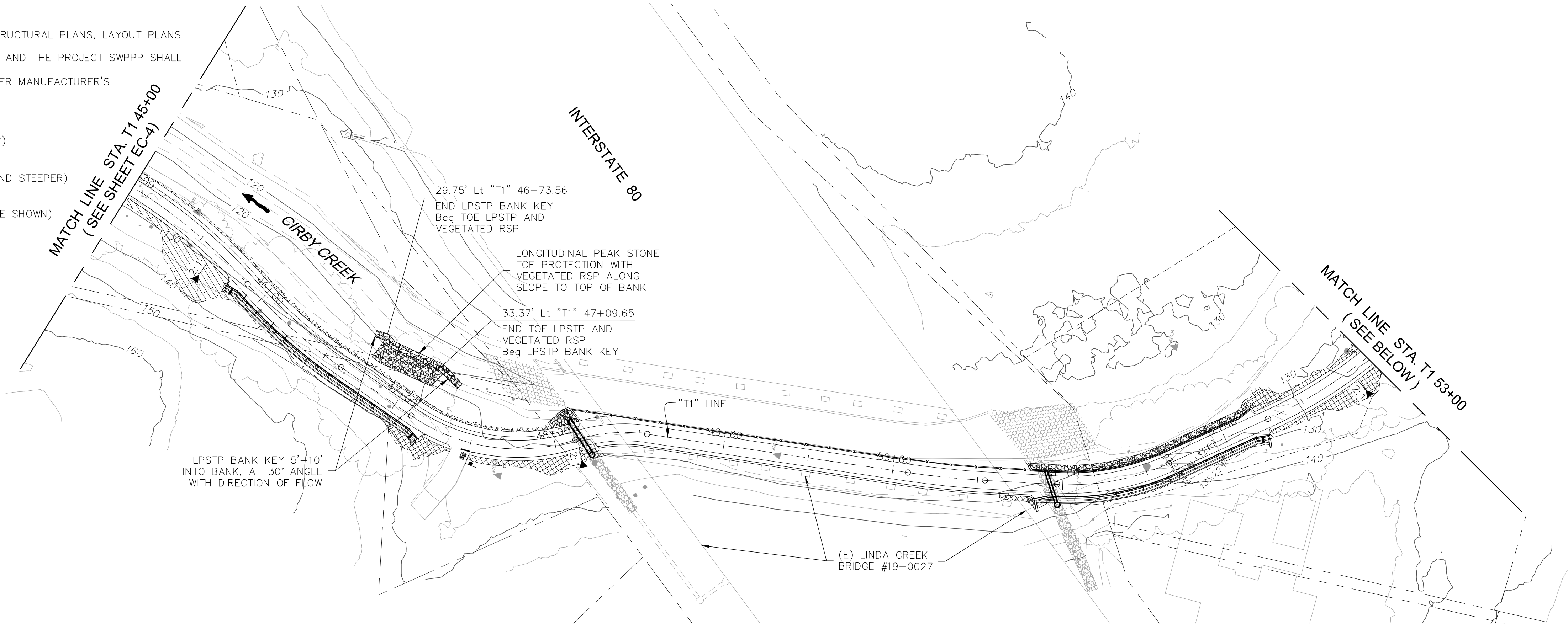
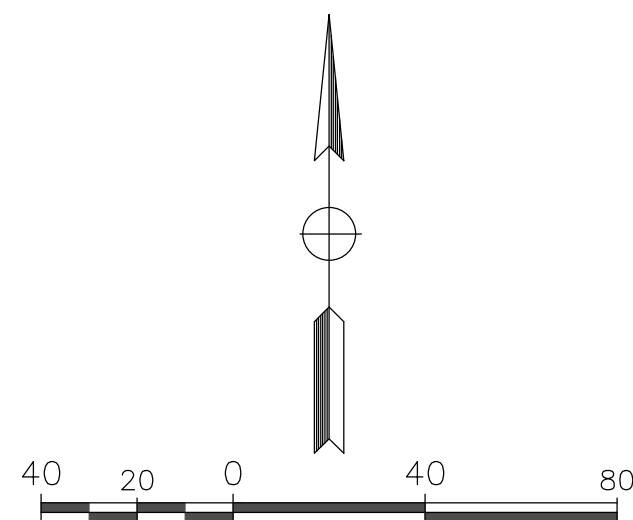
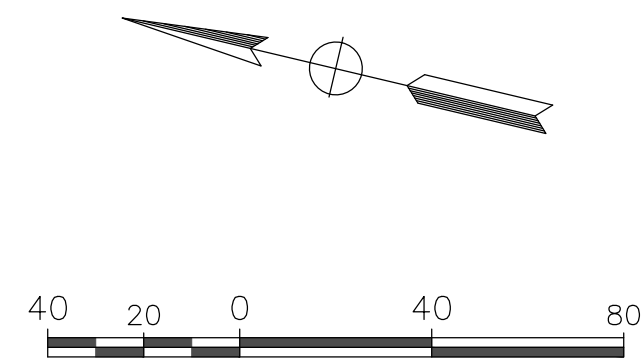
EC-4

REVISIONS <table><thead><tr><th>NO.</th><th>DESCRIPTION</th><th>DATE</th><th>BY</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></tbody></table>				NO.	DESCRIPTION	DATE	BY																	BENCH MARK ELEV. SEE NOTES THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.	FIELD BOOK SCALE HORIZ. 1"=40' VERT. 1"=8'	CITY# 400022	PSOMAS 1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122 DESIGNED BY: CHERYL SPATZ DATE 05/2023 CHECKED BY: BRIAN WRIGHT DATE 05/2023 DRAWN BY: AMENAH ALKAWAZ DATE 05/2023		DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT EROSION CONTROL PLAN	SHEET 70 OF 168
NO.	DESCRIPTION	DATE	BY																											

Xrefs: DCBT-C-BORDERV-TPO-DryCreek_Topo-A\\DCBT-C-TOPO-ADDITIONS\\DCBT-C-ROADS\\DCBT-X-UTL\\20-103-LWD_Base Images: cropped COR block logo.tif\\Mors_Signature.jpg

1. ROCK SLOPE PROTECTION (RSP) DETAILS SHOWN ON STRUCTURAL PLANS, LAYOUT PLANS AND DRAINAGE PROFILE.
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	HYDROSEEDING (3:1 SLOPES AND FLATTER)
	HYDROSEEDING AND RECP (2:1 SLOPES AND STEEPER)
	SYNTHETIC EROSION CONTROL MAT (WHERE SHOWN)

[illegible]

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING
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BENCHMARKS 65, 66, 85, AND 90,
ADJUSTED TO NAVD88 BY ADDING A
PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. $1"=40'$
VERT. $1"=8'$

CITY# 400022

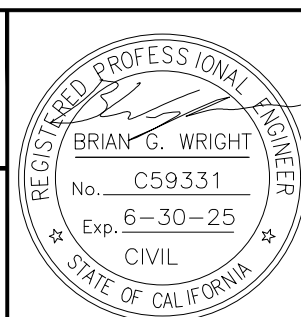


P S O M A S

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023

CHECKED BY: BRIAN WRIGHT DATE 05/2023



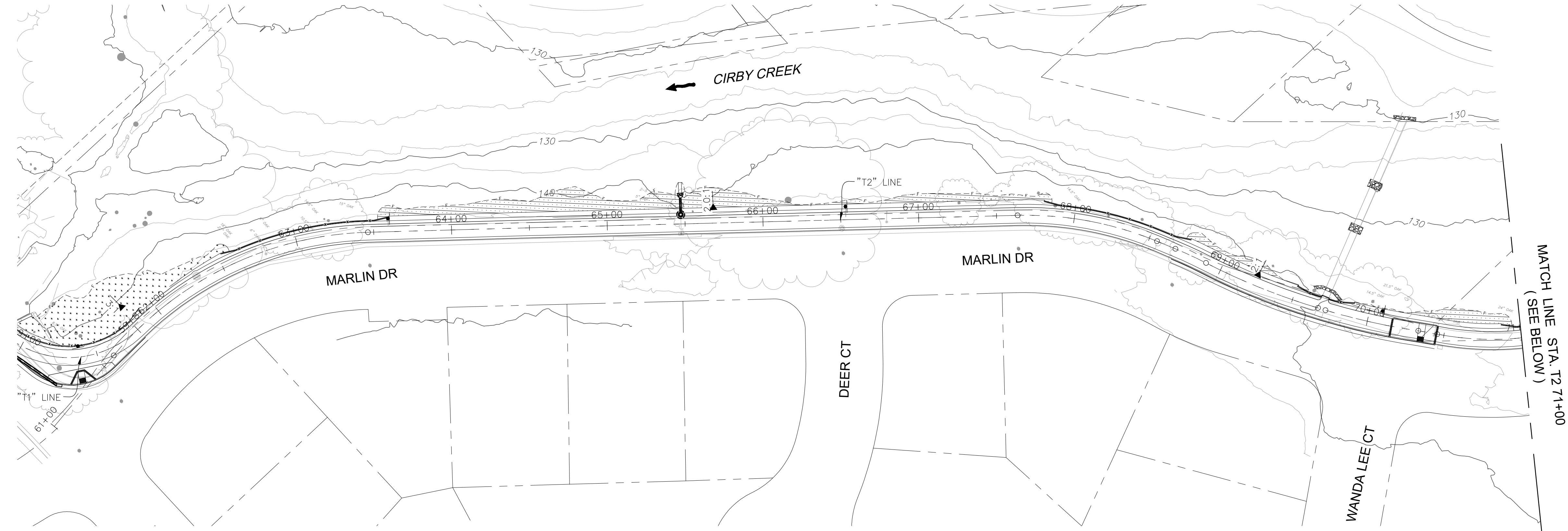
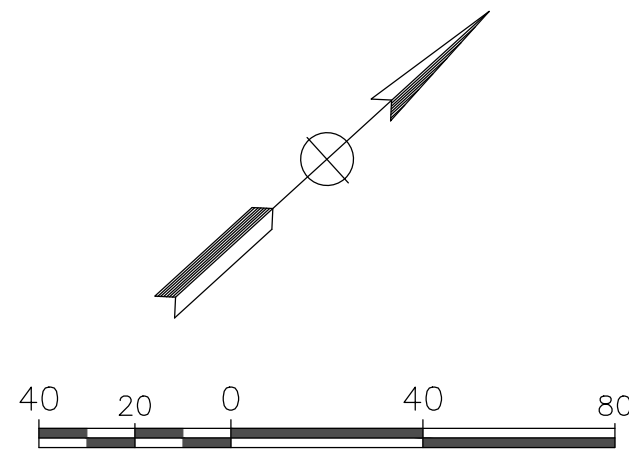
DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT EROSION CONTROL PLAN

EC-5

71

168

Xrefs: DCBT-C-BORDERV-TPO-DryCreek_Topo-ALIDCBT-C-TOPO-ADDITIONSDCBT-C-RDIDCBT-X-PLIORD-R-RWY_purged 20-103-LWD_Base
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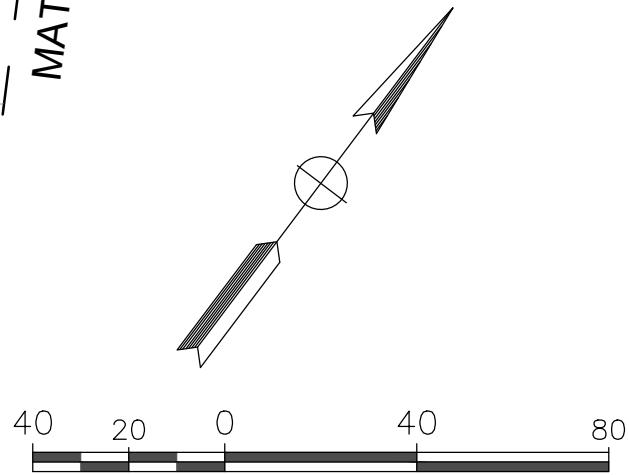
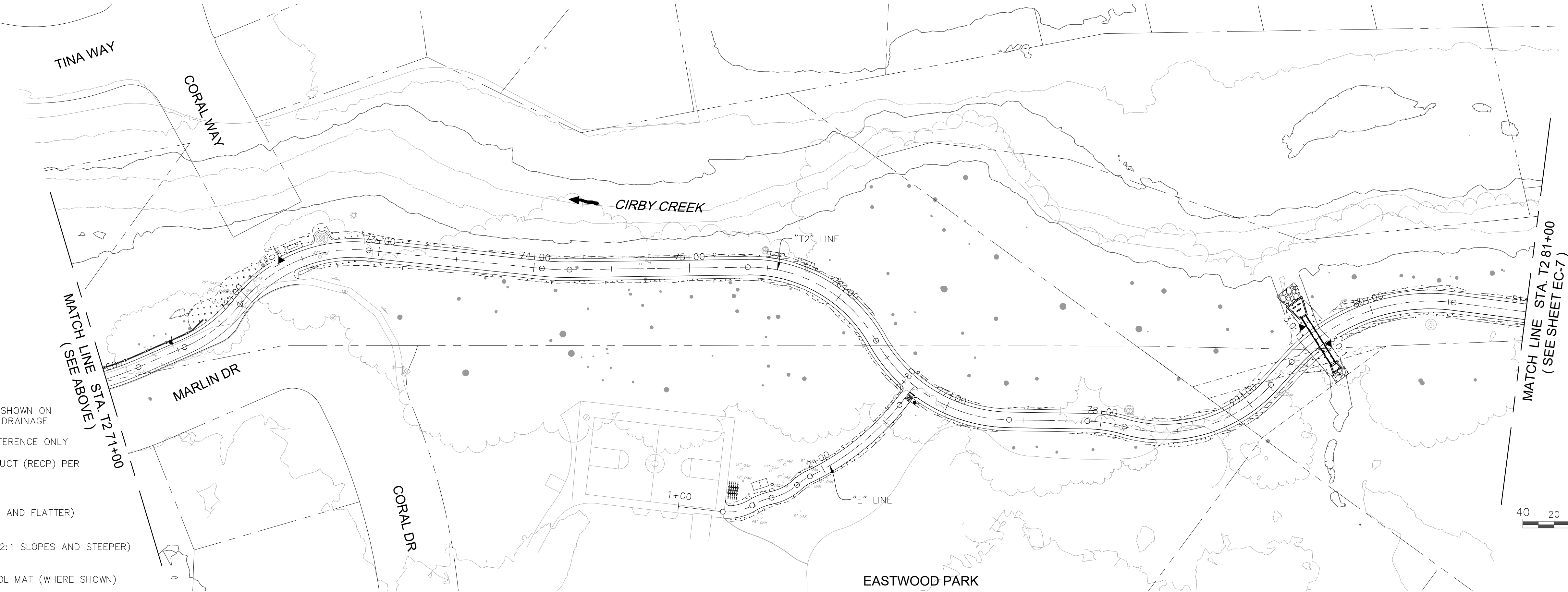


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LEGEND:

- | | |
|--|--|
| | HYDROSEEDING (3:1 SLOPES AND FLATTER) |
| | HYDROSEEDING AND RECP (2:1 SLOPES AND STEEPER) |
| | SYNTHETIC EROSION CONTROL MAT (WHERE SHOWN) |



REVISIONS			
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FIELD BOOK
SCALE
HORIZ. 1"=40'
VERT. 1"=8'

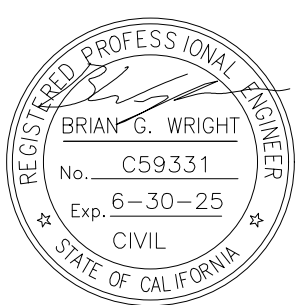
CITY# 400022



PSOMAS

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023
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DRAWN BY: AMENAH ALKAWAZ DATE 05/2023



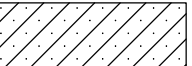
DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
EROSION CONTROL PLAN

EC-6
SHEET 72 OF 168

NOTES:

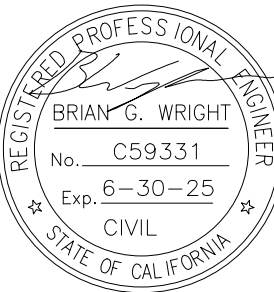
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 HYDROSEEDING AND RECP (2:1 SLOPES AND STEEPER)
 SYNTHETIC EROSION CONTROL MAT (WHERE SHOWN)



EC-7

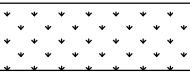
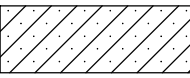
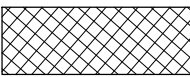
REVISIONS				BENCH MARK	ELEV. SEE NOTES	FIELD BOOK	CITY# 400022		 1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122		DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT EROSION CONTROL PLAN	SHEET 73 — OF — 168
NO.	DESCRIPTION	DATE	BY									
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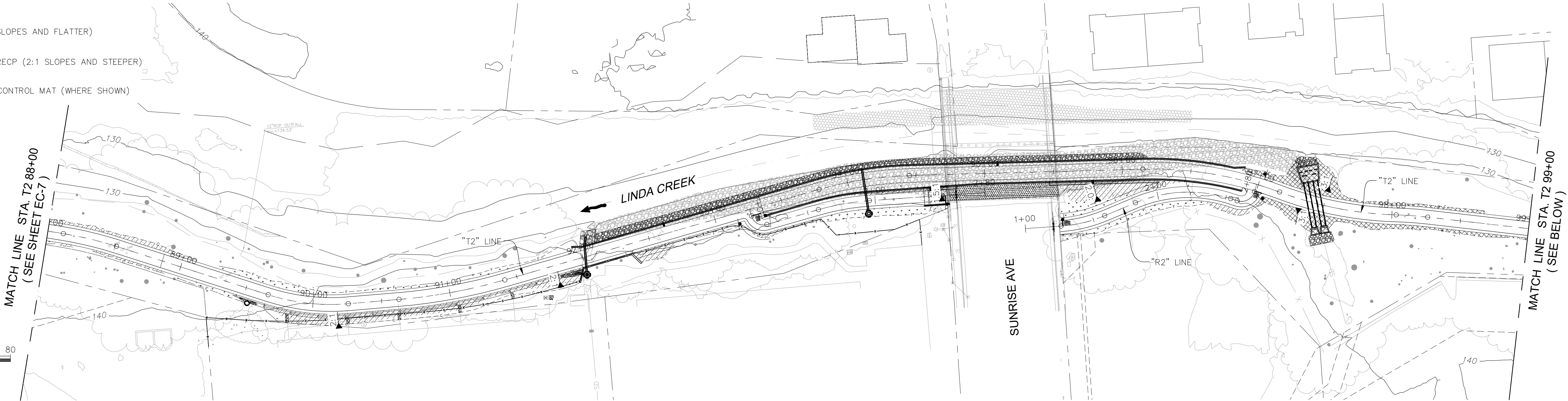
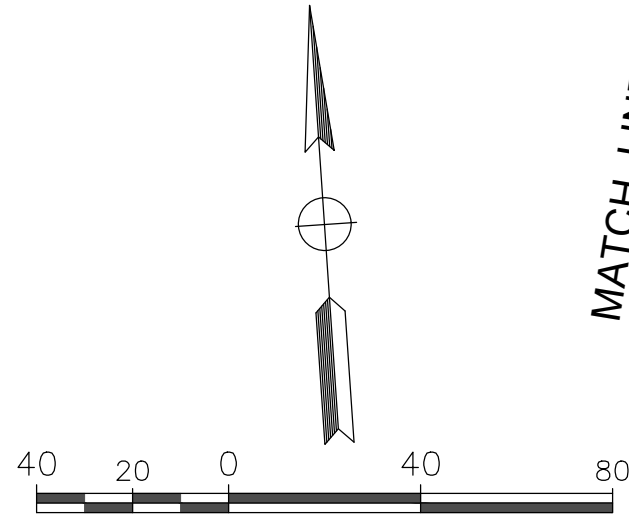
Xrefs: DCBT-C-BORDERV-TPO-DryCreek_Topo-A\DCBT-C-TPO-ADDITIONS\DCBT-C-RD\DCBT-X-P\JORD-R-RD\WY_purged\ 20-103-LWD_Base
Images: cropped COR_black_logo.tif\Morc_Signature.jpg

NOTES:

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LEGEND:

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 HYDROSEEDING AND RECP (2:1 SLOPES AND STEEPER)
 SYNTHETIC EROSION CONTROL MAT (WHERE SHOWN)



EC-8

REVISIONS			
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FIELD BOOK
SCALE
HORIZ. 1"=40'
VERT. 1"=8'

CITY# 400022



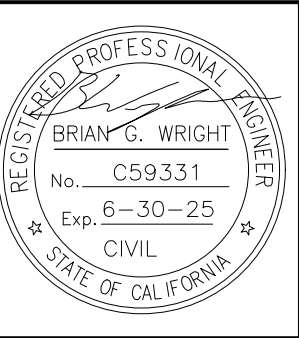
PSOMAS

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023

CHECKED BY: BRIAN WRIGHT DATE 05/2023

DRAWN BY: AMENAH ALKAWAZ DATE 05/2023



DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
EROSION CONTROL PLAN

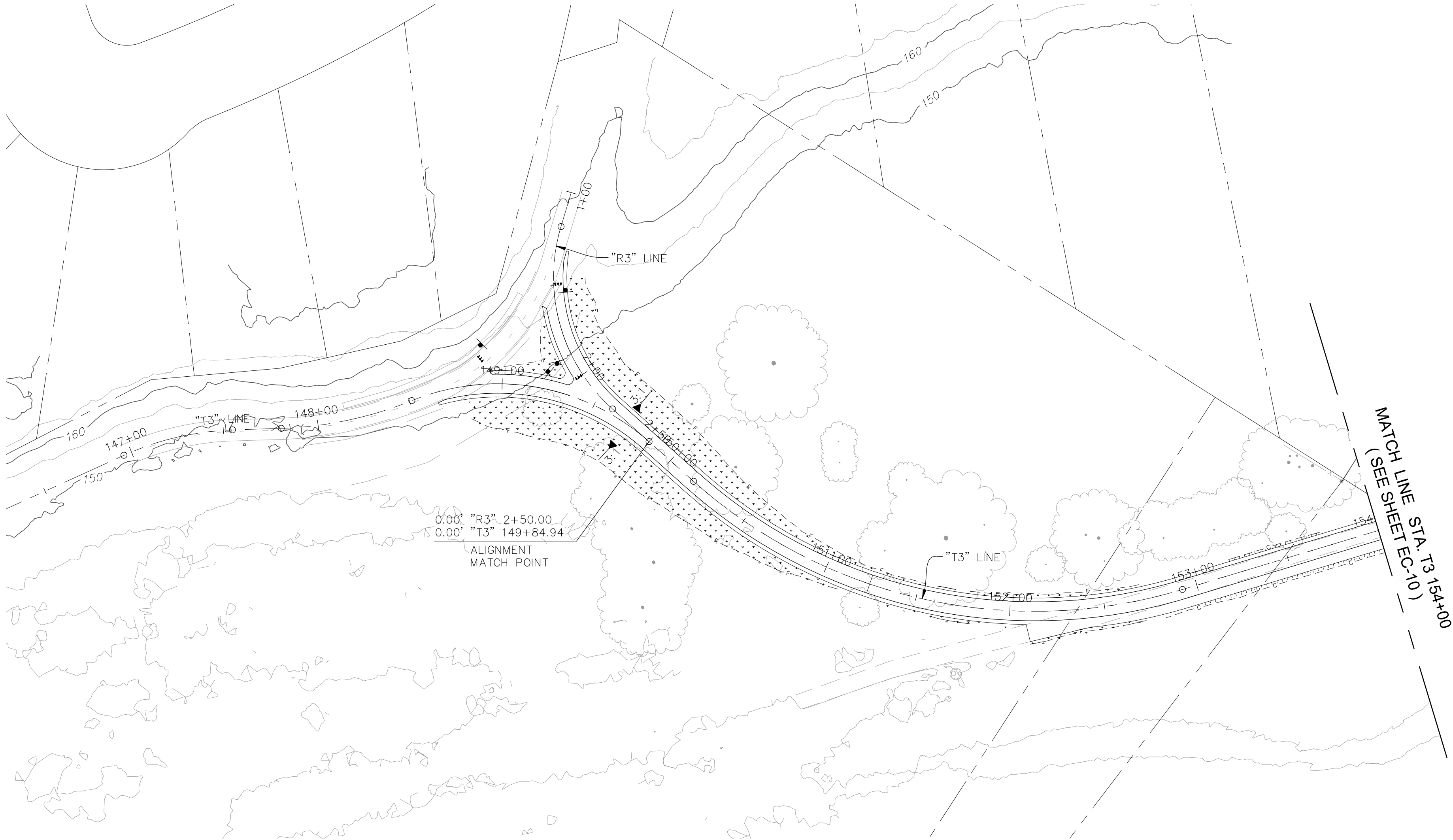
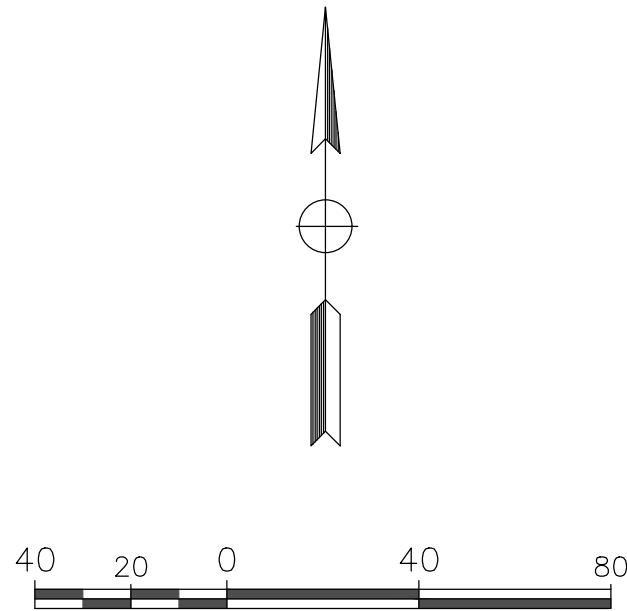
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Images: cropped COR_black logo.tiff\Morc_Signature.jpg

NOTES:

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LEGEND:

- HYDROSEEDING (3:1 SLOPES AND FLATTER)
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- SYNTHETIC EROSION CONTROL MAT (WHERE SHOWN)



Xrefs: DCBT-C-BORDERV-TPO-DryCreek_Topo-A\\DCBT-C-TPO-ADDITIONS\\DCBT-C-RD\\DCBT-X-PL\\20-103-LWD_Base
Images: cropped COR block logo.tif\\Morc-Signature.jpg

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FIELD BOOK
SCALE
HORIZ. 1"=40'
VERT. N/A

CITY# 400022

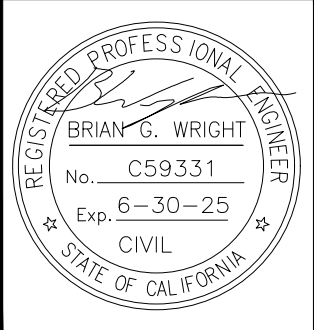
PSOMAS

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023

CHECKED BY: BRIAN WRIGHT DATE 05/2023

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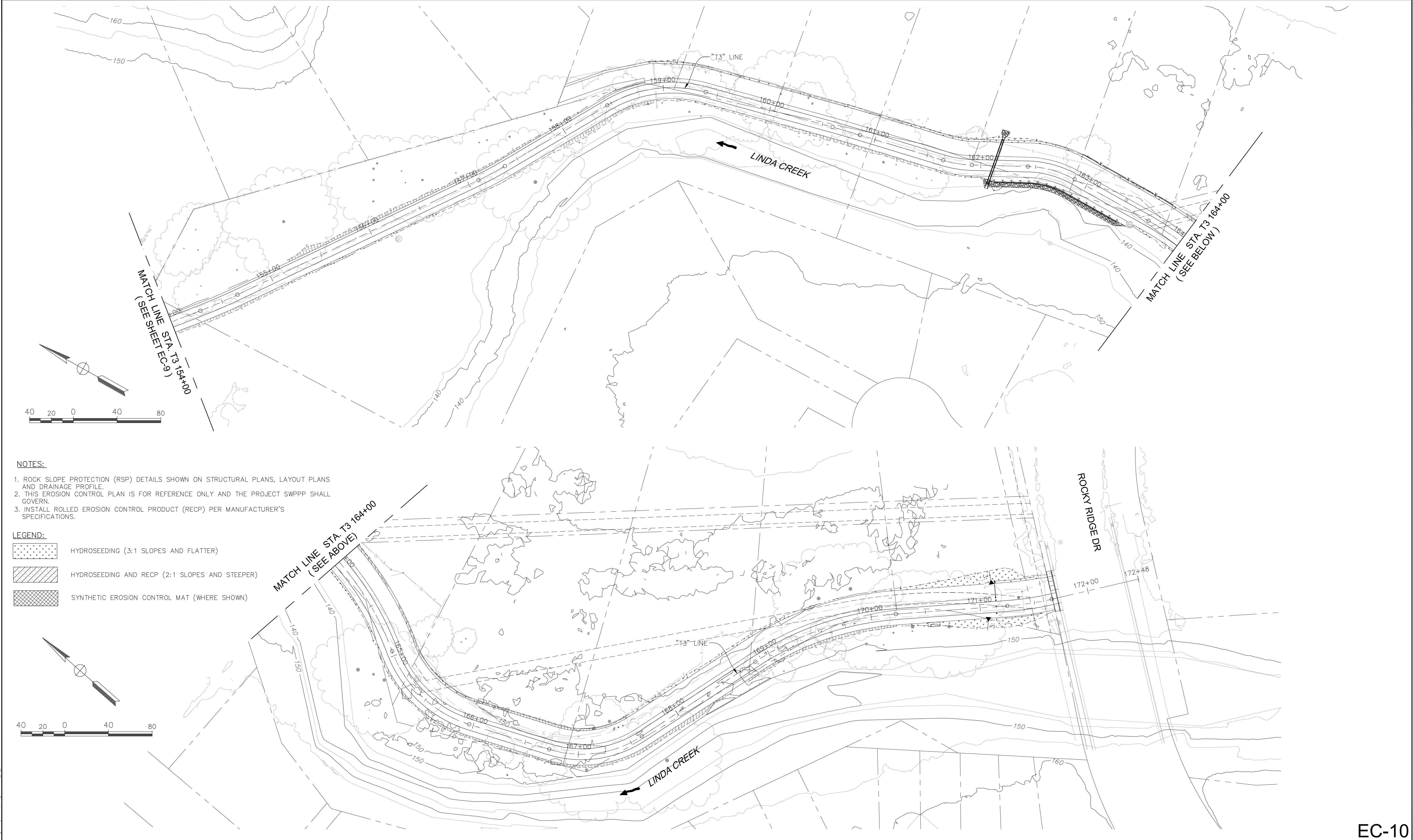


DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
EROSION CONTROL PLAN

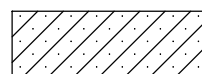
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SHEET 75 OF 168

Xrefs: DCBT-C-BORDERV-TPG-DryCreek_Topo-AllDCBT-C-TOPG-ADDITIONSDCBT-C-RDIDCBT-X-PL 20-103-LWD_Base
Images: cropped COR block logo.tifMorc_Signature.jpg



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FIELD BOOK
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VERT. N/A

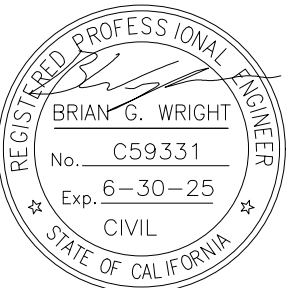
CITY# 400022



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DESIGNED BY: CHERYL SPATZ DATE 05/2023
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**DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
EROSION CONTROL PLAN**

EC-10

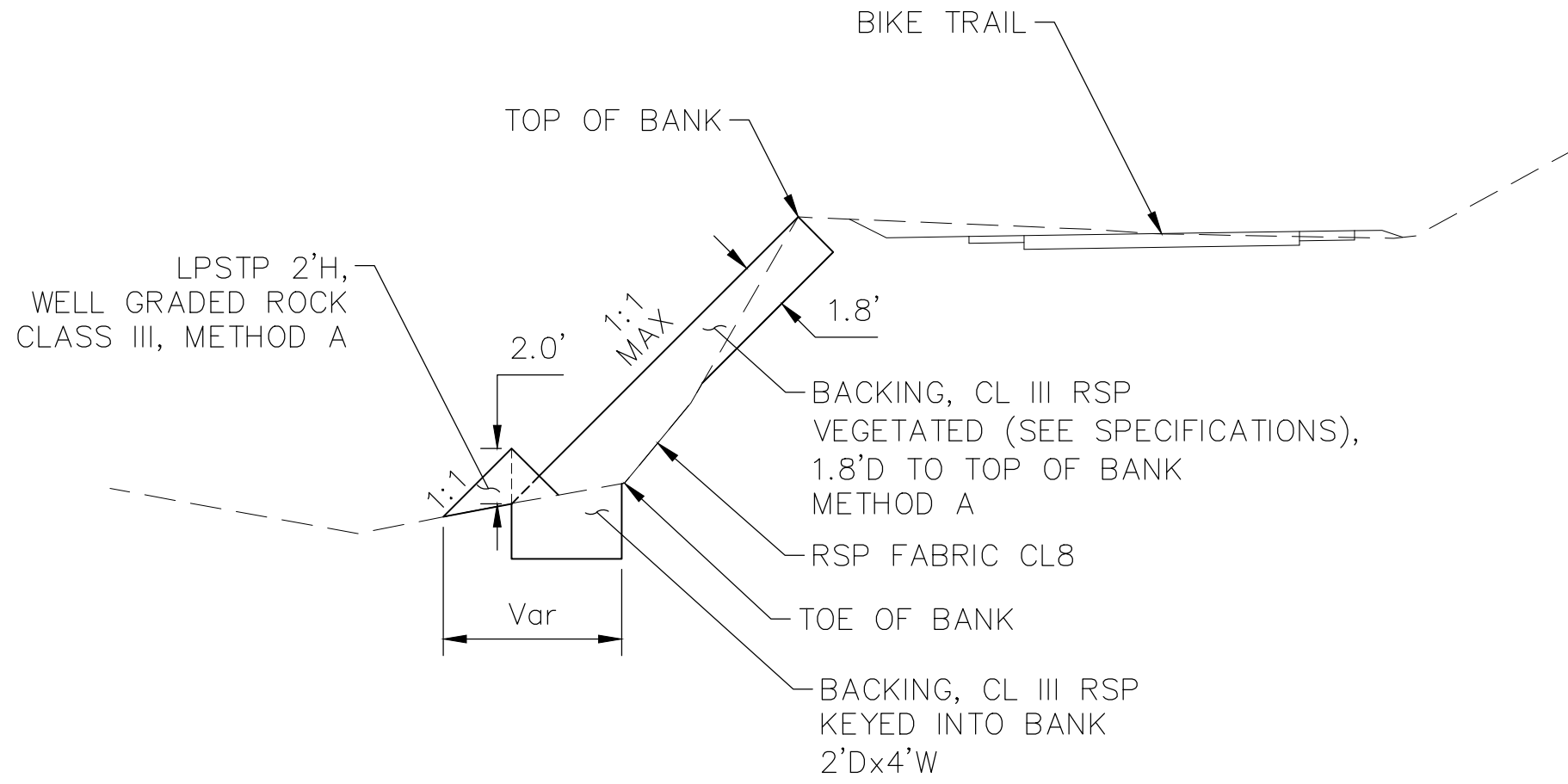
SHEET
76
OF
168

NOTES:

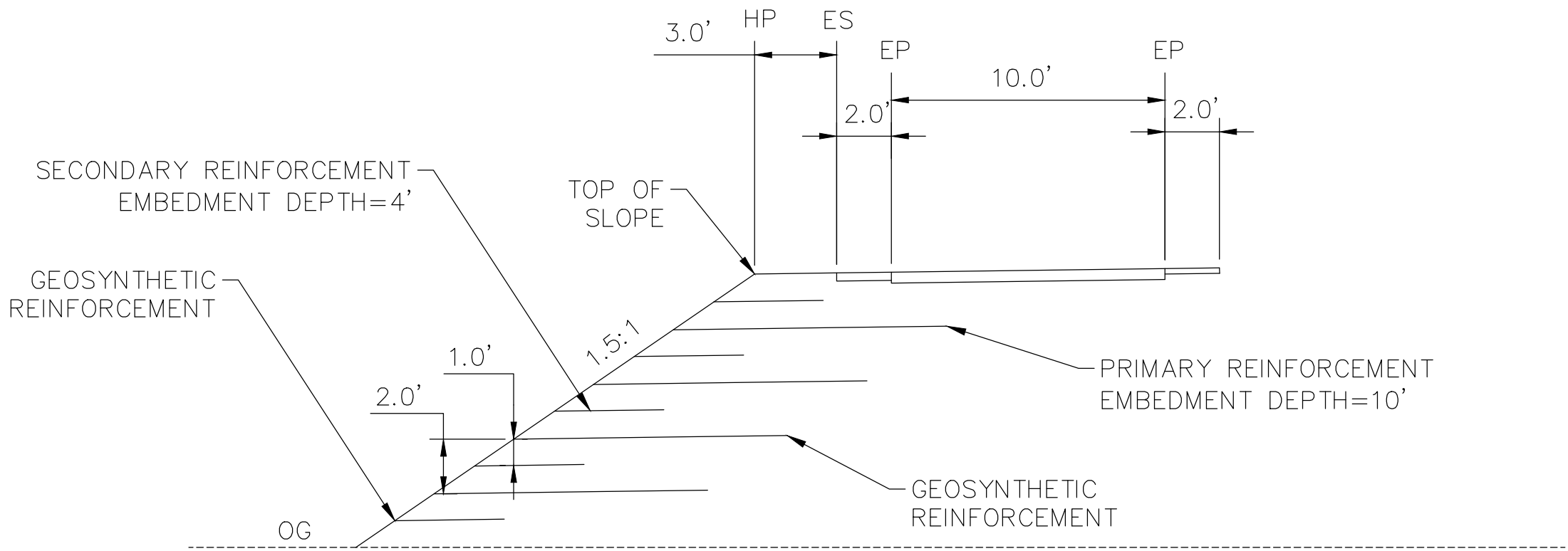
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2. ROCK SHALL BE PLACED USING METHOD A TO MINIMIZE DISTURBANCE AS DEFINED IN THE SPECIFICATIONS, SECTION 72-3.02C, "ROCK"

DESIGN PARAMETERS:

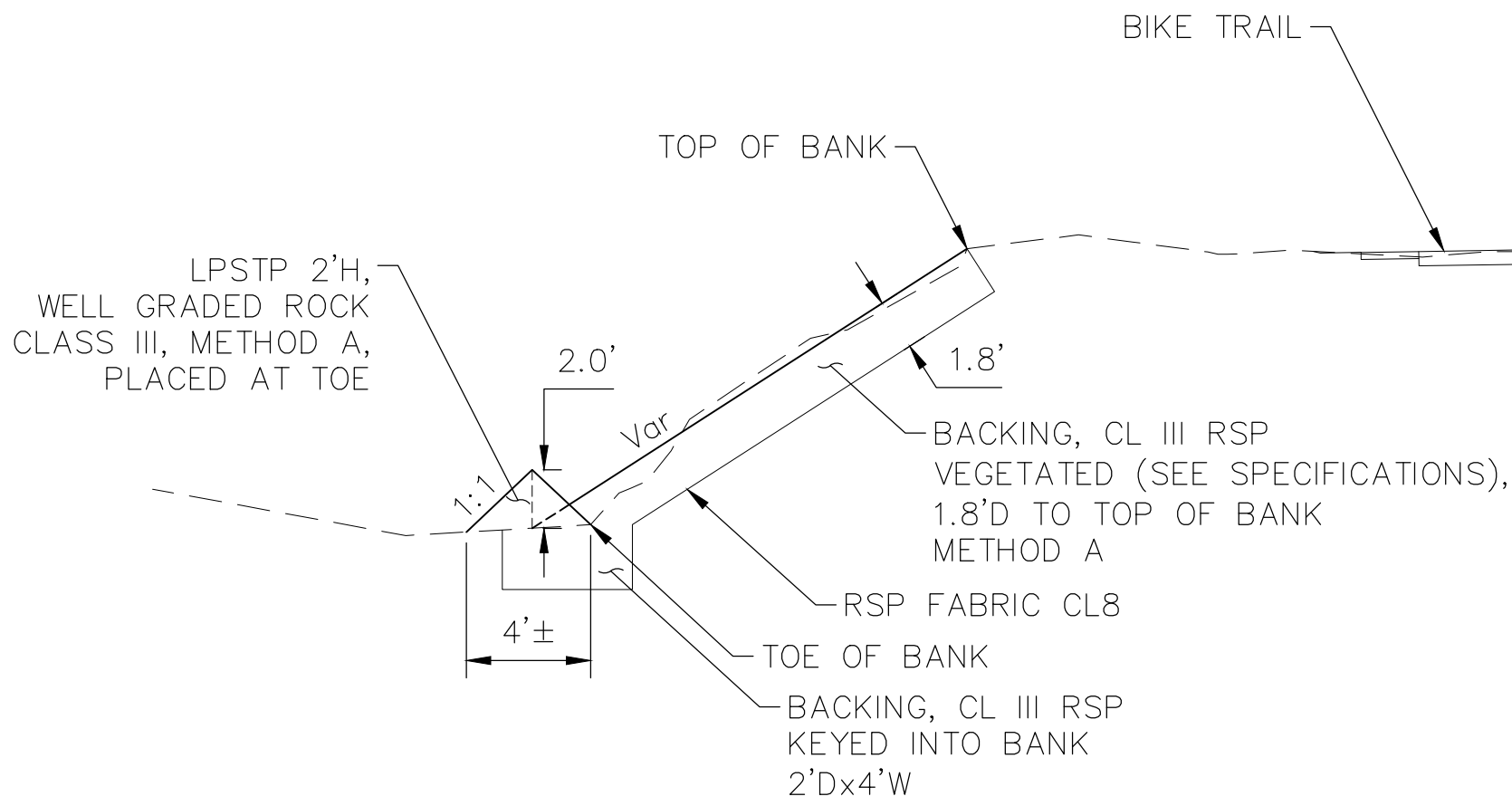
FRICTION ANGLE = 25°
COHESION = 100 PSF
COMPACTED UNIT WEIGHT = 105 PCF
GLOBAL FACTOR OF SAFETY = 1.5 Min
GEOSYNTHETIC LONG TERM DESIGN STRENGTH = 1000 LT/FT



LONGITUDINAL PEAK STONE TOE PROTECTION (LPSTP)
WITH VEGETATED RSP DETAIL: EXISTING STEEP SLOPED BANK
NO SCALE



1.5:1 SLOPE: GEOSYNTHETIC REINFORCED EMBANKMENT DETAIL
NO SCALE



LONGITUDINAL PEAK STONE TOE PROTECTION (LPSTP)
WITH VEGETATED RSP DETAIL: EXISTING GRADUAL SLOPED BANK
NO SCALE

ECD-1

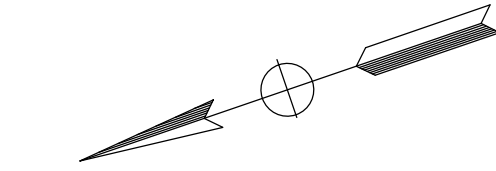
REVISIONS				BENCH MARK	ELEV. SEE NOTES	FIELD BOOK	CITY# 400022	PSOMAS	1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122	DESIGNED BY: CHERYL SPATZ DATE 05/2023	CHECKED BY: BRIAN WRIGHT DATE 05/2023	DRAWN BY: AMENAH ALKAWAZ DATE 05/2023	REGISTERED PROFESSIONAL BRIAN G. WRIGHT No. C59331 Exp. 6-30-25 CIVIL STATE OF CALIFORNIA	DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT EROSION CONTROL DETAILS		SHEET 77 OF 168
NO.	DESCRIPTION	DATE	BY													

LEGEND:

- TEMPORARY SILT FENCE
(SEE CALTRANS STANDARD PLANS T51)
- TEMPORARY FIBER ROLL
(SEE CALTRANS STANDARD PLANS T56)
- TEMPORARY HIGH-VISIBILITY FENCE
(SEE CALTRANS STANDARD PLANS T65)
- PARCEL LINE
- TEMPORARY CONCRETE WASHOUT
(CALTRANS STANDARD PLANS T59)
- TEMPORARY HYDRAULIC MULCH
- TEMPORARY CONSTRUCTION ENTRANCE
(SEE CALTRANS STANDARD PLANS T58)
- TEMPORARY DRAINAGE INLET PROTECTION
(SEE CALTRANS STANDARD PLANS T62 TO T64)

NOTES:

1. CONTRACTOR'S SHALL NOT GO BEYOND THE TEMPORARY FENCE LIMITS.
2. EXACT LOCATION OF TEMPORARY CONSTRUCTION ENTRANCE IS SCHEMATIC AND MUST BE CONFIRMED BY THE RESIDENT ENGINEER.

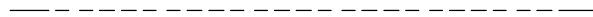
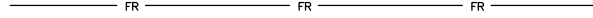
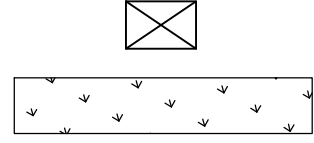
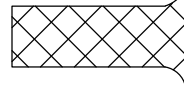
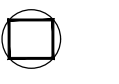


WPC-1

REVISIONS				BENCH MARK	ELEV. SEE NOTES	FIELD BOOK	CITY# 400022	CITY OF ROSEVILLE CALIFORNIA	PSOMAS 1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122	REGISTERED PROFESSIONAL BRIAN G. WRIGHT No. C59331 Exp. 6-30-25 CIVIL STATE OF CALIFORNIA	DRY CREEK GREENWAY EAST PHASE 1		SHEET
NO.	DESCRIPTION	DATE	BY								TRAIL IMPROVEMENT PROJECT		78
				THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.		SCALE HORIZ. 1"=40' VERT. 1"=8'					TEMPORARY WATER POLLUTION CONTROL		— OF —
													168

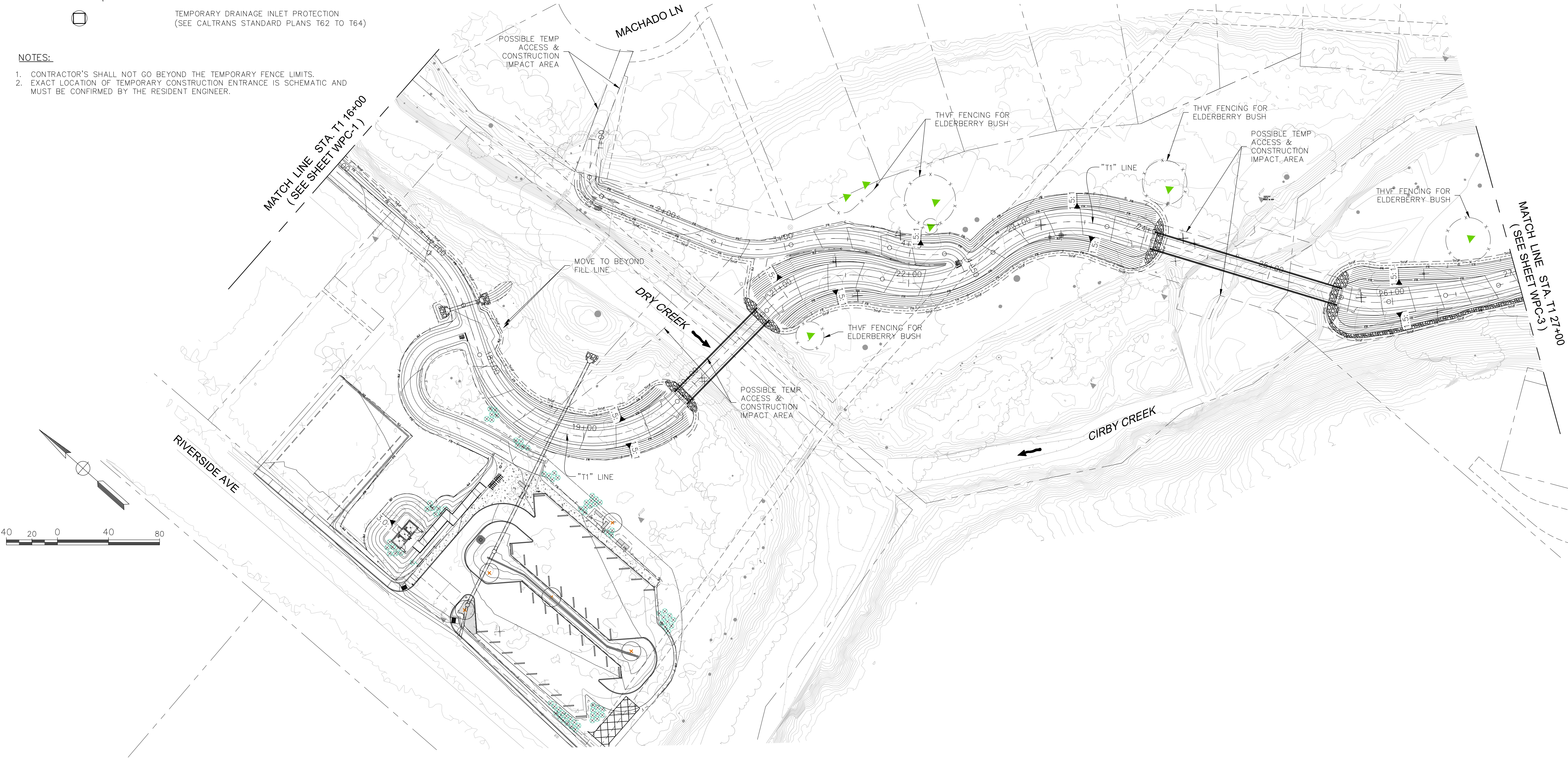
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Images: cropped COR block logo.tif(Morc-Signature.jpg)

LEGEND:

	TEMPORARY SILT FENCE (SEE CALTRANS STANDARD PLANS T51)
	TEMPORARY FIBER ROLL (SEE CALTRANS STANDARD PLANS T56)
	TEMPORARY HIGH-VISIBILITY FENCE (SEE CALTRANS STANDARD PLANS T65)
	PARCEL LINE
	TEMPORARY CONCRETE WASHOUT (CALTRANS STANDARD PLANS T59)
	TEMPORARY HYDRAULIC MULCH
	TEMPORARY CONSTRUCTION ENTRANCE (SEE CALTRANS STANDARD PLANS T58)
	TEMPORARY DRAINAGE INLET PROTECTION (SEE CALTRANS STANDARD PLANS T62 TO T64)

NOTES:

1. CONTRACTOR'S SHALL NOT GO BEYOND THE TEMPORARY FENCE LIMITS.
2. EXACT LOCATION OF TEMPORARY CONSTRUCTION ENTRANCE IS SCHEMATIC AND MUST BE CONFIRMED BY THE RESIDENT ENGINEER.



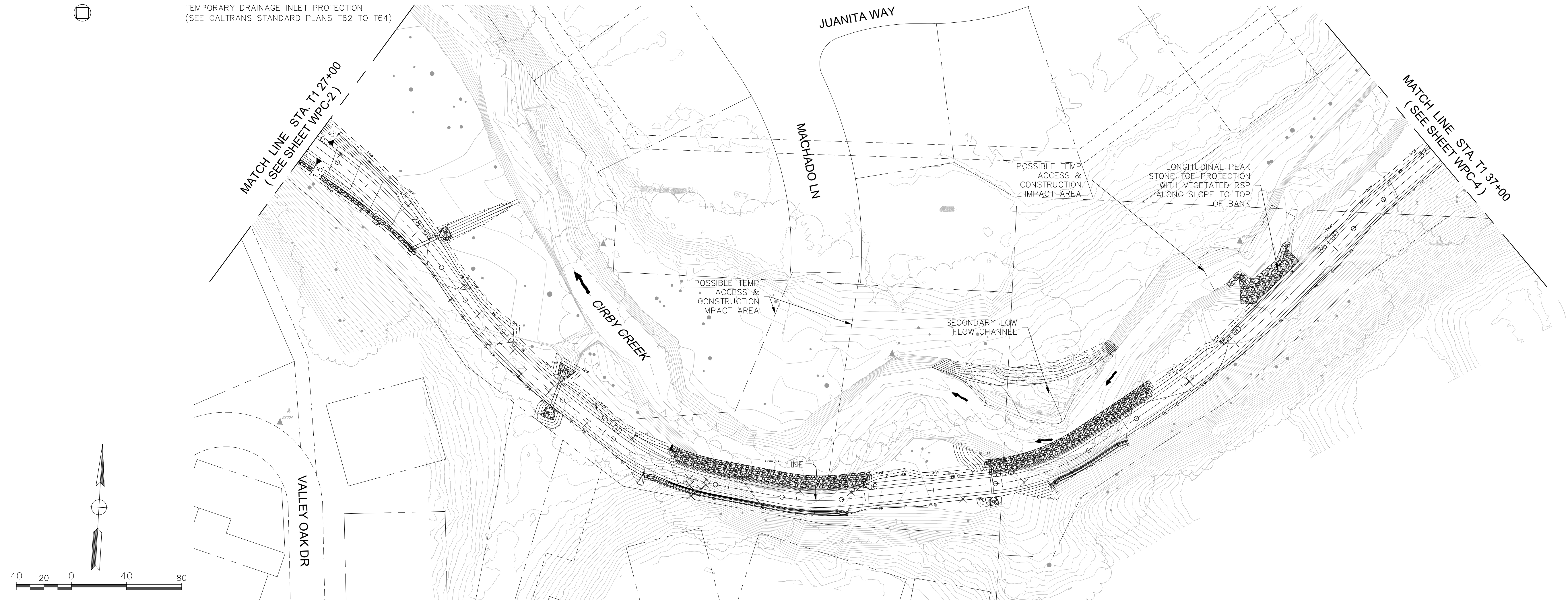
WPC-2

REVISIONS				BENCH MARK	ELEV. SEE NOTES	FIELD BOOK	CITY# 400022	 1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122		DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT TEMPORARY WATER POLLUTION CONTROL		SHEET 79 OF 168
NO.	DESCRIPTION	DATE	BY									
				THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.		SCALE HORIZ. 1"=40' VERT. 1"=8'		DESIGNED BY: CHERYL SPATZ DATE 05/2023 CHECKED BY: BRIAN WRIGHT DATE 05/2023 DRAWN BY: AMENAH ALKAWAZ DATE 05/2023				

Xrefs: DCBT-C-BORDER-V-TPO-DryCreek_Topo-A\DCBT-C-TOPO-ADDITIONS\DCBT-C-RD\DCBT-X-UT\ 20-103-LWD_Base
Images: cropped COR block logo.tif\Morc_Signature.jpg

TEMPORARY DRAINAGE INLET PROTECTION
(SEE CALTRANS STANDARD PLANS T62 TO T64)

1. CONTRACTOR'S SHALL NOT GO BEYOND THE TEMPORARY FENCE LIMITS.
2. EXACT LOCATION OF TEMPORARY CONSTRUCTION ENTRANCE IS SCHEMATIC AND MUST BE CONFIRMED BY THE RESIDENT ENGINEER.



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[illegible]

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING
IS BASED ON THE CITY OF ROSEVILLE
BENCHMARKS 65, 66, 85, AND 90,
ADJUSTED TO NAVD88 BY ADDING A
PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK
SCALE HORIZ. $1''=40'$ VERT. $1''=8'$

CITY# 400022

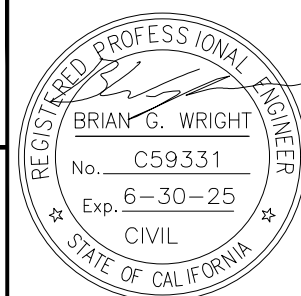


P S O M A S

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023

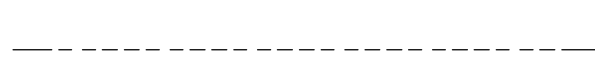
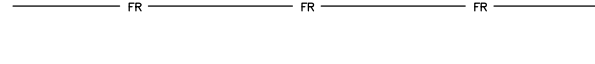
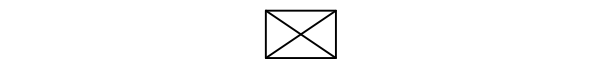
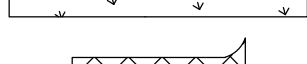
CHECKED BY: BRIAN WRIGHT DATE 05/2023



DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
TEMPORARY WATER POLLUTION CONTROL

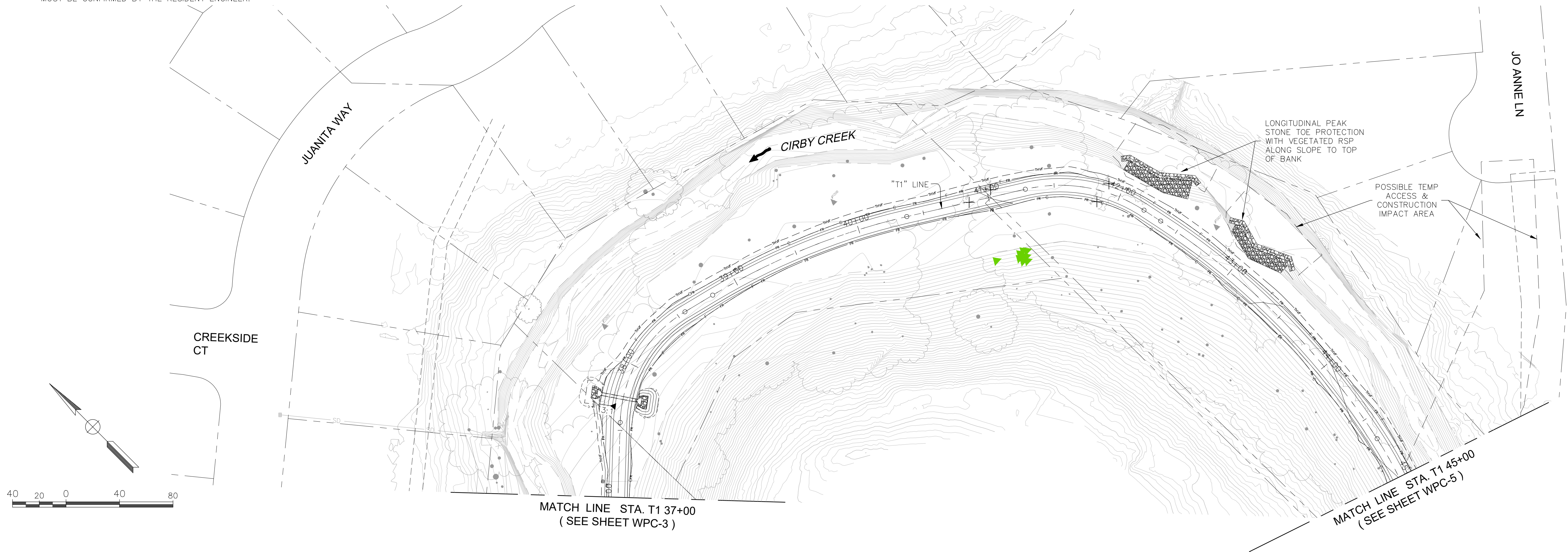
SHEET
80
— OF —
168

LEGEND:

- | | |
|---|---|
|  | TEMPORARY SILT FENCE
(SEE CALTRANS STANDARD PLANS T51) |
|  | TEMPORARY FIBER ROLL
(SEE CALTRANS STANDARD PLANS T56) |
|  | TEMPORARY HIGH-VISIBILITY FENCE
(SEE CALTRANS STANDARD PLANS T65) |
|  | PARCEL LINE |
|  | TEMPORARY CONCRETE WASHOUT
(CALTRANS STANDARD PLANS T59) |
|  | TEMPORARY HYDRAULIC MULCH |
|  | TEMPORARY CONSTRUCTION ENTRANCE
(SEE CALTRANS STANDARD PLANS T58) |
|  | TEMPORARY DRAINAGE INLET PROTECTION
(SEE CALTRANS STANDARD PLANS T62 TO T64) |

NOTES:

1. CONTRACTOR'S SHALL NOT GO BEYOND THE TEMPORARY FENCE LIMITS.
2. EXACT LOCATION OF TEMPORARY CONSTRUCTION ENTRANCE IS SCHEMATIC AND MUST BE CONFIRMED BY THE RESIDENT ENGINEER.



WCP-4

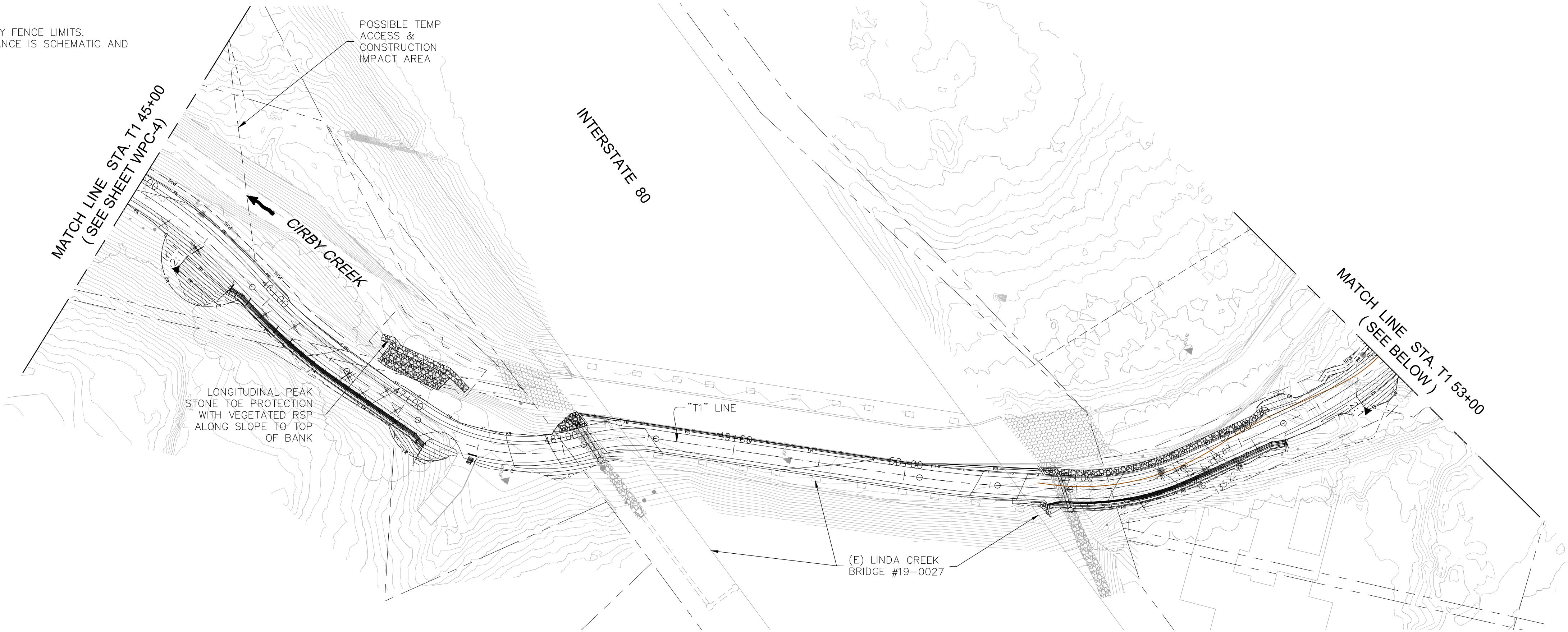
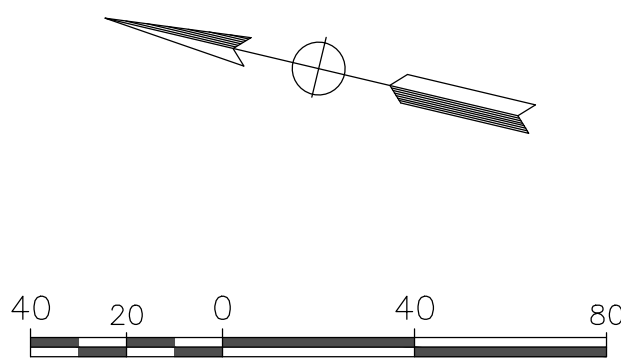
REVISIONS NO. DESCRIPTION DATE BY				BENCH MARK ELEV. SEE NOTES THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.		FIELD BOOK SCALE HORIZ. 1"=40' VERT. 1"=8'		CITY# 400022 		P S O M A S 1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122 DESIGNED BY: CHERYL SPATZ DATE 05/2023 CHECKED BY: BRIAN WRIGHT DATE 05/2023 DRAWN BY: AMENAH ALKAWAZ DATE 05/2023				DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT TEMPORARY WATER POLLUTION CONTROL		SHEET 81 OF 168	
---	--	--	--	---	--	--	--	---	--	--	--	---	--	--	--	--	--

refs: DCBf-C-BORDER|V-TPC-DryCreek_Topo-All|DCBf-C-TOPO-ADDITION|DCBf-C-RID|DCBf-X-UT| 20-103-LWD_Base
images: cropped COR black logo.tif|Marc_Signature.jpg|

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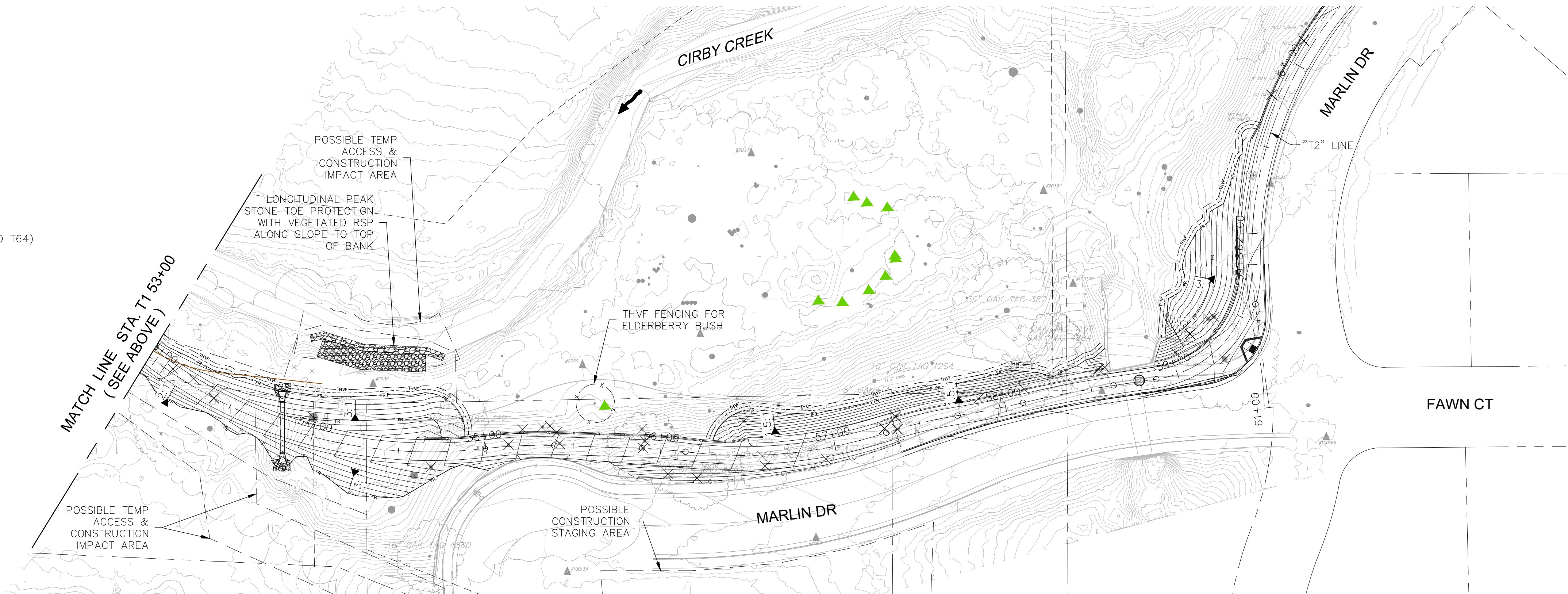
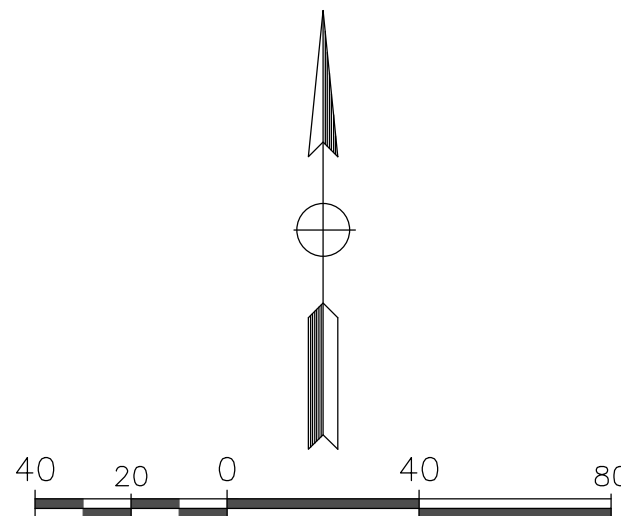
NOTES:

1. CONTRACTOR'S SHALL NOT GO BEYOND THE TEMPORARY FENCE LIMITS.
2. EXACT LOCATION OF TEMPORARY CONSTRUCTION ENTRANCE IS SCHEMATIC AND MUST BE CONFIRMED BY THE RESIDENT ENGINEER.



LEGEND:

- TEMPORARY SILT FENCE (SEE CALTRANS STANDARD PLANS T51)
- TEMPORARY FIBER ROLL (SEE CALTRANS STANDARD PLANS T56)
- TEMPORARY HIGH-VISIBILITY FENCE (SEE CALTRANS STANDARD PLANS T65)
- PARCEL LINE
- TEMPORARY CONCRETE WASHOUT (CALTRANS STANDARD PLANS T59)
- TEMPORARY HYDRAULIC MULCH
- TEMPORARY CONSTRUCTION ENTRANCE (SEE CALTRANS STANDARD PLANS T58)
- TEMPORARY DRAINAGE INLET PROTECTION (SEE CALTRANS STANDARD PLANS T62 TO T64)



WPC-5

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. SEE NOTES
THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.	

FIELD BOOK
SCALE
HORIZ. 1"=40'
VERT. 1"=8'

CITY# 400022

CITY OF
ROSEVILLE
CALIFORNIA

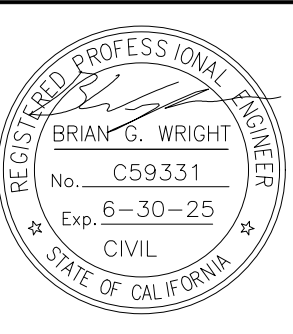
PSOMAS

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023

CHECKED BY: BRIAN WRIGHT DATE 05/2023

DRAWN BY: AMENAH ALKAWAZ DATE 05/2023



DRY CREEK GREENWAY EAST PHASE 1

TRAIL IMPROVEMENT PROJECT

TEMPORARY WATER POLLUTION CONTROL

SHEET
82
OF
168

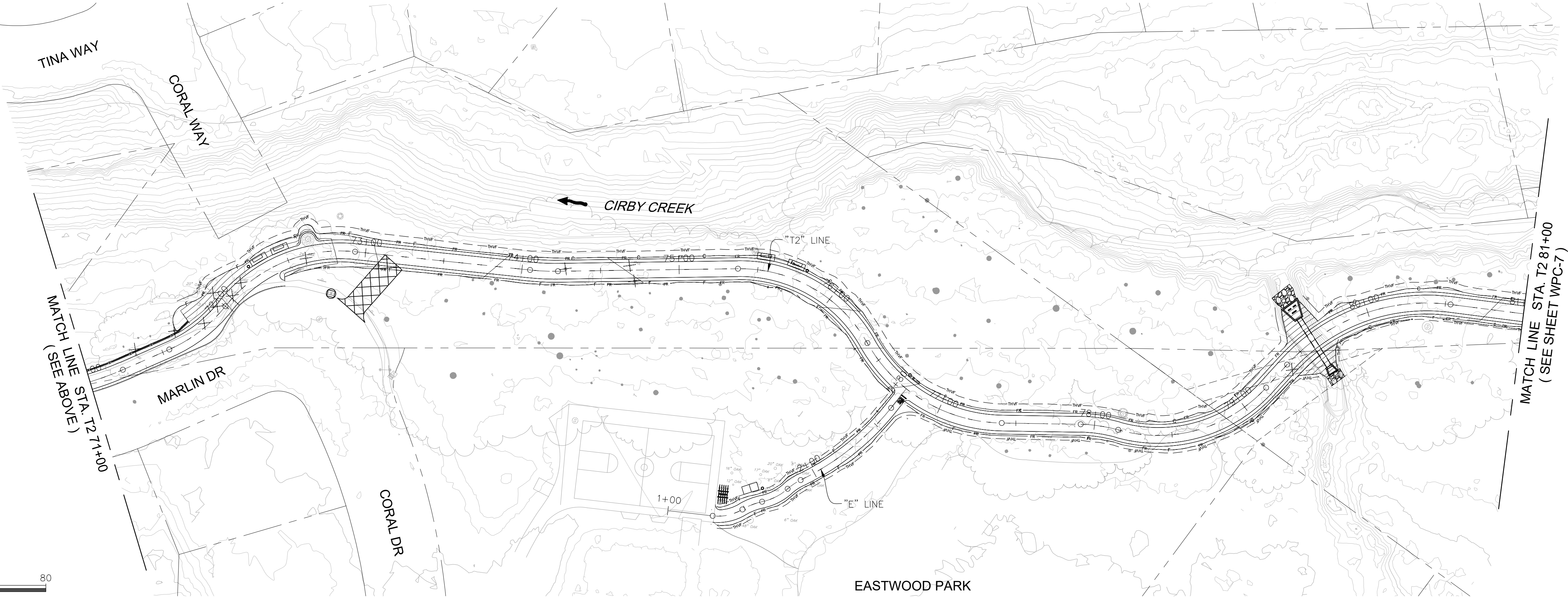
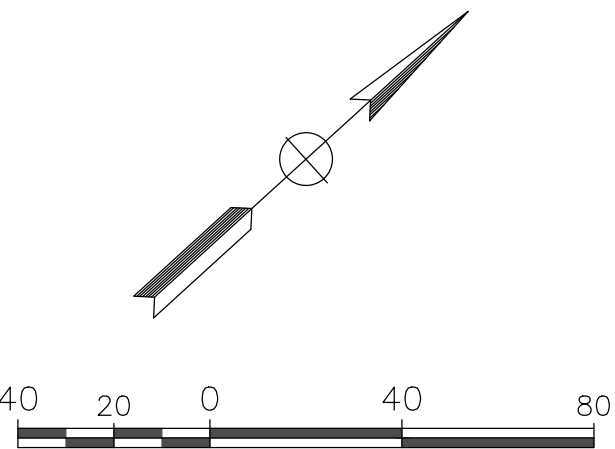
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Images: cropped COR block logo.tif\Morc_Signature.jpg

LEGEND:

-
- TEMPORARY SILT FENCE
(SEE CALTRANS STANDARD PLANS T51)
- TEMPORARY FIBER ROLL
(SEE CALTRANS STANDARD PLANS T56)
- TEMPORARY HIGH-VISIBILITY FENCE
(SEE CALTRANS STANDARD PLANS T65)
- PARCEL LINE
- TEMPORARY CONCRETE WASHOUT
(CALTRANS STANDARD PLANS T59)
- TEMPORARY HYDRAULIC MULCH
- TEMPORARY CONSTRUCTION ENTRANCE
(SEE CALTRANS STANDARD PLANS T58)
- TEMPORARY DRAINAGE INLET PROTECTION
(SEE CALTRANS STANDARD PLANS T62 TO T64)

NOTES:

1. CONTRACTOR'S SHALL NOT GO BEYOND THE TEMPORARY FENCE LIMITS.
2. EXACT LOCATION OF TEMPORARY CONSTRUCTION ENTRANCE IS SCHEMATIC AND MUST BE CONFIRMED BY THE RESIDENT ENGINEER.



WPC-6

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. SEE NOTES
THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.	

FIELD BOOK
SCALE
HORIZ. 1"=40'
VERT. 1"=8'

CITY# 400022



PSOMAS

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ

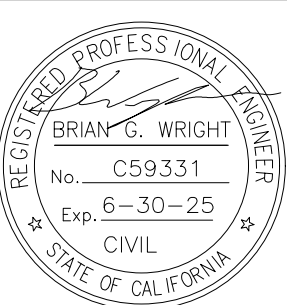
CHECKED BY: BRIAN WRIGHT

DRAWN BY: AMENAH ALKAWAZ

DATE 05/2023

DATE 05/2023

DATE 05/2023



DRY CREEK GREENWAY EAST PHASE 1

TRAIL IMPROVEMENT PROJECT

TEMPORARY WATER POLLUTION CONTROL

SHEET

83

OF

168

Xrefs: DCBT-C-BORDER-V-TPO-DryCreek_Topo-ALDCBT-C-TPO-ADDITIONSDCBT-C-RDIDCBT-X-PLORD-R-RWY_purged 20-103-LWD_Base Images: cropped COR_black logo.tifMorc_Signature.jpg

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Images: cropped COR_black_logo.tifMorc_Signature.jpg

LEGEND:

- FR

FR

FR
- TEMPORARY SILT FENCE
(SEE CALTRANS STANDARD PLANS T51)
-
- THVF
- THVF
- THVF

TEMPORARY FIBER ROLL
(SEE CALTRANS STANDARD PLANS T56)

THVF

THVF

THVF

TEMPORARY HIGH-VISIBILITY FENCE
(SEE CALTRANS STANDARD PLANS T65)

THVF

THVF

THVF

PARCEL LINE

⊠

⊠

⊠

TEMPORARY CONCRETE WASHOUT
(CALTRANS STANDARD PLANS T59)

⊠

⊠

⊠

TEMPORARY HYDRAULIC MULCH

⊠

⊠

⊠

TEMPORARY CONSTRUCTION ENTRANCE
(SEE CALTRANS STANDARD PLANS T58)

⊠

⊠

⊠

TEMPORARY DRAINAGE INLET PROTECTION
(SEE CALTRANS STANDARD PLANS T62 TO T64)

NOTES:

1. CONTRACTOR'S SHALL NOT GO BEYOND THE TEMPORARY FENCE LIMITS.
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REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.	SEE NOTES
THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.		

FIELD BOOK
SCALE
HORIZ. 1"=40'
VERT. 1"=8'

CITY# 400022

CITY OF

ROSEVILLE

CALIFORNIA

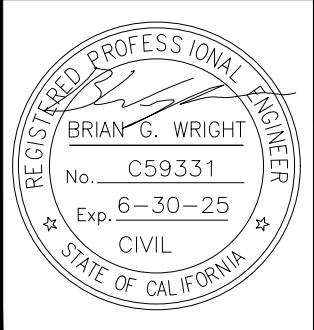
PSOMAS

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023

CHECKED BY: BRIAN WRIGHT DATE 05/2023

DRAWN BY: AMENAH ALKAWAZ DATE 05/2023



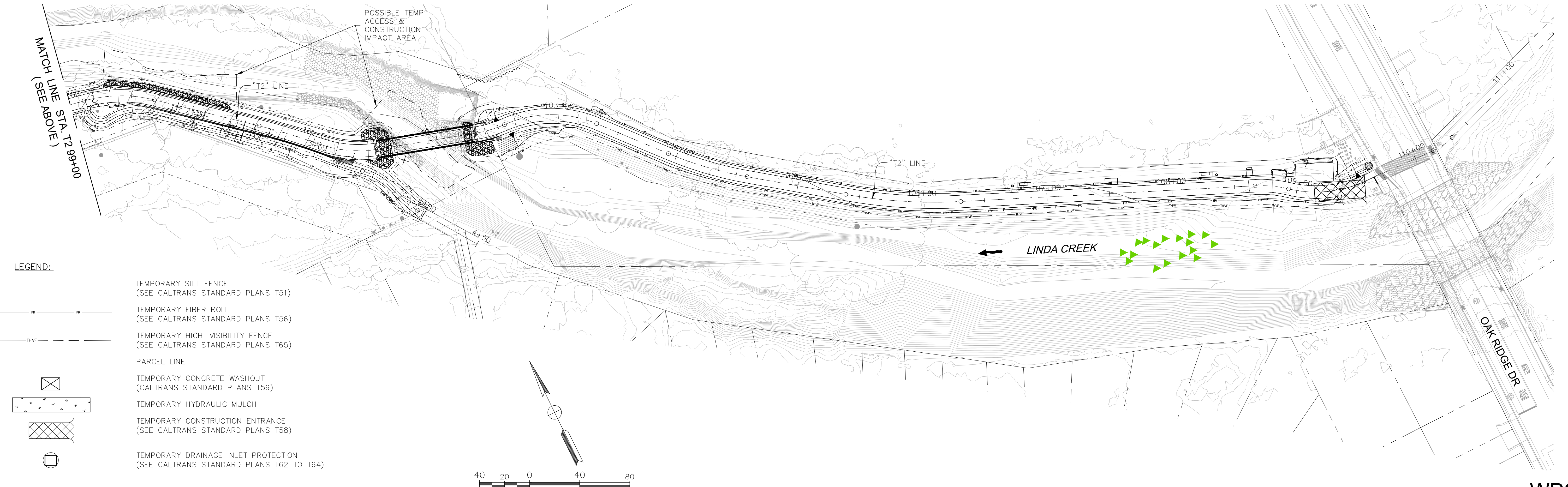
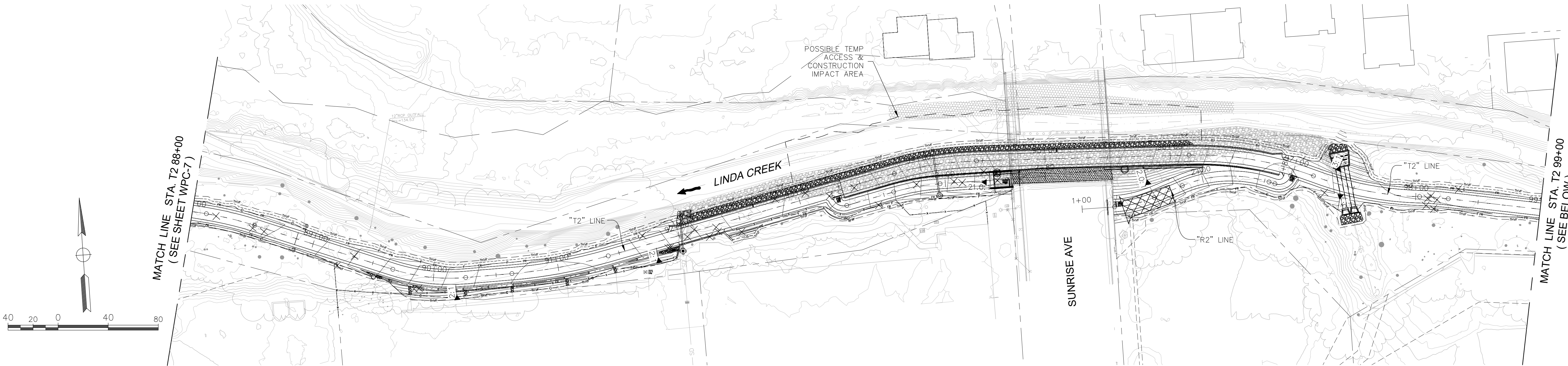
DRY CREEK GREENWAY EAST PHASE 1

TRAIL IMPROVEMENT PROJECT

TEMPORARY WATER POLLUTION CONTROL

NOTES:

1. CONTRACTOR'S SHALL NOT GO BEYOND THE TEMPORARY FENCE LIMITS.
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LEGEND:

- TEMPORARY SILT FENCE (SEE CALTRANS STANDARD PLANS T51)
- TEMPORARY FIBER ROLL (SEE CALTRANS STANDARD PLANS T56)
- TEMPORARY HIGH-VISIBILITY FENCE (SEE CALTRANS STANDARD PLANS T65)
- PARCEL LINE
- TEMPORARY CONCRETE WASHOUT (CALTRANS STANDARD PLANS T59)
- TEMPORARY HYDRAULIC MULCH
- TEMPORARY CONSTRUCTION ENTRANCE (SEE CALTRANS STANDARD PLANS T58)
- TEMPORARY DRAINAGE INLET PROTECTION (SEE CALTRANS STANDARD PLANS T62 TO T64)

WPC-8

REVISIONS				BENCH MARK	ELEV. SEE NOTES	FIELD BOOK	CITY# 400022	PSOMAS 1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122	REGISTERED PROFESSIONAL BRIAN G. WRIGHT No. C59331 Exp. 6-30-25 CIVIL STATE OF CALIFORNIA	DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT TEMPORARY WATER POLLUTION CONTROL		SHEET 85 OF 168
NO.	DESCRIPTION	DATE	BY									
				THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.		SCALE HORIZ. 1"=40' VERT. 1"=8'	CITY OF ROSEVILLE CALIFORNIA	DESIGNED BY: CHERYL SPATZ DATE 05/2023 CHECKED BY: BRIAN WRIGHT DATE 05/2023 DRAWN BY: AMENAH ALKAWAZ DATE 05/2023				

Xrefs: DCBT-C-BORDER-V-TPO-DryCreek_Topo-MIDCBT-C-RDIDCBT-X-PLJRD-R-RDWY_purged 20-103-LWD_Base
Images: cropped COR block logo.tifMorc_Signature.jpg

Xrefs: DCBT-C-BORDERV-TPO-DryCreek_Topo-A\\DCBT-C-TPO-ADDITIONS\\DCBT-C-RD\\DCBT-X-PL 20-103-LWD_Base
Images: cropped COR_black logo.tiff\\Morc_Signature.jpg

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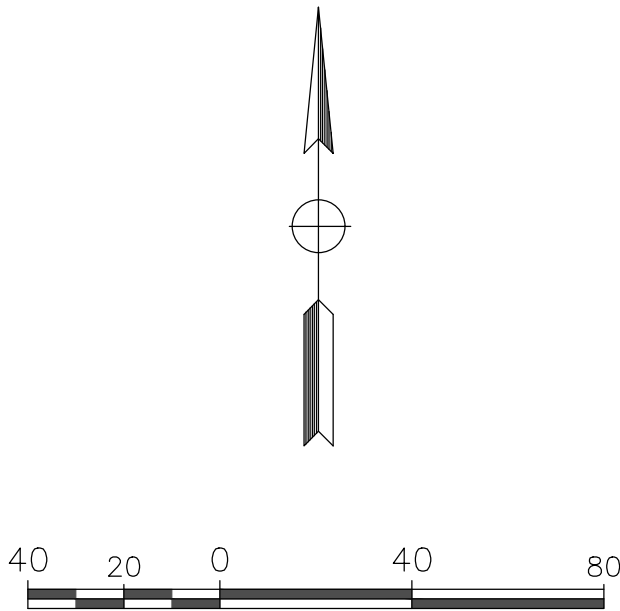
- FR

FR
- THVF

THVF
-
-
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-
-
- TEMPORARY SILT FENCE
(SEE CALTRANS STANDARD PLANS T51)
- TEMPORARY FIBER ROLL
(SEE CALTRANS STANDARD PLANS T56)
- TEMPORARY HIGH-VISIBILITY FENCE
(SEE CALTRANS STANDARD PLANS T65)
- PARCEL LINE
- TEMPORARY CONCRETE WASHOUT
(CALTRANS STANDARD PLANS T59)
- TEMPORARY HYDRAULIC MULCH
- TEMPORARY CONSTRUCTION ENTRANCE
(SEE CALTRANS STANDARD PLANS T58)
- TEMPORARY DRAINAGE INLET PROTECTION
(SEE CALTRANS STANDARD PLANS T62 TO T64)

NOTES:

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2. EXACT LOCATION OF TEMPORARY CONSTRUCTION ENTRANCE IS SCHEMATIC AND MUST BE CONFIRMED BY THE RESIDENT ENGINEER.



REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. SEE NOTES
THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.	

FIELD BOOK
SCALE
HORIZ. 1"=40'
VERT. N/A

CITY# 400022

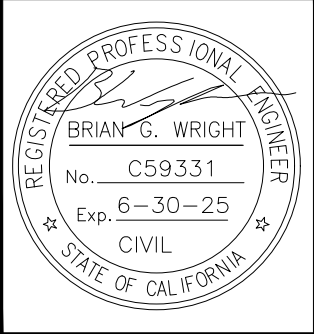
PSOMAS

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023

CHECKED BY: BRIAN WRIGHT DATE 05/2023

DRAWN BY: AMENAH ALKAWAZ DATE 05/2023



DRY CREEK GREENWAY EAST PHASE 1

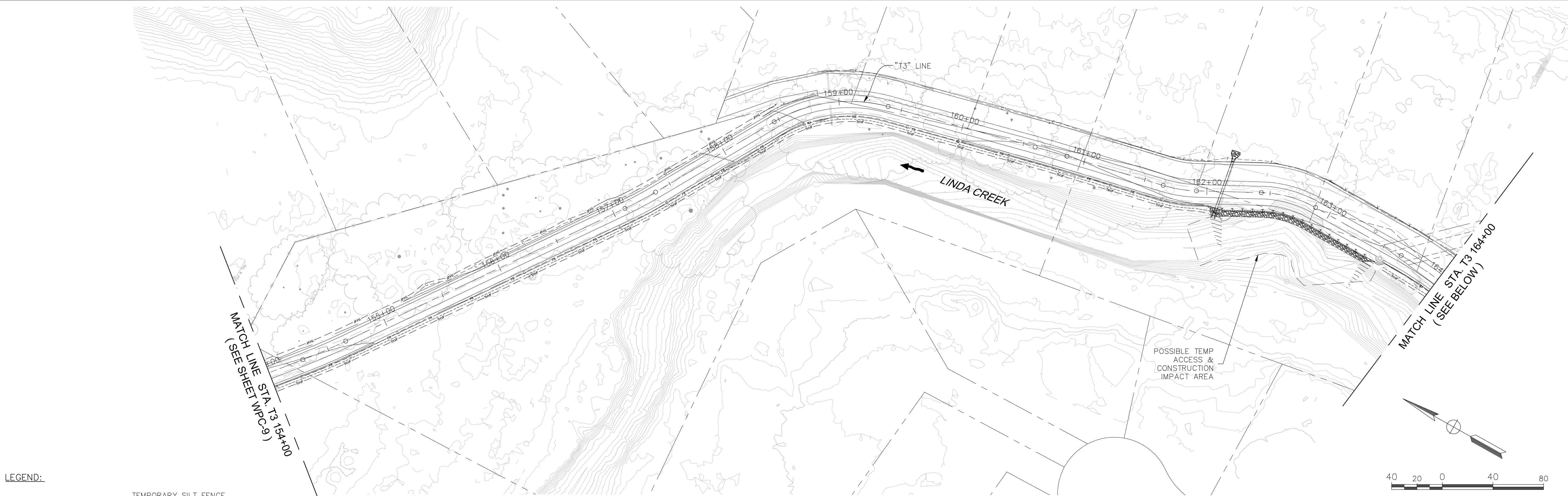
TRAIL IMPROVEMENT PROJECT

TEMPORARY WATER POLLUTION CONTROL

SHEET
86
OF
168

WPC-9

Xrefs: DCBT-C-BORDERV-TPO-DryCreek_Topo-A\DCBT-C-TPO-ADDITIONS\DCBT-C-RD\DCBT-X-PL 20-103-LWD_Base
Images: cropped COR block logo.tif\Morc-Signature.jpg

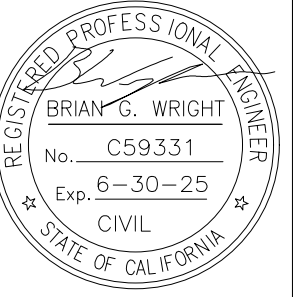


- LEGEND:**
- TEMPORARY SILT FENCE (SEE CALTRANS STANDARD PLANS T51)
 - TEMPORARY FIBER ROLL (SEE CALTRANS STANDARD PLANS T56)
 - TEMPORARY HIGH-VISIBILITY FENCE (SEE CALTRANS STANDARD PLANS T65)
 - PARCEL LINE
 - ⊗ TEMPORARY CONCRETE WASHOUT (CALTRANS STANDARD PLANS T59)
 - ⊗ TEMPORARY HYDRAULIC MULCH
 - ⊗ TEMPORARY CONSTRUCTION ENTRANCE (SEE CALTRANS STANDARD PLANS T58)
 - ⊗ TEMPORARY DRAINAGE INLET PROTECTION (SEE CALTRANS STANDARD PLANS T62 TO T64)

- NOTES:**
1. CONTRACTOR'S SHALL NOT GO BEYOND THE TEMPORARY FENCE LIMITS.
 2. EXACT LOCATION OF TEMPORARY CONSTRUCTION ENTRANCE IS SCHEMATIC AND MUST BE CONFIRMED BY THE RESIDENT ENGINEER.



WPC-10

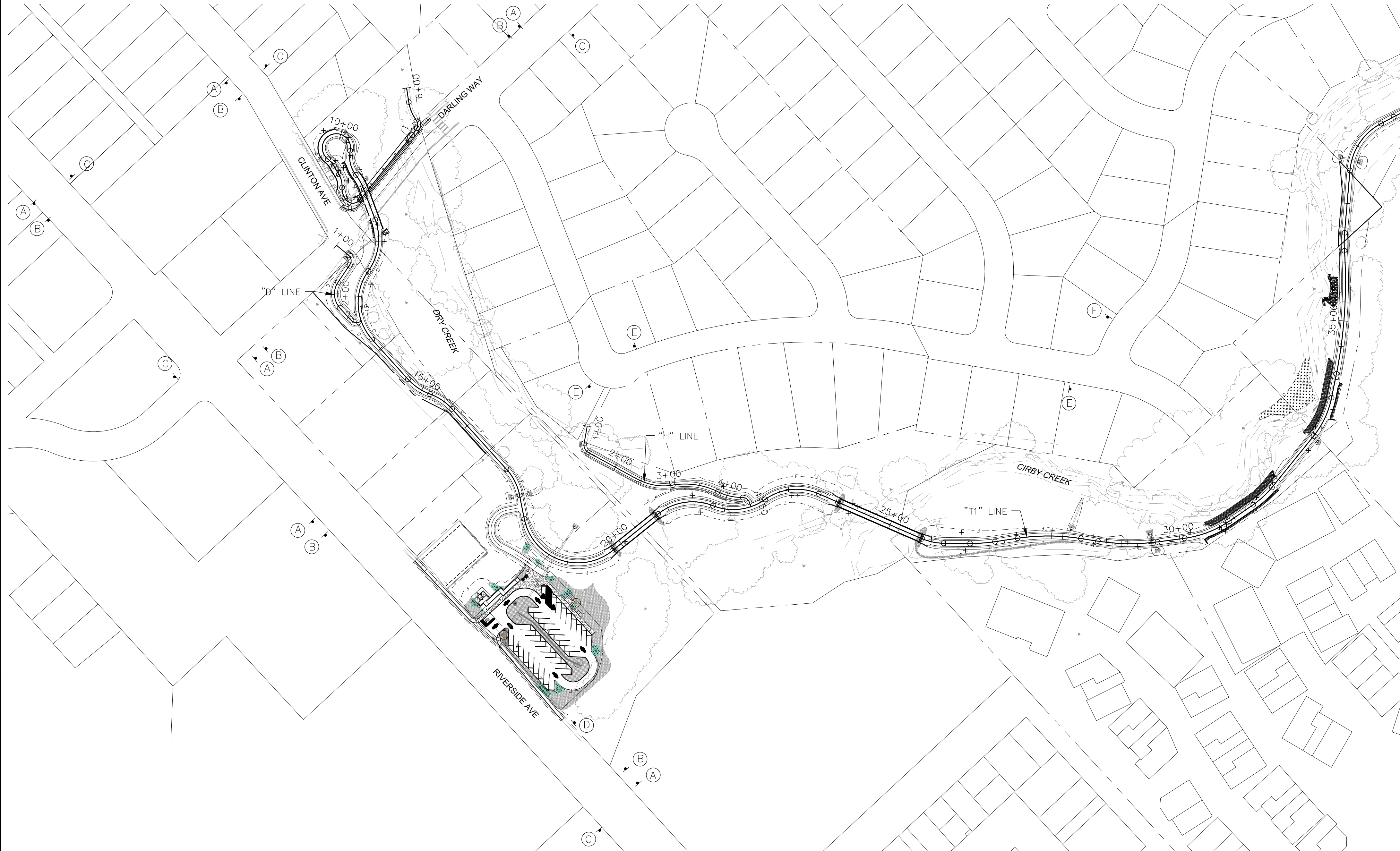
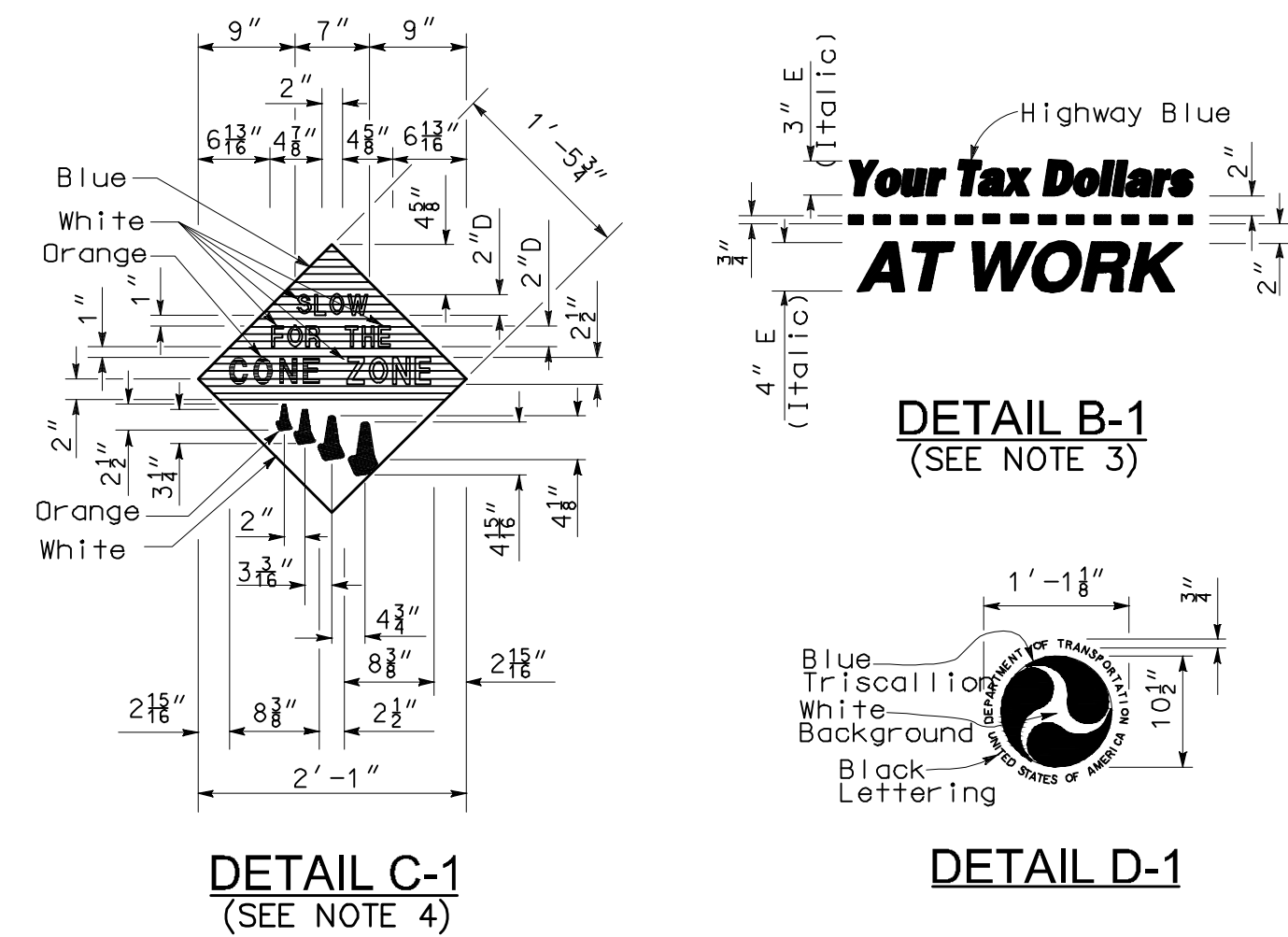
REVISIONS				BENCH MARK	ELEV. SEE NOTES	FIELD BOOK	CITY# 400022		 1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122		DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT TEMPORARY WATER POLLUTION CONTROL	SHEET 87 OF 168
NO.	DESCRIPTION	DATE	BY									
				THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.		SCALE HORIZ. 1"=40' VERT. N/A						

Plotted: 05/19/2023 16:59:01. | Drawing: P:\6ROS013800\TRANSP\DESIGN\ROAD\SHEETS\11-DCBT-WATERPOLLUTIONCONTROL_WPC9-WPC10.dwg | Layout: WPC-10 | By: cheryl.spatz

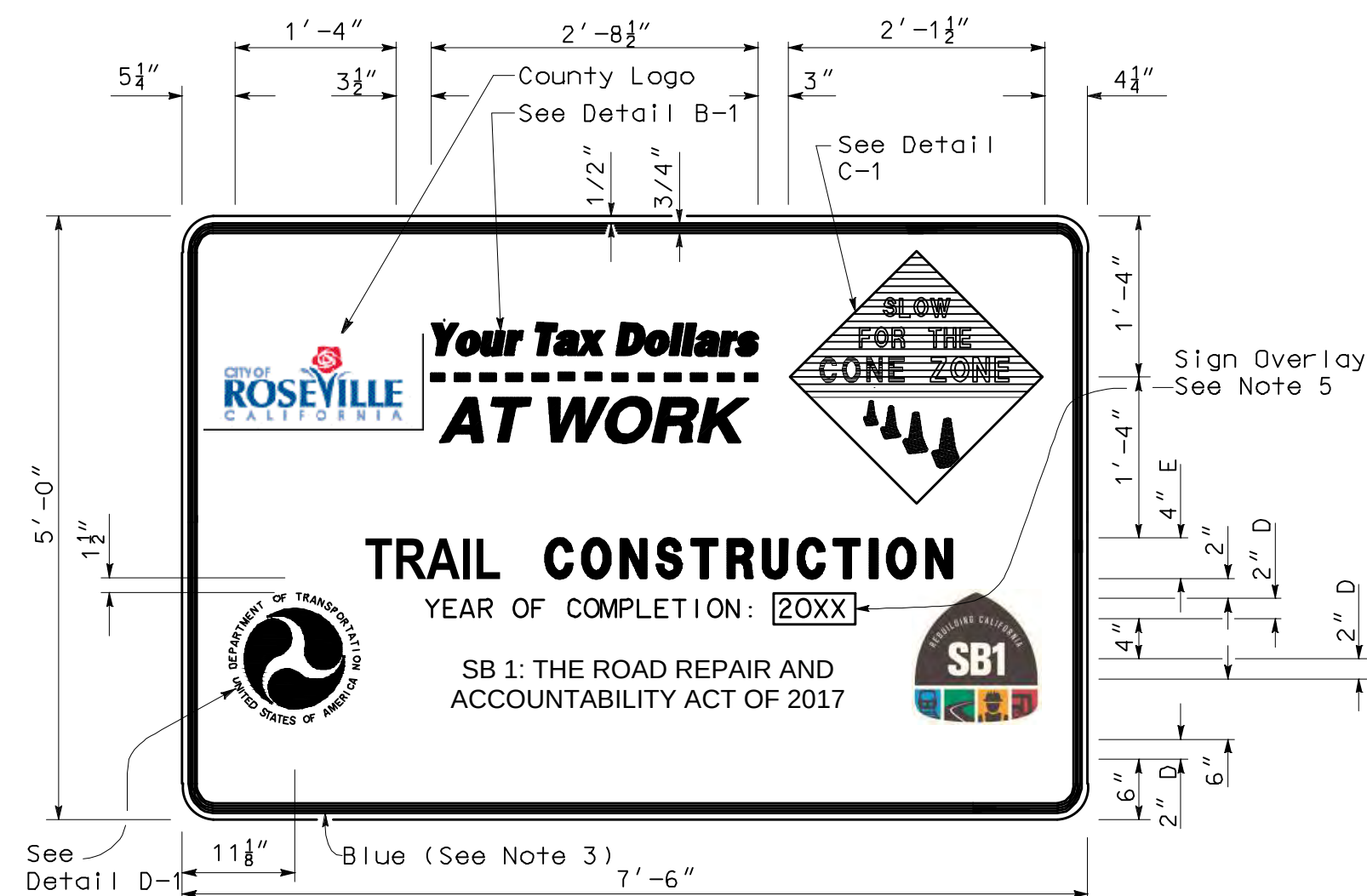
1. LOCATION OF CONSTRUCTION AREA SIGNS ARE APPROXIMATE. EXACT LOCATIONS TO BE DETERMINED AS SHOWN ON THE APPROVED TRAFFIC CONTROL PLAN.
2. EXISTING UTILITIES NOT SHOWN, CONTRACTOR SHALL VERIFY LOCATIONS OF EXISTING UNDERGROUND UTILITIES AND ADJUST FIELD LOCATIONS OF SIGN POSTS AS NEEDED IN CONSULTATION WITH THE ENGINEER.

 SIGN (ONE POST)
 CONSTRUCTION AREA SIGN NO.
 (CA) CALIFORNIA SIGN CODE

STATIONARY MOUNTED CONSTRUCTION AREA SIGNS					
SIGN No. (X)	SIGN DESIGNATION	PANEL SIZE	SIGN MESSAGE	NUMBER OF POSTS AND SIZE	NUMBER OF SIGNS
(A)	W20-1	36"x36"	ROAD WORK AHEAD	1 - 6" x 6"	16
(B)	C40(CA)	36"x36"	TRAFFIC FINE DOUBLED IN WORK ZONES	1 - 4" x 6"	14
(C)	G20-2	48"x24"	END ROAD WORK	1 - 4" x 4"	15
(D)	C47A(CA) MOD	90"x60"	SB1 LOGO PROJECT SUPPORTED BY SB1 FUNDS	2 - 4" x 6"	2
(E)	C44(CA)	36"x36"	TRUCKS ENTERING EXITING	1 - 4" x 6"	9



1. CITY LOGO (IN COLOR) TO BE PROVIDED BY CITY.
2. EXCEPT AS SHOWN, THE LEGEND OF SIGN MUST BE BLACK ON A WHITE BACKGROUND (NON-REFLECTIVE).
3. THE BORDER OF THE SIGNS AND DETAILS "B-1" MUST BE BLUE (NON-REFLECTIVE).
4. THE DIAMOND IN DETAIL "C-1" MUST BE BLUE FOR THE BACKGROUND OF MESSAGE "SLOW FOR THE CONE ZONE", AND WHITE BACKGROUND FOR ORANGE CONES. THE COLOR AND TYPE OF FONT FOR THE "SLOW FOR THE CONE ZONE" MESSAGE MUST BE: "SLOW" WHITE D; "FOR THE" WHITE D; "CONE" ORANGE ARIAL FONT; "ZONE" WHITE ARIAL FONT.
5. YEAR OF COMPLETION OF PROJECT CONSTRUCTION SHOWN ON THE OVERLAY IS AN EXAMPLE ONLY.



CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN
NO SCALE

CS-1
SHEET
88
— OF —
168

[illegible]

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK
SCALE HORIZ. <u>N.T.S.</u> VERT. <u>N/A</u>

CITY# 400022

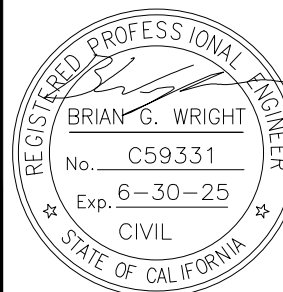


P S O M A S

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023

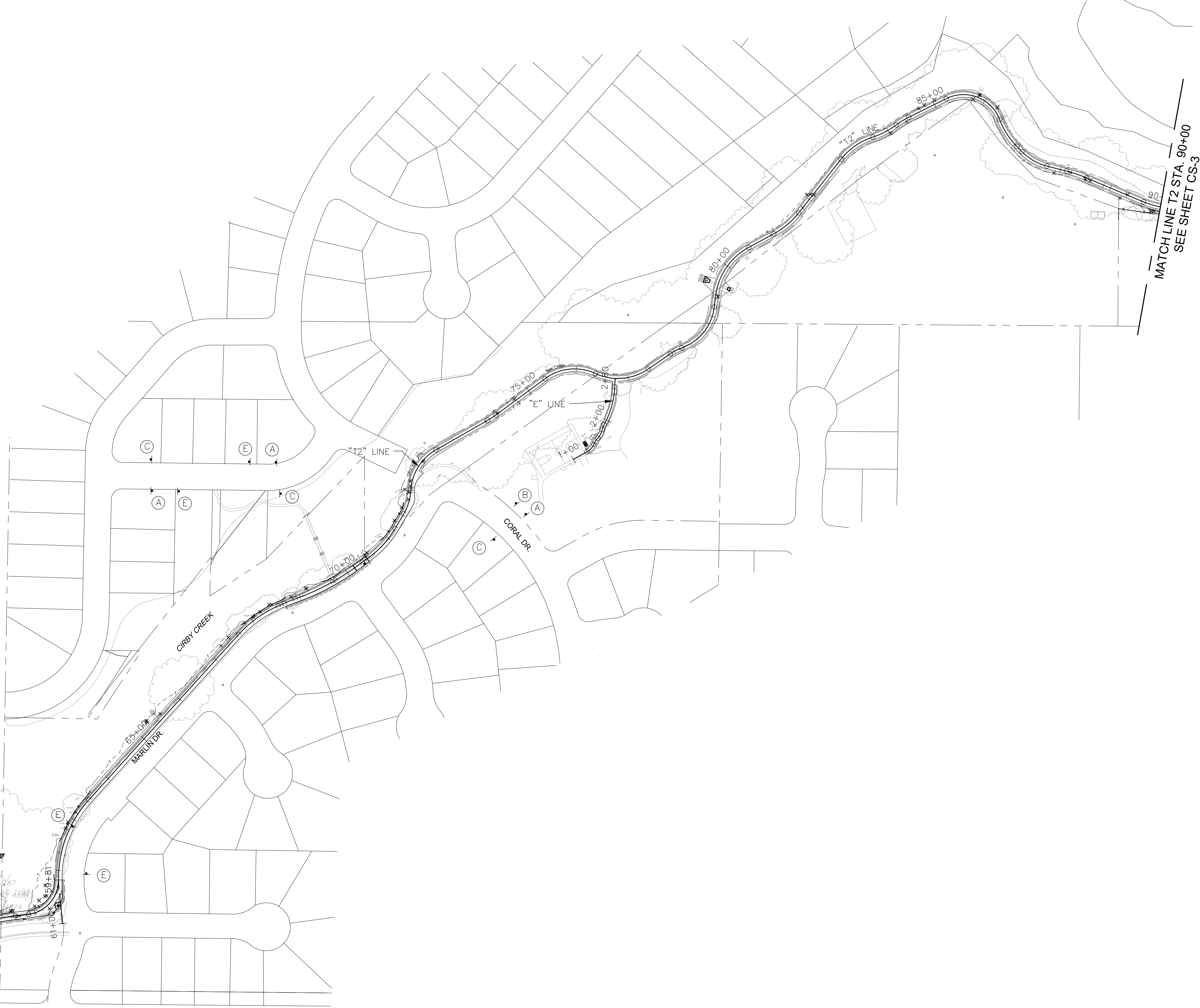
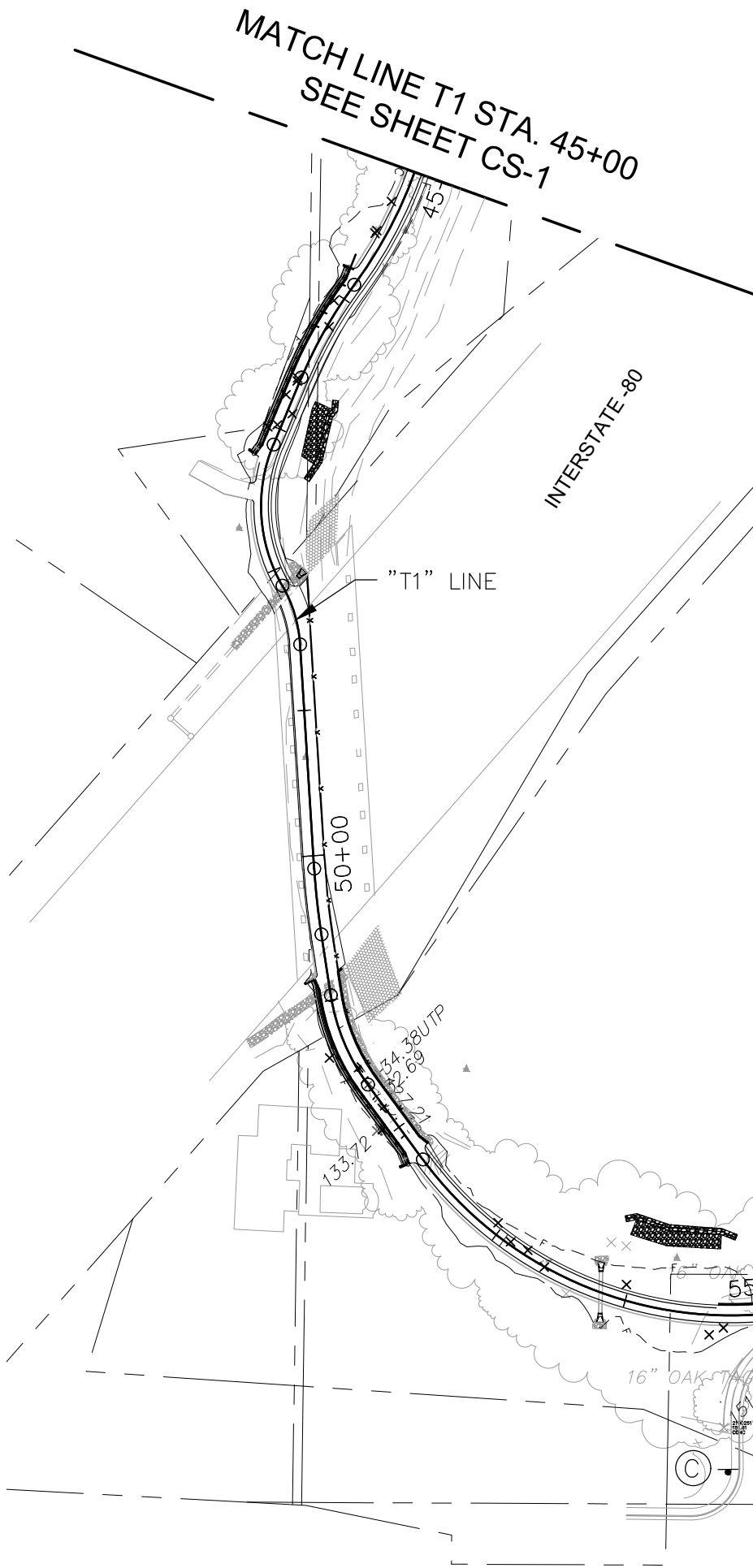
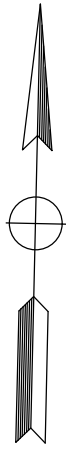
CHECKED BY: BRIAN WRIGHT DATE 05/2023



DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT CONSTRUCTION AREA SIGNS

- NOTES:
1. LOCATION OF CONSTRUCTION AREA SIGNS ARE APPROXIMATE. EXACT LOCATIONS TO BE DETERMINED AS SHOWN ON THE APPROVED TRAFFIC CONTROL PLAN.
 2. EXISTING UTILITIES NOT SHOWN, CONTRACTOR SHALL VERIFY LOCATIONS OF EXISTING UNDERGROUND UTILITIES AND ADJUST FIELD LOCATIONS OF SIGN POSTS AS NEEDED IN CONSULTATION WITH THE ENGINEER.

- LEGEND:
- SIGN (ONE POST)
 - SIGN (TWO POST)
 - (X) CONSTRUCTION AREA SIGN NO.
 - (CA) CALIFORNIA SIGN CODE



Xrefs: DCBT-C-BORDERV-TPG-DryCreek_Topo-A\\DCBT-C-RD\\DCBT-X-PL\\DCBT-C-TOPO-ADDITIONS\\ 20-103-LWD_Base
Images: cropped COR block logo.tif|cropped COR block logo.tif|Marc_Signature.jpg

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.	SEE NOTES
THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.		

FIELD BOOK
SCALE
HORIZ. N.T.S.
VERT. N/A

CITY# 400022

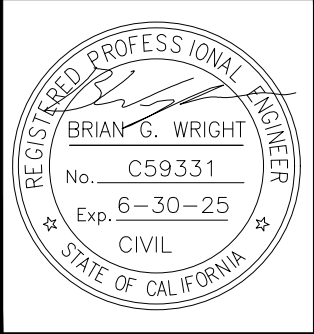
PSOMAS

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023

CHECKED BY: BRIAN WRIGHT DATE 05/2023

DRAWN BY: AMENAH ALKAWAZ DATE 05/2023

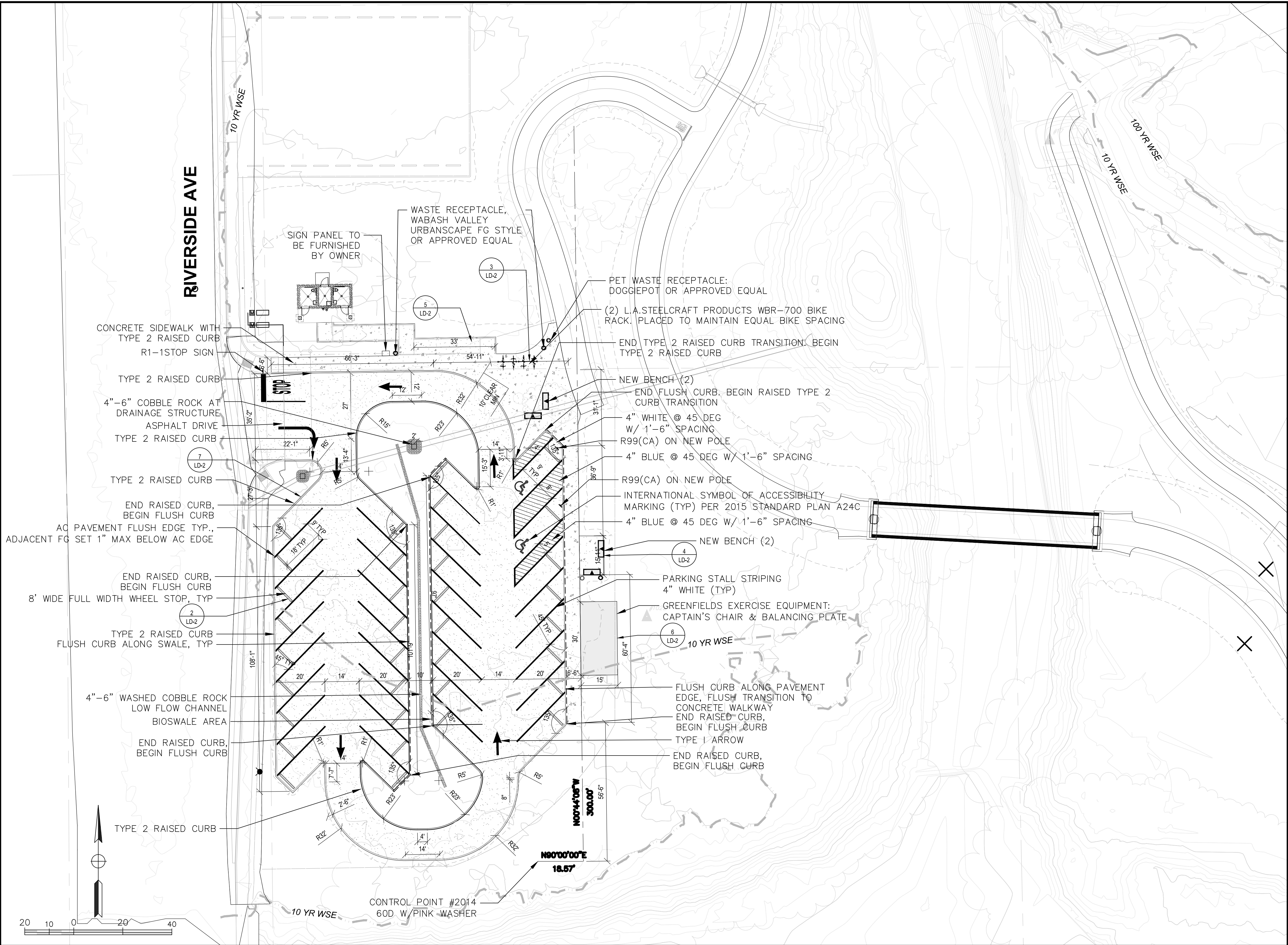


DRY CREEK GREENWAY EAST PHASE 1

TRAIL IMPROVEMENT PROJECT

CONSTRUCTION AREA SIGNS

Xrefs: DCBT-C-BORDER(20-103-SCHEDULES)-TPC-DryCreek_Topo-All(Surface_2020_Partition)DCBT-X-P\DCBT-C-RD(20-103-LWD_Base(20-103-LWD_GRA) burchfield_stamp_signed
Images: cropped COR block logo.tif



LEGEND

- 3" HMA over 4" Class II AB
- 4" Concrete over 4" Class II AB

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. SEE NOTES
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FIELD BOOK
SCALE
HORIZ. _____
VERT. _____

CITY# 400022

CITY OF ROSEVILLE
CALIFORNIA

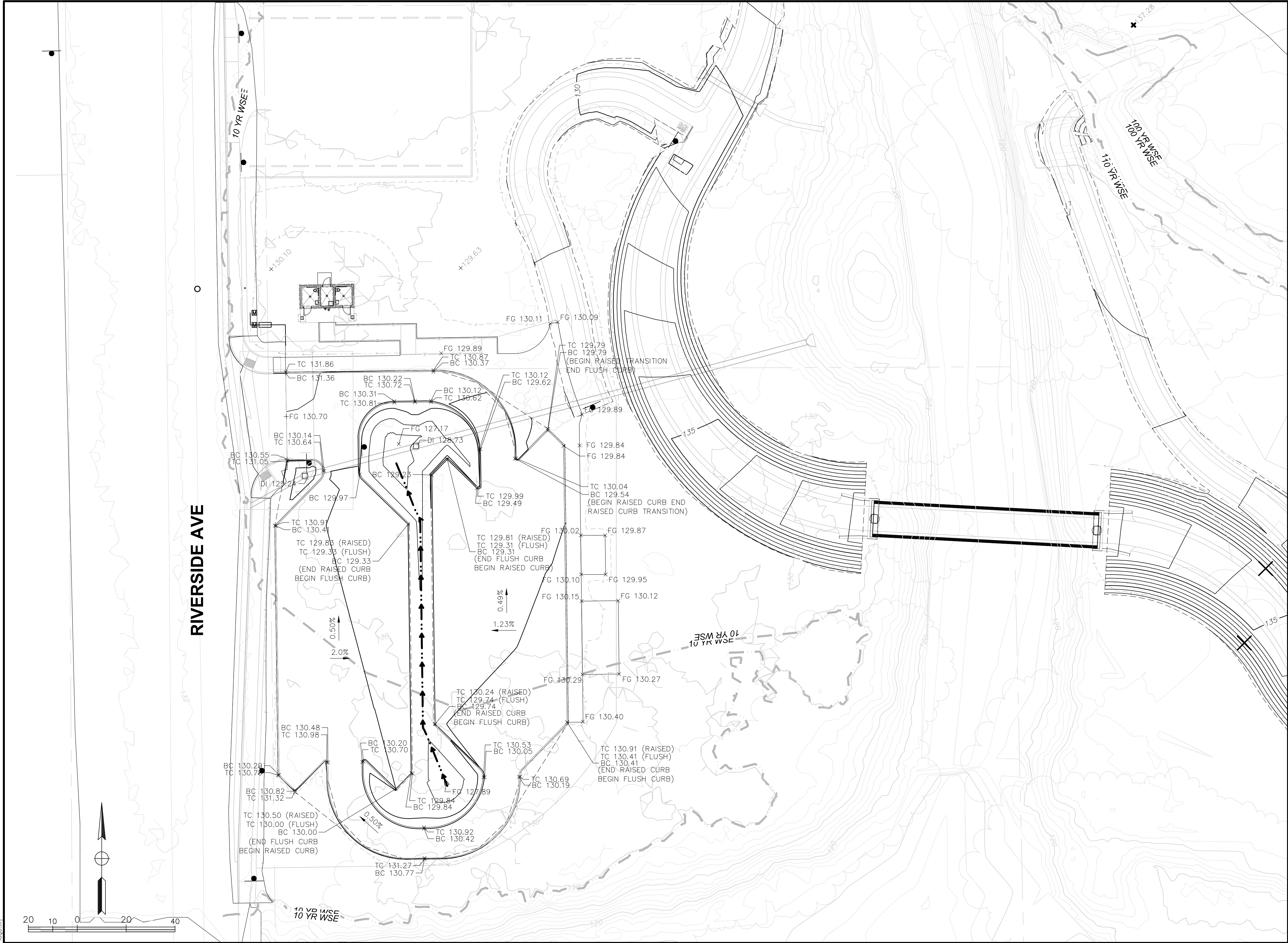
alta
304 12th St, Suite 2A Oakland, CA 94607 (510) 540-5008

DESIGNED BY: MM/RB/BB DATE: 5/2023
CHECKED BY: BB/ED DATE: 5/2023
DRAWN BY: MM DATE: 5/2023



**DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
TRAILHEAD LAYOUT & FURNISHING PLAN**

Xrefs: DCBT-C-BORDER[20-103-SCHEDULES]-TPC-DryCreek_Topo-All[Surface_2020_PartitionA[DCBT-X-P]DCBT-C-RD[20-103-LWD_Base[20-103-LWD_GRA] burchfield_stamp_signed
Images: cropped COR block logo.tif



LEGEND

- BC BOTTOM OF CURB
DI DRAIN INLET
FG FINISHED GRADE
TC TOP OF CURB

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK

ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE

HORIZ. _____

VERT. _____

CITY# 400022

CITY OF ROSEVILLE
CALIFORNIA

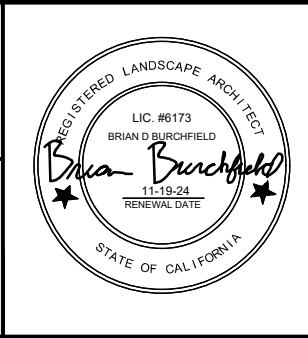
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304 12th St, Suite 2A Oakland, CA 94607 (510) 540-5008

DESIGNED BY: MM/RB/BB DATE 5/2023

CHECKED BY: BB/ED DATE 5/2023

DRAWN BY: MM DATE 5/2023



DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
GRADING PLAN

GENERAL PLANTING NOTES:

1. PRIOR TO BEGINNING WORK, LANDSCAPE CONTRACTOR SHALL REVIEW THE CIVIL ENGINEERING DRAWINGS FOR ANY SPECIAL CONDITIONS PARTICULARLY AS THEY PERTAIN TO GRADING FEATURES SUCH AS SWALES, DETENTION BASINS AND INFILTRATION AREAS THAT MAY HAVE AN EFFECT ON PLANTING AREAS.

2. LOCATIONS OF PLANTS ARE SCHEMATIC. ALL SHRUBS TO BE PLANTED A MINIMUM OFFSET OF TWO (2) FEET FROM ANY EXISTING UTILITIES OR STRUCTURES AND TREES A MINIMUM THREE (3) FEET FROM UTILITIES OR STRUCTURES.

3. ALL TREES TO BE TAGGED BY LANDSCAPE ARCHITECT PRIOR TO PURCHASE.

4. LANDSCAPE ARCHITECT OR PROJECT REPRESENTATIVE TO BE PRESENT TO APPROVE PLANT MATERIAL WHEN DELIVERED TO PROJECT SITE.

5. PLANTS ARE SHOWN DIAGRAMMATICALLY ON PLAN THEREFORE PLANT SPACING IN PLANTING NOTES AND PLANTING SPECIFICATIONS TAKE PRECEDENCE TO PLANTS SHOWN ON THE PLAN. CONTRACTOR IS TO CALCULATE QUANTITY OF PLANTS CALLED FOR AND INSTALL ALL THAT ARE SHOWN ON PLAN.

6. ALL LANDSCAPE PLANTING, IRRIGATION AND PAVING DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED AND APPROVED BY OWNER'S REPRESENTATIVE BEFORE 100% COMPLETION OF CONSTRUCTION.

7. BEFORE THE DEMOLITION AND REMOVAL OF ANY EXISTING TREES, THE CONTRACTOR SHALL CONTACT THE OWNER'S REPRESENTATIVE AND HE WILL DESIGNATE ALL THE TREES TO BE PROTECTED IN PLACE OR TO BE REMOVED

8. REMOVED TREES SHALL BE COMPLETELY REMOVED, INCLUDING LIMBS AND TRUNK, WITH THE STUMP GROUND DOWN TO WITHIN SIX TO EIGHT INCHES BELOW THE SURFACE OF THE GROUND. STUMP SHALL BE GROUND IN ALL AREAS ACCESSIBLE BY EQUIPMENT.

9. CONTRACTOR SHALL PROTECT ALL PLANTS THAT ARE DESIGNATED "PROTECT IN PLACE" IF A PLANT WITH THIS DESIGNATION IS DAMAGED OR REMOVED THE CONTRACTOR SHALL REPLACE THE PLANT WITH THE SAME SIZE AND SPECIES.

10. EXISTING TREES THAT ARE TO BE REMOVED SHALL INCLUDE ROOTS. TYP.
11. ALL TREES PLANTED WITHIN 10' OF ANY HARDSCAPE AREAS (STREET CURBS, DRIVEWAYS, AND SIDEWALKS) SHALL INCLUDE LINEAR ROOT BARRIERS. THE ROOT BARRIER SHALL EXTEND 5' ON EITHER SIDE OF TREE TRUNK. OBTAIN BARRIERS FROM DEEP ROOT, (800) 766-8835, OR APPROVED EQUAL.
SPECIFICATION FOLLOWS:
- FOR (36" BX, 24" BX, & 15 GAL.) TREES PLANTED WITHIN THE LIMIT OF: CURBS AND DRIVEWAYS USE MODEL#UB18-2
- FOR (36" BX, 24" BX, & 15 GAL.) TREES PLANTED WITHIN THE LIMIT OF:SIDEWALKS AND PATHWAYS USE MODEL#LB12-2

12. ALL AREAS PLANTED WITH SHRUBS TO BE COVERED WITH A LAYER OF 3-4" MULCH UNDER AND BETWEEN ALL PLANTS SO AS TO LEAVE SOIL COMPLETELY COVERED WITH MULCH. NO MULCH SHALL BE PLACED WITHIN 2' OF NEW TREE TRUNKS.

13. ALL AREAS PLANTED WITH SHRUBS TO BE COVERED WITH A LAYER OF MULCH PER NOTE #12.

14. PRIOR TO PLANTING A TREE FILL THE HOLE WITH 10 GALLONS OF WATER. LET DRAIN, AMEND AND AFTER PLANTING, EACH TREE SHALL BE WATERED WITH A MINIMUM OF 20 GALLONS OF WATER. REPEAT THE WATERING TWICE IN THE NEXT 3 DAYS, NOT SOONER THAN AT 24-HOUR INTERVALS.

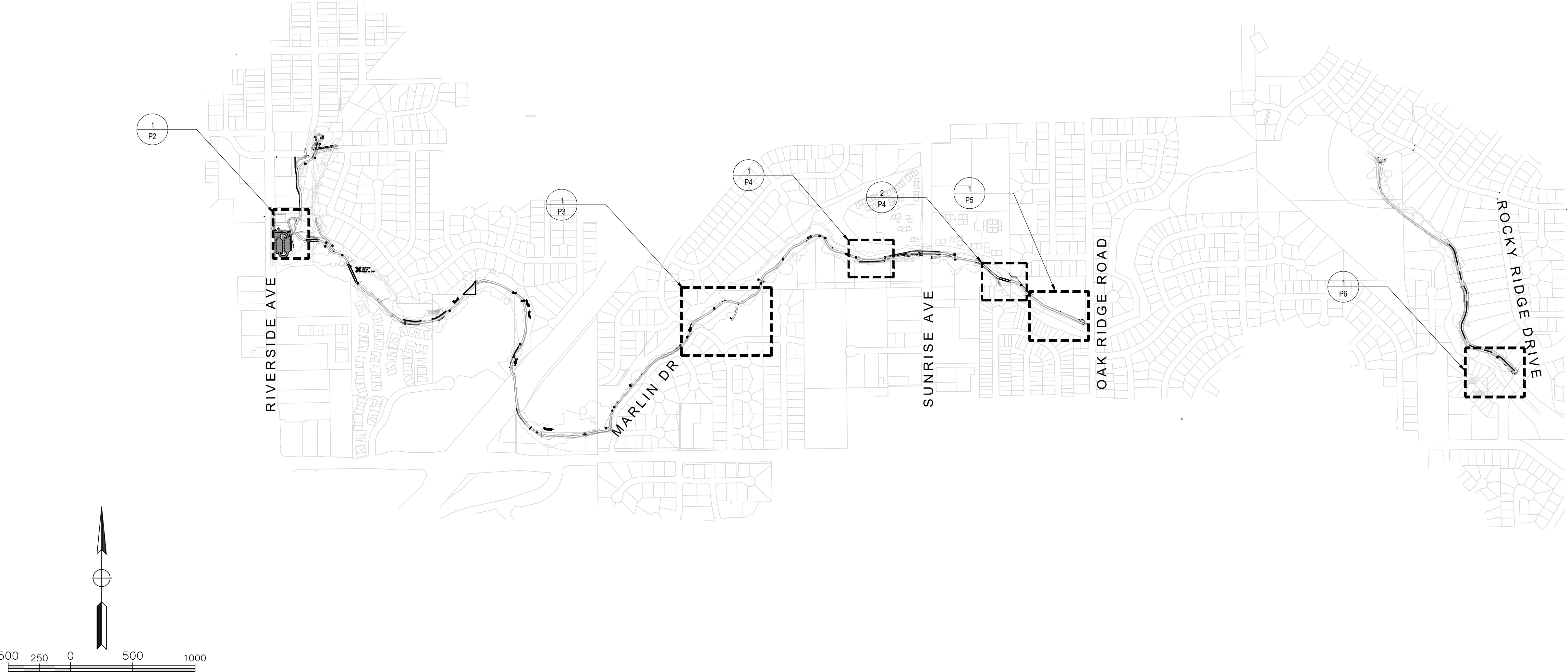
15. SOIL TESTS TO BE CONDUCTED AS DESCRIBED IN LANDSCAPE SPECIFICATIONS. THESE TESTS ARE TO DETERMINE RECOMMENDED AMOUNTS OF FERTILIZER AND ANY HARMFUL SUBSTANCES THAT REQUIRE MITIGATION. SEE SPECIFICATIONS FOR FURTHER INFORMATION.

16. DURING SOIL PREPARATION AMEND WITH GYPSUM (AGRICULTURAL CALCIUM SULFATE CA SO4) PER AMOUNT RECOMMENDED BY THE SOIL TEST RESULTS. SEE SPECIFICATIONS FOR FURTHER INFORMATION.

17. CONTRACTOR SHALL REPAIR ANY EXISTING IRRIGATION EQUIPMENT, DAMAGED DURING CONSTRUCTION, TO OPERABLE CONDITION.

18. LANDSCAPE CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE GENERAL CONTRACTOR TO DISCUSS LANDSCAPE ISSUE BEFORE START OF CONSTRUCTION.

19. STREET TREES WITHIN PUBLIC RIGHT-OF-WAY ARE TO BE PLANTED PER APPROVED STREET IMPROVEMENT PLANS.



REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK		ELEV.	SEE NOTES
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FIELD BOOK	
SCALE	
HORIZ.	
VERT.	

CITY# 400022

304 12th St, Suite 2A Oakland, CA 94607 (510) 540-5008
DESIGNED BY: MM/RB/BB DATE: 5/2023
CHECKED BY: BB/ED DATE: 5/2023
DRAWN BY: MM DATE: 5/2023

DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
LANDSCAPE OVERVIEW AND NOTES

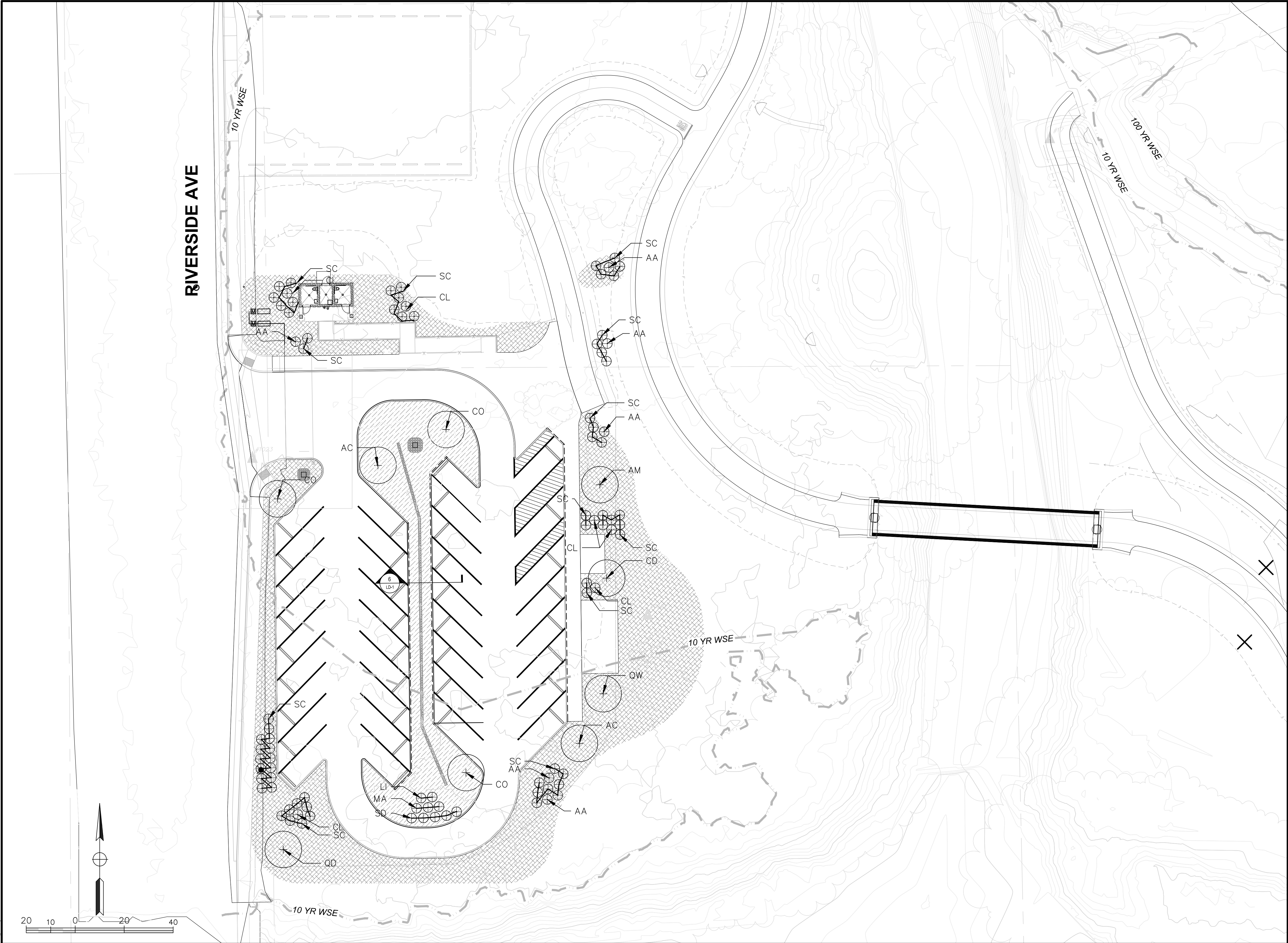
P-1

SHEET 93 OF 168

Xrefs: DCBT-C-BORDER(20-103-SCHEDULES)V-TPC-DryCreek_Topo-All(Surface_2020_PartitionA)DCBT-X-P(DCBT-C-RD)20-103-LWD_Base| burchfield_stamp_signed
Images: cropped COR_black_logo.tif

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Xrefs: DCBT-C-BORDER(20-103-SCHEDULES)V-TPC-DryCreek_Topo-All(Surface_2020_Partition)DCBT-X-PL(DCBT-C-RD)20-103-LWD_Base(20-103-LWD_GRA)DCBT-C-TOPO-ADDITIONS] burchfield_stomp_signed
Images: cropped COR block logo.tif



CONCEPT PLANT LIST:	
+	CANOPY TREE
	AC Aesculus californica / California Buckeye
	AM Arbutus menziesii / Pacific Madrone
	CD Cercidium x 'Desert Museum' / Desert Museum Palo Verde
	CO Cercis occidentalis / Western Redbud
	QD Quercus douglasii / Blue Oak
+	QW Quercus wislizenii / Interior Live Oak
	UC Umbellularia californica / California Laurel
+	LARGE SHRUB
	AA Arctostaphylos x 'Austin Griffiths' / Austin Griffiths Manzanita
	CL Chilopsis linearis / Desert Willow
	LI Lonicera involucrata / Twinberry
	MA Mahonia aquifolium / Oregon Grape
	SC Salvia clevelandii / Cleveland Sage
+	SD Spirea douglasii / Rose Spirea
+	PERENNIAL AND GRASSES
	Asclepias speciosa / Showy Milkweed
	Bouteloua gracilis / Blue Grama Grass
	Calochortus venustus / Butterfly Mariposa
	Eriophyllum confertiflorum / Golden Yarrow
	Eschscholzia californica / California Poppy
	Hordeum brachyantherum californicum / California Meadow Barley
	Lupinus albifrons / Silver Lupine
	Lupinus nanus / Sky Lupine
	Melica californica / California Melicgrass
	Monardella villosa / Coyote Mint
	Solidago velutina California / California Goldenrod
	Stipa lepida / Small Flowered Needlegrass
	Stipa pulchra / Purple Needlegrass
	Symphotrichum chilense / California Aster
+	RAIN GARDEN AREA
	Eriogonum grande var. rubescens / Red-flowered Buckwheat
	Festuca californica / California Fescue
	Muhlenbergia rigens / Deer Grass
	Myrica californica / Pacific Wax Myrtle
	Rudbeckia californica / California Cone Flower
	Salvia spathacea / Hummingbird Sage

REVISIONS				BENCH MARK		FIELD BOOK		CITY# 400022		304 12th St, Suite 2A Oakland, CA 94607 (510) 540-5008		DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT LANDSCAPE PLAN		P-2
NO.	DESCRIPTION	DATE	BY	ELEV.	SEE NOTES	SCALE	SCALE			DESIGNED BY: MM/RB/BB	DATE: 5/2023			
						HORIZ.	HORIZ.			CHECKED BY: BB/ED	DATE: 5/2023			
						VERT.	VERT.			DRAWN BY: MM	DATE: 5/2023			

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DESIGNED BY: MM/RB/BB

CHECKED BY: BB/ED

DRAWN BY: MM

DATE: 5/2023

DATE: 5/2023

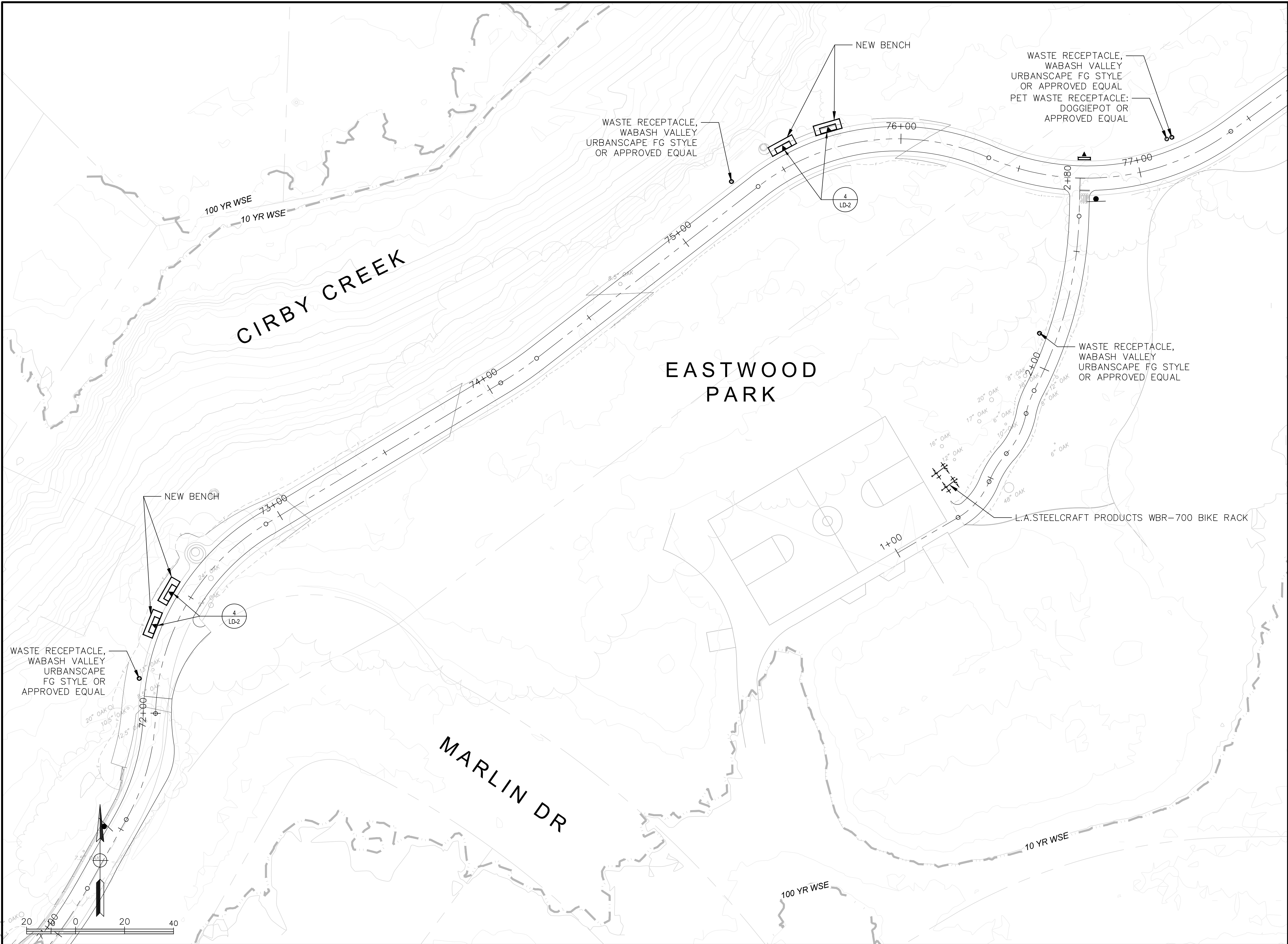
DATE: 5/2023

STATE OF CALIFORNIA

DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT LANDSCAPE PLAN

168

Xrefs: DCBT-C-BORDER[20-103-SCHEDULES]V-TPC-DryCreek_Topo-All[Surface_2020_Partition]DCBT-X-P[DCBT-C-RD]20-103-LWD_Base[20-103-LWD_GRA]Surface_2020_Partition[DCBT-C-TOPO-ADDITIONS]DCBT-C-ALON| burchfield_stamp_signed
Images: cropped COR_black_logo.tif



REVISIONS			
NO.	DESCRIPTION	DATE	BY

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FIELD BOOK
SCALE
HORIZ. _____
VERT. _____

CITY# 400022

CITY OF

ROSEVILLE

CALIFORNIA

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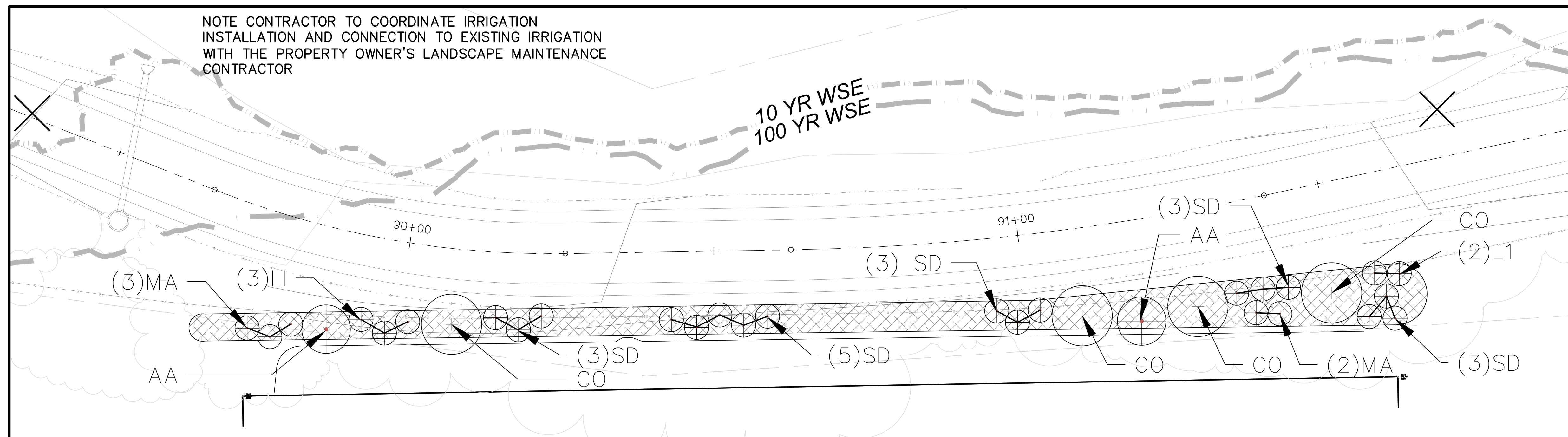
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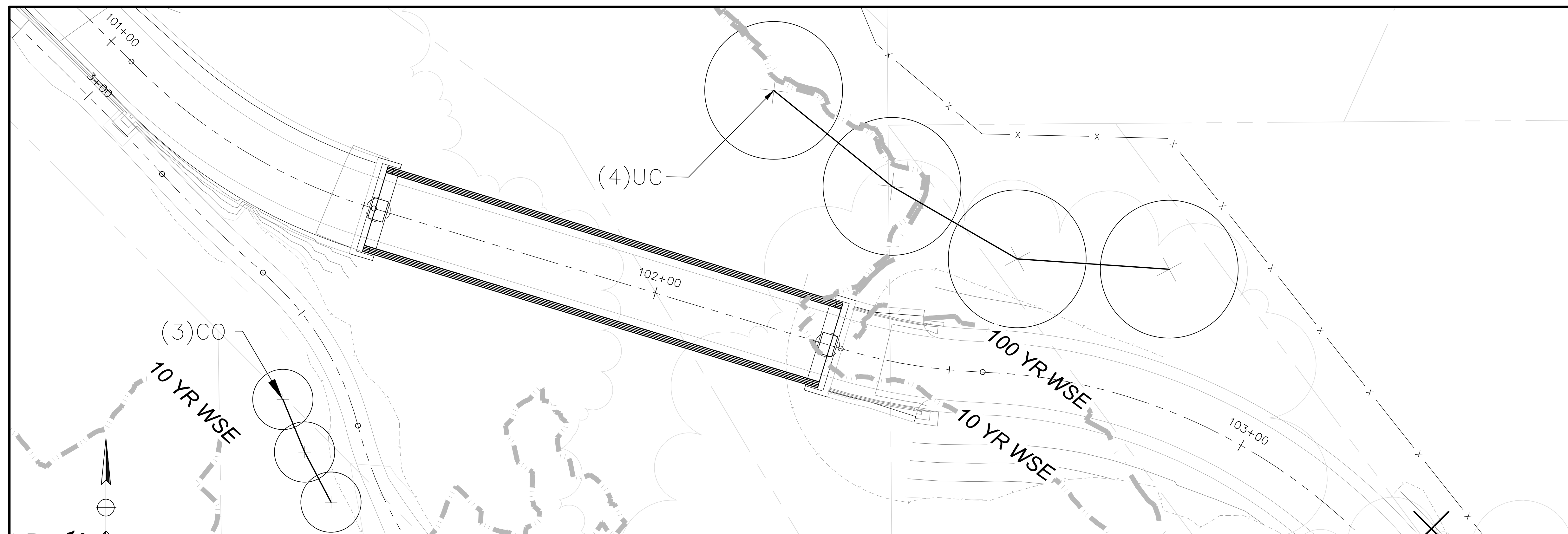
DRY CREEK GREENWAY EAST PHASE 1

TRAIL IMPROVEMENT PROJECT

LANDSCAPE & FURNISHING PLAN



PLAN 1



PLAN 2

CONCEPT PLANT LIST:



CANOPY TREE

AC *Aesculus californica* / California Buckeye
AM *Arbutus menziesii* / Pacific Madrone
CD *Cercidium* x 'Desert Museum' / Desert Museum
Palo Verde
CO *Cercis occidentalis* / Western Redbud
QD *Quercus douglasii* / Blue Oak
QW *Quercus wislizenii* / Interior Live Oak
UC *Umbellularia californica* / California Laurel

LARGE SHRUB
AA *Arctostaphylos* x 'Austin Griffiths' / Austin Griffiths Manzanita
CL *Chilopsis linearis* / Desert Willow
LI *Lonicera involucrata* / Twinberry
MA *Mahonia aquifolium* / Oregon Grape
SC *Salvia clevelandii* / Cleveland Sage
SD *Spirea douglasii* / Rose Spirea



PERENNIAL AND GRASSES

Asclepias speciosa / Showy Milkweed
Bouteloua gracilis / Blue Grama Grass
Calochortus venustus / Butterfly Mariposa
Eriophyllum confertiflorum / Golden Yarrow
Eschscholzia californica / California Poppy
Hordeum brachyantherum californicum
/ California Meadow Barley
Lupinus albus / Silver Lupine
Lupinus nanus / Sky Lupine
Melica californica / California Melicgrass
Monardella villosa / Coyote Mint
Solidago velutina Californica / California
Goldenrod
Stipa lepidota / Small Flowered Needlegrass
Stipa pulchra / Purple Needlegrass
Symphyotrichum chilense / California Aster



RAIN GARDEN AREA
 Eriogonum grande var. rubescens
 / Red-flowered Buckwheat
 Festuca californica / California Fescue
 Muhlenbergia rigens / Deer Grass
 Myrica californica / Pacific Wax Myrtle
 Rudbeckia californica / California Cone Flower
 Salvia spathacea / Hummingbird Sage

LEGEND

[illegible]

BENCH MARK ELEV. SEE NOTES

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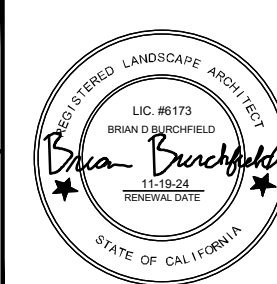
FIELD BOOK	
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HORIZ. _____	
VERT. _____	

CITY#	400022
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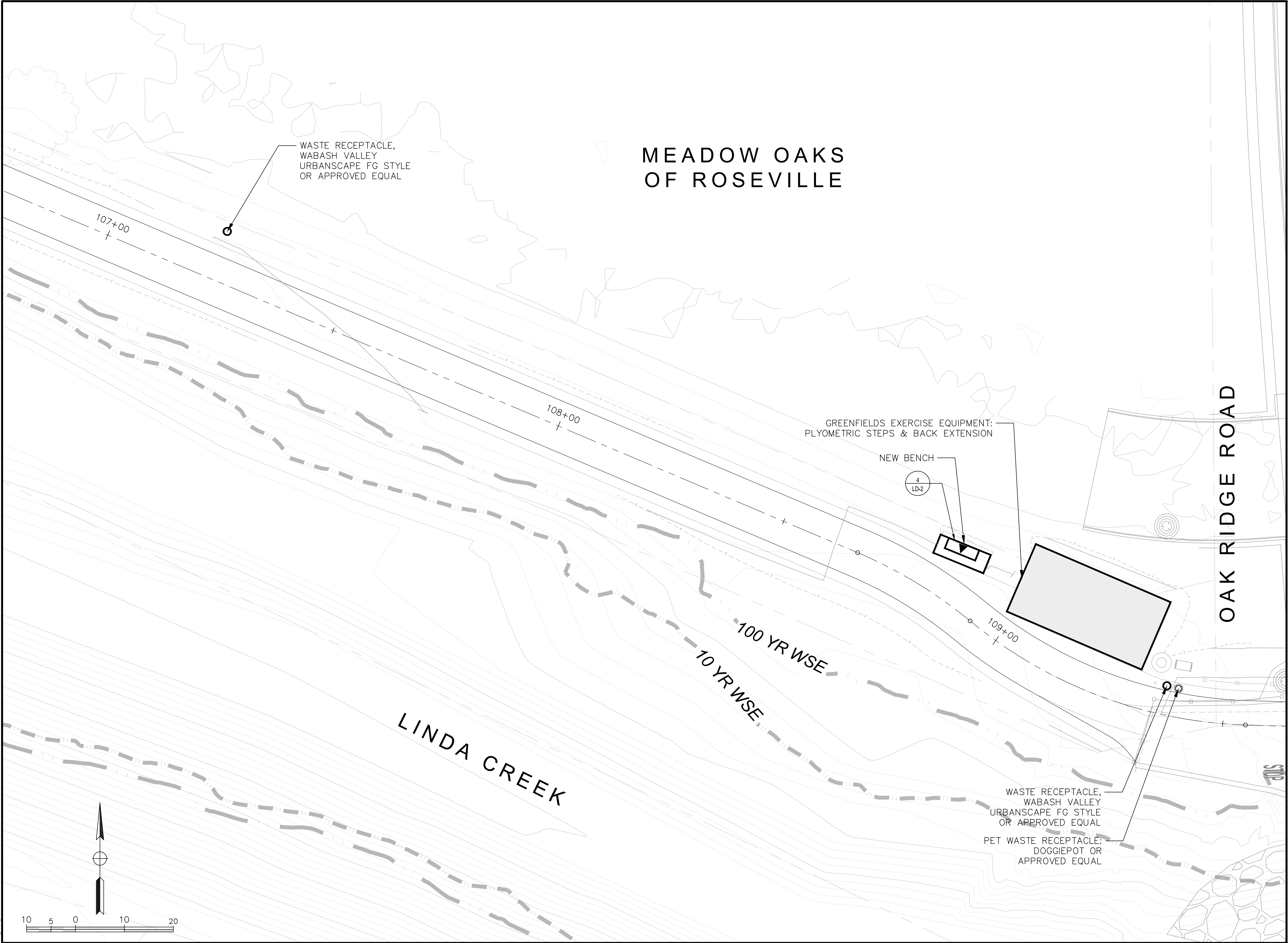
DESIGNED BY: MM/RB/BB	DATE 5/2023
CHECKED BY: BB/ED	DATE 5/2023
DRAWN BY: MM	DATE 5/2023



DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT LANDSCAPE & FURNISHING PLAN

P-4
SHEET
96
— OF —
168

Xrefs: DCBT-C-BORDER[20-103-SCHEDULES[V-TPC-DryCreek_Topo-All[Surface_2020_PartitionA[DCBT-X-PL[DCBT-C-RD[20-103-LWD_Base[20-103-LWD_GRA[DCBT-C-TOPO-ADDITIONS[Surface_2020_Partition[Surface_2020_PartitionB[DCBT-C-ALON] burchfield_stamp_signed
Images: cropped COR block logo.tif



REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.	SEE NOTES
THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.		

FIELD BOOK
SCALE
HORIZ. _____
VERT. _____

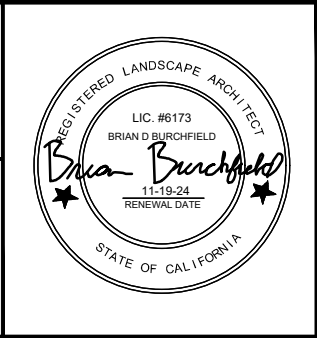
CITY# 400022

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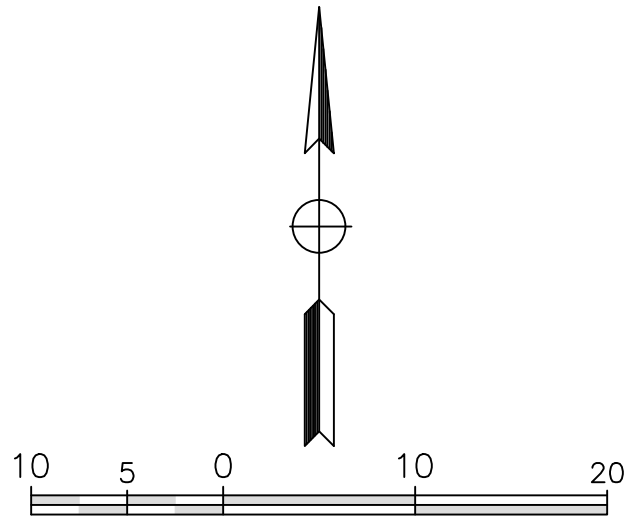
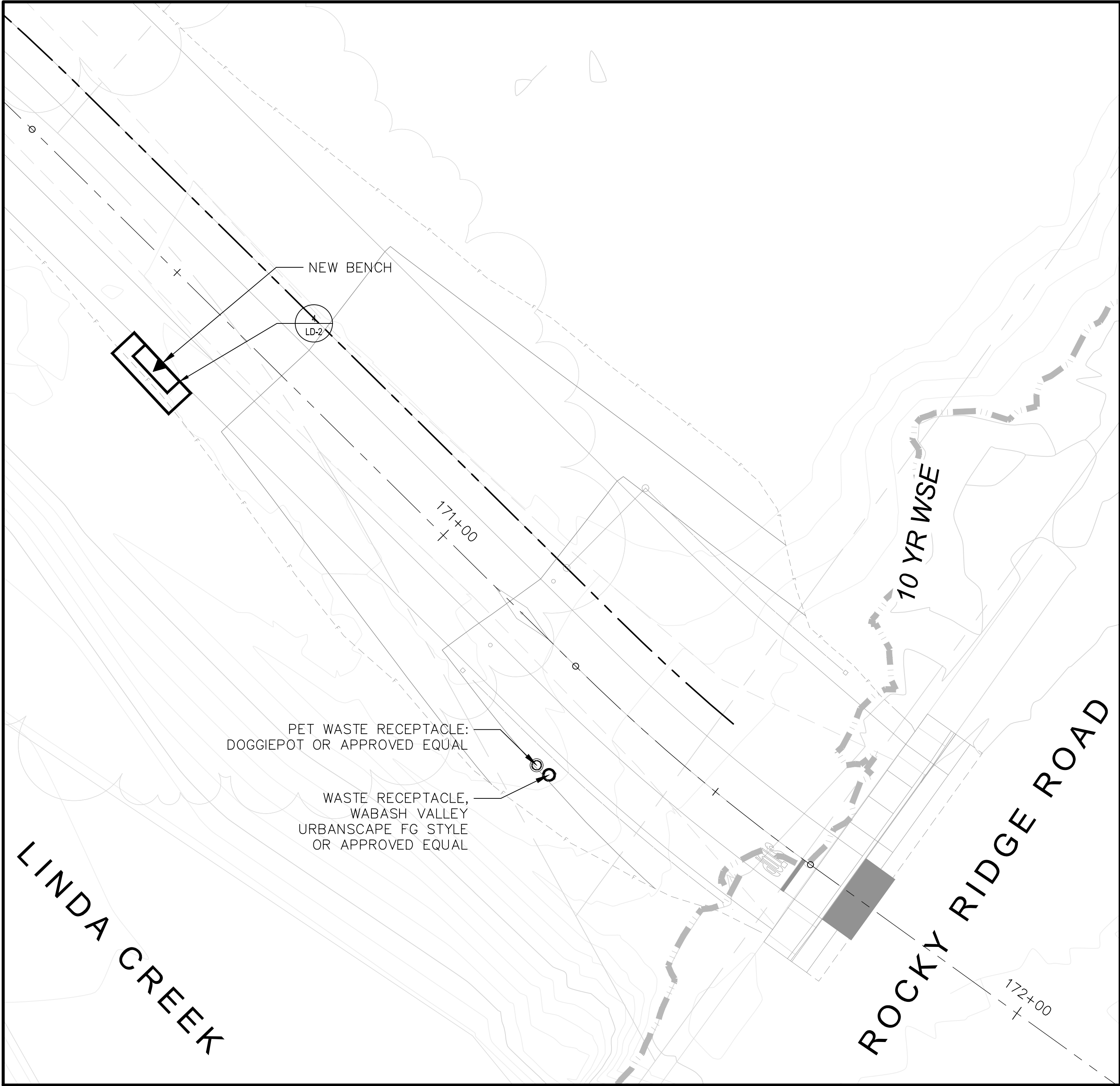


DRY CREEK GREENWAY EAST PHASE 1

TRAIL IMPROVEMENT PROJECT

LANDSCAPE & FURNISHING PLAN

Xrefs: DCBT-C-BORDER(20-103-SCHEDULES)V-TPC-DryCreek_Topo-All(Surface_2020_PartitionA[DCBT-X-PI][DCBT-C-RD(20-103-LWD_Base(20-103-LWD_GRA(Surface_2020_PartitionB[DCBT-C-ALON] burchfield_stamp_signed
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REVISIONS			
NO.	DESCRIPTION	DATE	BY

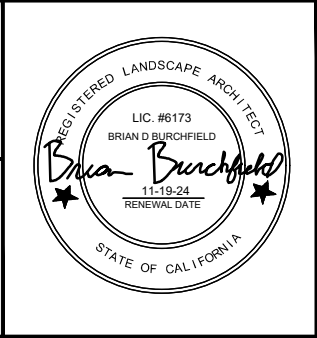
BENCH MARK	ELEV.	SEE NOTES
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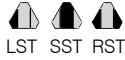
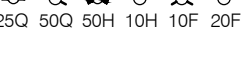
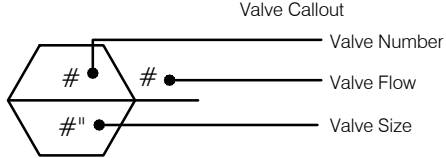
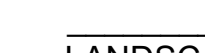
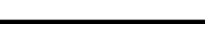
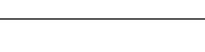
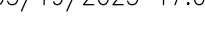


DRY CREEK GREENWAY EAST PHASE 1

TRAIL IMPROVEMENT PROJECT

LANDSCAPE & FURNISHING PLAN

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	DETAIL	SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	DETAIL
	Rain Bird R-VAN-STRIP RD-12-SAM-P45 Shrub Rotary, 5'x15' (LCS and RCS), 5'x30' (SST) Hand Adjustable Multi-Stream Rotary w/ RD1800 shrub spray body on 12" pop-up, with check valve and 45 psi in-stem pressure regulator. 1/2" NPT Female Threaded Inlet.	2	45	2/ID-2		Rain Bird PESB 1", 1-1/2", 2" Plastic Industrial Valves. Low Flow Operating Capability, Globe Configuration. With Scrubber Technology for Reliable Performance in Dirty Water Irrigation Applications.	5	1/ID-1
	Rain Bird R-VAN14 RD-12-SAM-P45 Shrub Rotary, 8'-14' 45-270 degrees and 360 degrees. Hand Adjustable Multi-Stream Rotary w/RD1800 shrub spray body on 12" pop-up, with check valve and 45 psi in-stem pressure regulator. 1/2" NPT Female Threaded Inlet.	14	45	2/ID-2		Rain Bird 44-LRC 1" Brass Quick-Coupling Valve, with Corrosion-Resistant Stainless Steel Spring, Locking Thermoplastic Rubber Cover, and 2-Piece Body.	4	3/ID-1
	Rain Bird R-VAN18 RD-12-SAM-P45 Shrub Rotary, 13'-18' 45-270 degrees and 360 degrees. Hand Adjustable Multi-Stream Rotary w/RD1800 shrub spray body on 12" pop-up, with check valve and 45 psi in-stem pressure regulator. 1/2" NPT Female Threaded Inlet.	12	45	2/ID-2		Nibco T-113 Class 125 bronze gate shut off valve with wheel handle, same size as mainline pipe diameter at valve location. Size Range - 1/4" - 3"	3	4/ID-1
	Rain Bird R-VAN24 RD-12-SAM-P45 Shrub Rotary, 17'-24' 45-270 degrees and 360 degrees. Hand Adjustable Multi-Stream Rotary w/RD1800 shrub spray body on 12" pop-up, with check valve and 45 psi in-stem pressure regulator. 1/2" NPT Female Threaded Inlet.	5	45	2/ID-2		Buckner-Superior 3000 1" Normally Closed Brass Master Valve that Provides Dirty Water Protection and 3-Way Solenoid Design. Available in 1", 1-1/4", 1-1/2", 2", 2-1/2" and 3" sizes.	1	5/ID-1
	Hunter PROS-06-CV-MSBN 10F Multi-Stream Bubbler, 6" pop-up, factory installed drain check valve, 25= 25gpm, 50=0.5gpm, 10=1.0gpm, 20=2.0gpm.	33	30	7/ID-1		Febco 825Y 1" Reduced Pressure Backflow Preventer	1	1/ID-2
	Rain Bird RWS-B-C 1401 Root Watering System with 4.0" diameter x 36.0" long with locking grate, semi-rigid mesh tube, and check valve. Rain Bird bubbler option as indicated: 1401 0.25 GPM, 1402 0.5 GPM, 1404 1.0 GPM, 1408 2.0 GPM.	18	30	6/ID-1		Controller by calsense CS3000-8-S1/CS3000-GR/GR-STUBBY/COMM5YR/ FM-1.25B	1	4/ID-2
						Calsense FM1.25-B	1	5/ID-1
						Barrett IBCM1-1-2-1.5/VFD-F/QP Simplex Water Pressure Booster System as Designed and Fabricated by Barrett Engineered Pumps. 1/2 HP 60 feet pump total head	1	3/ID-2
						Water Meter 1" City of Roseville	1	
						Irrigation Lateral Line: PVC Schedule 40	1,580 l.f.	
						Irrigation Mainline: PVC Schedule 40	337.1 l.f.	
						Pipe Sleeve: PVC Class 200 SDR 21	153.6 l.f.	
								
								
								
								
								
								
								
								
								
								
								
								
								

IRRIGATION NOTES

1. THE CONTRACTOR SHALL REVIEW RELATED DRAWINGS AND SHALL ENSURE COORDINATION WITH ALL APPLICABLE TRADES PRIOR TO SUBMITTING BID.
2. THE IRRIGATION SYSTEM SHALL BE INSTALLED IN CONFORMANCE WITH ALL APPLICABLE STATE AND LOCAL CODES AND ORDINANCES BY LICENSED CONTRACTORS AND EXPERIENCED WORKERS. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED PERMITS AND FEES RELATING TO THE WORK.
3. THIS DESIGN IS DIAGRAMMATIC. ALL PIPING, VALVES, ETC. SHOWN WITHIN PAVED AREAS IS FOR DESIGN CLARIFICATION ONLY AND SHALL BE INSTALLED IN PLANTING AREAS A MINIMUM OF 18" FROM ADJACENT HARDSCAPE. AVOID ANY CONFLICTS BETWEEN THE IRRIGATION SYSTEM, PLANTING AND ARCHITECTURAL FEATURES. PARALLEL PIPES MAY BE INSTALLED IN COMMON TRENCH. PIPES ARE NOT TO BE INSTALLED DIRECTLY ABOVE ONE ANOTHER.
4. DO NOT WILLFULLY INSTALL THE IRRIGATION SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES OR DIFFERENCES IN THE AREA DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. SUCH OBSTRUCTIONS OR DIFFERENCES SHOULD BE BROUGHT TO THE ATTENTION OF THE CITY'S AUTHORIZED REPRESENTATIVE. IN THE EVENT THAT THIS NOTIFICATION IS NOT PERFORMED, THE IRRIGATION CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY.
5. IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO BE FAMILIAR WITH ALL GRADE DIFFERENCES, LOCATION OF WALLS, RETAINING WALLS, ETC. THEY SHALL COORDINATE THEIR WORK WITH THE GENERAL CONTRACTOR AND OTHER SUBCONTRACTORS FOR THE LOCATION AND THE INSTALLATION OF PIPE SLEEVES THROUGH WALLS, UNDER ROADWAYS, PAVING, STRUCTURES, ETC. CONTRACTOR TO VERIFY THE LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES PRIOR TO THE EXCAVATION OF TRENCHES. CONTRACTOR IS TO REPAIR ANY DAMAGE CAUSED BY THE WORK AT NO ADDITIONAL COST TO THE OWNER.
6. DUE TO THE SCALE OF THE DRAWINGS, IT IS NOT POSSIBLE TO INDICATE ALL OFFSETS, FITTINGS, SLEEVES, ETC., WHICH MAY BE REQUIRED. THE CONTRACTOR SHALL CAREFULLY INVESTIGATE THE STRUCTURAL AND FINISHED CONDITIONS AFFECTING ALL OF THE WORK AND PLAN THE WORK ACCORDINGLY, FURNISHING SUCH FITTINGS, ETC., AS MAY BE REQUIRED TO MEET SUCH CONDITIONS. DRAWINGS ARE GENERALLY DIAGRAMMATIC AND INDICATIVE OF THE WORK TO BE INSTALLED. THE WORK SHALL BE INSTALLED IN SUCH A MANNER AS TO AVOID CONFLICTS BETWEEN IRRIGATION SYSTEMS, PLANTING, AND ARCHITECTURAL FEATURES.
7. IRRIGATION CONTROL WIRE SHALL BE #12, U.L. APPROVED FOR DIRECT BURIAL. COMMON WIRE SHALL BE #12 U.L. APPROVED AND SHALL BE WHITE IN COLOR. WIRING TO INDIVIDUAL REMOTE CONTROL VALVES SHALL BE COLOR OTHER THAN WHITE.
8. EACH CONTROLLER SHALL HAVE ITS OWN INDEPENDENT GROUND WIRE.
9. REMOTE CONTROL VALVES SHALL BE WIRED TO CONTROLLER IN SEQUENCE AS SHOWN ON PLANS. RUN WIRE FROM EACH RCV TO THE CONTROLLER. SPLICING WIRES TOGETHER OUTSIDE OF VALVE BOXES WILL NOT BE PERMITTED.
10. SPLICING OF 24-VOLT WIRES WILL NOT BE PERMITTED EXCEPT IN VALVE BOXES. LEAVE A 36" COIL OF EXCESS WIRE AT EACH SPLICE AND 100 FEET ON CENTER ALONG WIRE RUN. TAPE WIRE IN BUNDLES 10 FEET ON CENTER. NO TAPING PERMITTED INSIDE SLEEVES.
11. INSTALL ONE (1) SPARE CONTROL WIRE FOR EVERY 6 (SIX) STATIONS ON THE CONTROLLER ALONG THE ENTIRE MAIN LINE. SPARE WIRES SHALL BE THE SAME COLOR (ONE WITH A WHITE STRIPE) AND OF A DIFFERENT COLOR THAN OTHER CONTROL WIRES. LOOP 36" EXCESS WIRE INTO EACH SINGLE VALVE BOX AND INTO ONE VALVE BOX IN EACH GROUP OF VALVES.
12. INSTALL VALVE BOXES MINIMUM 12" FROM AND PERPENDICULAR TO WALK, CURB, OR LANDSCAPE FEATURE. AT MULTIPLE VALVE BOX GROUPS, EACH BOX SHALL BE AN EQUAL DISTANCE FROM THE WALK, CURB, ETC. AND EACH BOX SHALL BE MINIMUM 12" APART. SHORT SIDE OF VALVE BOXES SHALL BE PARALLEL TO WALK, CURB, ETC.
13. REMOTE CONTROL VALVES AND ISOLATION VALVE LOCATIONS ON THIS DRAWING ARE APPROXIMATE. THE CONTRACTOR SHALL STAKE OUT EACH REMOTE CONTROL VALVE AND ISOLATION VALVE LOCATION FOR REVIEW AND APPROVAL BY THE CITY INSPECTOR PRIOR TO INSTALLATION OF ALL VALVES. FINAL LOCATION AND EXACT POSITIONING FOR REMOTE CONTROL VALVES AND ISOLATION VALVES SHALL BE DETERMINED BY THE CITY INSPECTOR. MINOR MODIFICATIONS OF VALVE LOCATIONS AS REQUESTED BY THE COUNTY INSPECTOR SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CITY.
14. LOCATE QUICK COUPLING VALVE 12" FROM HARDSCAPE AREA.
15. ALL MAIN LINES SHALL BE FLUSHED PRIOR TO THE INSTALLATION OF IRRIGATION HEADS. AT 30 DAYS AFTER INSTALLATION EACH SYSTEM SHALL BE FLUSHED TO ELIMINATE GLUE AND DIRT PARTICLES FROM THE LINES.
16. NOTIFY CITY INSPECTOR OF ANY ASPECTS OF LAYOUT THAT WILL PROVIDE INCOMPLETE OR INSUFFICIENT WATER COVERAGE OF PLANT MATERIAL AND DO NOT PROCEED UNTIL INSTRUCTIONS ARE OBTAINED. REPAIR ALL EXISTING MATERIALS DAMAGED DURING CONSTRUCTION.
17. IN ADDITION TO THE SLEEVES AND CONDUITS SHOWN ON THE DRAWINGS, THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE INSTALLATION OF SLEEVES AND CONDUITS OF SUFFICIENT SIZE UNDER ALL PAVED AREAS.
18. SLEEVES SHALL BE MINIMUM 2X DIAMETER OF PIPE SLEEVES. ALL CONTROL WIRE SHALL BE INSTALLED IN A SEPARATE 2-INCH CONDUIT UNDER PAVING. SLEEVEING SHALL EXTEND MINIMUM 12" BEYOND PAVING.
19. ALL EXCAVATIONS ARE TO BE FILLED WITH COMPACTED BACKFILL. CONTRACTOR TO REPAIR ALL SETTLED TRENCHES PROMPTLY, FOR A PERIOD OF 1 YEAR AFTER COMPLETION OF WORK. ADDITIONALLY, CONTRACTOR SHALL WARRANT THAT THE IRRIGATION SYSTEM WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF 1 YEAR AFTER FINAL ACCEPTANCE OF WORK.
20. THE IRRIGATION SYSTEM DESIGN IS BASED ON THE MINIMUM OPERATING PRESSURE SHOWN ON THE IRRIGATION DRAWINGS. THE IRRIGATION CONTRACTOR SHALL VERIFY WATER PRESSURE PRIOR TO CONSTRUCTION. REPORT ANY DIFFERENCE BETWEEN THE WATER PRESSURE INDICATED ON THE DRAWINGS AND THE ACTUAL PRESSURE READING AT THE IRRIGATION POINT OF CONNECTION TO THE CITY'S AUTHORIZED REPRESENTATIVE.
21. IRRIGATION DEMAND: REFER TO SHEET IR-02.
22. OPERATE IRRIGATION CONTROLLER(S) BETWEEN THE HOURS OF 10:00 PM AND 7:00 AM.
23. IRRIGATION CONTRACTOR SHALL PROVIDE AND PAY FOR INSPECTION AND TESTING OF BACKFLOW PREVENTION DEVICE. INSPECTION SHALL BE PERFORMED BY AN INSPECTOR CERTIFIED BY THE CITY OF ROSEVILLE DEPARTMENT OF ENVIRONMENTAL UTILITIES. THE INSPECTION CERTIFICATION SHALL BE COMPLETED AND SUBMITTED TO THE WATER PURVEYOR, AND A COPY SHALL BE SUBMITTED TO THE CITY INSPECTOR AND DEPARTMENT OF ENVIRONMENTAL UTILITIES.
24. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT AT 811 AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION.

"I HAVE COMPLIED WITH THE CRITERIA OF THE WATER EFFICIENT LANDSCAPE ORDINANCE AND APPLIED THEM ACCORDINGLY FOR THE EFFICIENT USE OF WATER IN THE IRRIGATION DESIGN PLAN."

LANDSCAPE ARCHITECT 08/12/2022 DATE

NO.

REVISIONS

DESCRIPTION

DATE

BY

BENCH MARK

ELEV.

SEE NOTES

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FIELD BOOK

CITY# 400022





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DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT IRRIGATION LEGEND AND NOTES

SHEET 99 OF 168

WATER EFFICIENT LANDSCAPE CALCULATION

Water Efficient
Landscape Worksheet
Adapted from California Code
of Regulations Title 23,
Division 2, Chapter 2.7. Model
Water Efficient Landscape
Ordinance

Site Information

Site Name → ROSEVILLE DRY CREEK GREENWAY EAST PHASE I

Site Type → Commercial

Allowed ETAF: 0.45

Annual Eto (inches/yr) → 52.2

Hydrozone or Planting Description	Plant Factor (PF)	Irrigation Method	Irrigation Efficiency (IE)	ETAF (PF/IE)	Hydrozone Area (sqft.)	ETAF x Area	Estimated Total Water Use (gal./yr.)	
Regular Landscape Areas								
1	0.1	Low	drip	0.81	0.1	2,173	268	8,682
2	0.2	Low	bubbler	0.81	0.2	1,530	378	12,226
3	0.1	Low	drip	0.81	0.1	3,127	386	12,494
4	0.2	Low	bubbler	0.81	0.2	2,145	530	17,141
5	0.5	Mod./Ave.	drip	0.81	0.6	3,604	2,225	72,000
6	0.2	Low	bubbler	0.81	0.2	2,860	706	22,855
7	0.1	Low	bubbler	0.81	0.1	786	97	3,141
8	0.2	Low	rotary spray	0.75	0.3	4,774	1,273	41,202
SUBTOTAL →					20,999	5,863	189,740	
Special Landscape Areas								
					1		0	0
					1		0	0
					1		0	0
					1		0	0
SUBTOTAL →					0	0	0	
Estimated Total Water Use (ETWU) →							189,740	
Maximum Allowed Water Allowance (MAWA) →							373,786	

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area5,863

Total Area20,999

Average ETAF0.28

All Landscape Areas

Total ETAF x Area5,863

Total Area20,999

Sitewide ETAF0.28

Notes:

ETWU is less than MAWA

Tree Hydrozone Area based on avg. tree canopy size

CRITICAL ANALYSIS

Generated: 2022-08-11 13:24

P.O.C. NUMBER: 01
Water Source Information: City of Roseville

FLOW AVAILABLE
Water Meter Size: 1"
Flow Available 37.5 GPM

PRESSURE AVAILABLE
Static Pressure at POC: 60.00 PSI
Elevation Change: 1.00 ft
Service Line Size: 2"
Length of Service Line: 10 ft
Booster Pump pressure provided: 25.00 psi
Pressure Available: 84.00 psi

DESIGN ANALYSIS
Maximum Station Flow: 30.19 GPM
Flow Available at POC: 37.5 GPM
Residual Flow Available: 7.31 GPM

Pressure Req. at Critical Station: 55.82 PSI
Loss for Fittings: 0.18 PSI
Loss for Main Line: 1.75 PSI
Loss for POC to Valve Elevation: 0 PSI
Loss for Backflow: 10.5 PSI
Loss for Master Valve: 5.78 PSI
Loss for Water Meter: 5.38 PSI
Critical Station Pressure at POC: 79.41 PSI
Pressure Available: 84 PSI
Residual Pressure Available: 4.59 PSI

WATERING SCHEDULE

NUMBER	MODEL	TYPE	PRECIP	SUN	MON	TUE	WED	THU	FRI	SAT	IN./WEEK	MIN./WEEK	GAL./WEEK	GAL./DAY
1	Rain Bird X CZ-100-PRB-COM	Area for Dripline	0.31 in/h		29 min			29 min			0.3	58	386.6	193.3
2	Rain Bird PESB	Bubbler	1.7 in/h				11 min				0.3	11	22	22
3	Rain Bird X CZ-100-PRB-COM	Area for Dripline	0.29 in/h		31 min			31 min			0.3	62	600.5	300.3
4	Rain Bird PESB	Bubbler	1.7 in/h				11 min				0.3	11	33	33
5	Rain Bird X CZ-100-PRB-COM	Area for Dripline	0.28 in/h			80 min			80 min		0.75	160	1,734	866.8
6	Rain Bird PESB	Bubbler	1.7 in/h				11 min				0.3	11	44	44
7	Rain Bird PESB	Bubbler	30.64 in/h				1 min				0.3	1	8.3	8.3
8	Rain Bird PESB	Shrub Rotary	0.59 in/h			16 min			16 min		0.3	31	936.0	468.0
TOTALS:					60	96	34	60	96			345	3,764	1,936

Xrefs: DCBT-C-BORDER(20-103-LWD-Irrigation) burchfield_stamp_signed
Images: cropped COR_black_logo.tif

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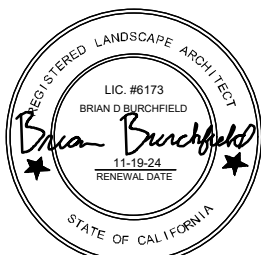


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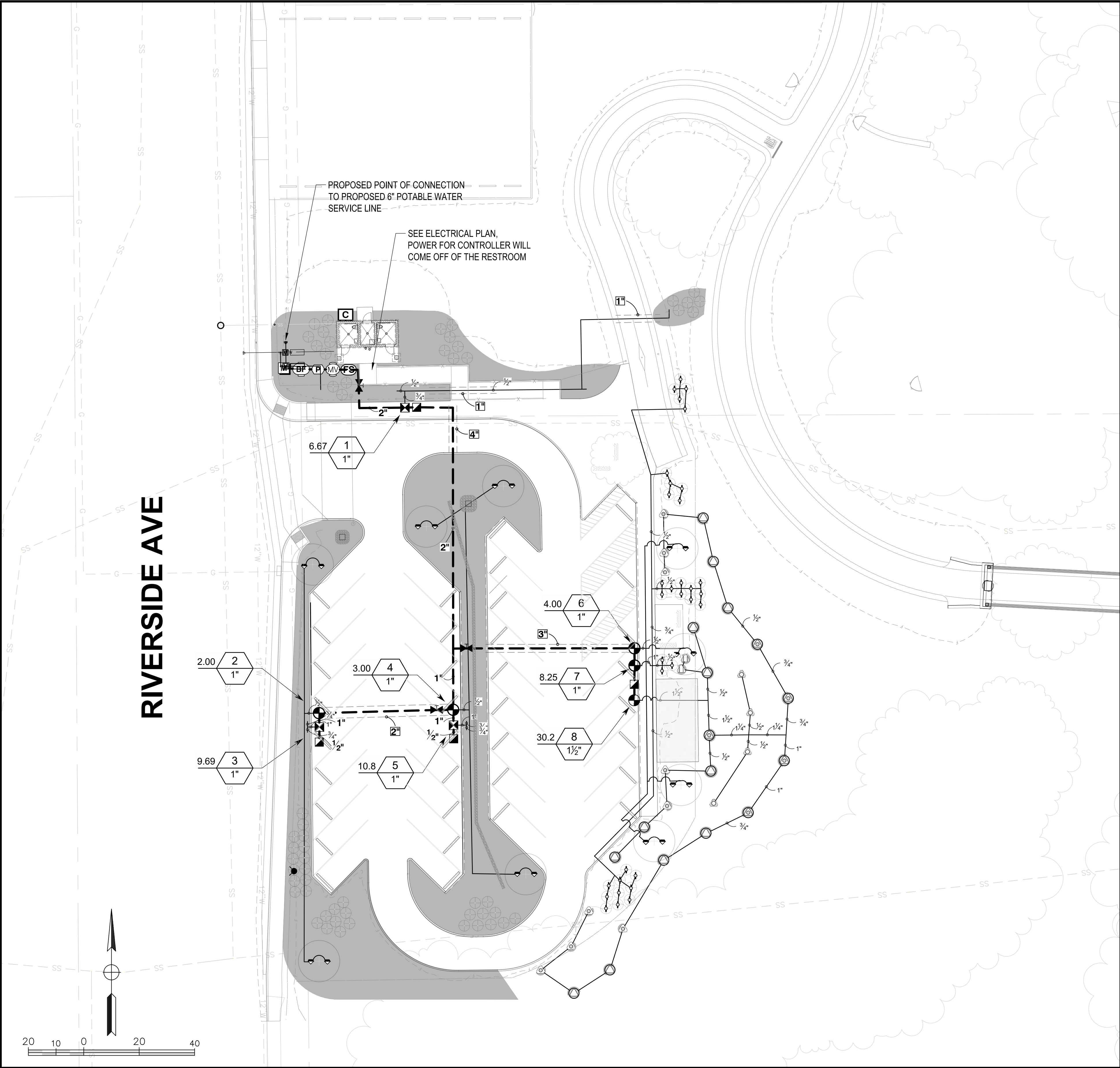


DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
IRRIGATION LEGEND AND NOTES

SHEET 100 OF 168

IR-2

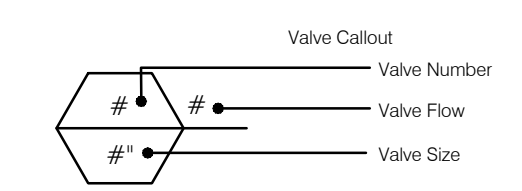
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Images: cropped COR block logo.tif



IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
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	Rain Bird R-VAN24 RD-12-SAM-P45 Shrub Rotary, 17'-24' 45-270 degrees and 360 degrees. Hand Adjustable Multi-Stream Rotary w/RD1800 shrub spray body on 12" pop-up, with check valve and 45 psi in-stem pressure regulator. 1/2" NPT Female Threaded Inlet.		Buckner-Superior 3000 1" Normally Closed Brass Master Valve that Provides Dirty Water Protection and 3-Way Solenoid Design. Available in 1", 1-1/4", 1-1/2", 2", 2-1/2" and 3" sizes.
	Hunter PROS-06-CV-MSBN 10F Multi-Stream Bubbler, 6" pop-up, factory installed drain check valve, 25=.25gpm, 50=.5gpm, 10=1.0gpm, 20=2.0gpm.		Febco 825Y 1" Reduced Pressure Backflow Preventer
	Rain Bird RWS-B-C 1401 Root Watering System with 4.0" diameter x 36.0" long with locking grate, semi-rigid mesh tube, and check valve. Rain Bird bubbler option as indicated: 1401 0.25 GPM, 1402 0.5 GPM, 1404 1.0 GPM, 1408 2.0 GPM.		Controller by calsense CS3000-8-S1/CS3000-GR/GR-STUBBY/COMMSYR/FM-1.25B Calsense FM1.25-B
	Rain Bird XZC-100-PRB-COM Wide Flow Drip Control Kit for Commercial Applications. 1" Ball Valve with 1" PESB Valve and 1" Pressure Regulating 40psi Quick-Check Basket Filter. 0.3gpm to 20gpm.		Barrett IBCM1-1-2-1.5/VFD-F/QP Simplex Water Pressure Booster System as Designed and Fabricated by Barrett Engineered Pumps. 1/2 HP 60 feet pump total head
	Area to Receive Dripline Netafim TLHCVXR-CS-033-18 Techline HCVXR-CS Pressure Compensating Landscape Dripline with Copper Stripe, Check Valve and Anti-Siphon feature. 0.33 GPH emitters at 18" O.C. Dripline laterals spaced at 18" apart, with emitters offset for triangular pattern. 17mm.		Water Meter 1" City of Roseville
			Irrigation Lateral Line: PVC Schedule 40
			Irrigation Mainline: PVC Schedule 40
			Pipe Sleeve: PVC Class 200 SDR 21

- NOTES:
- IRRIGATION EQUIPMENT SHOWN OUTSIDE OF PLANTING AREAS FOR GRAPHIC CLARITY ONLY. INSTALL ALL IRRIGATION EQUIPMENT WITHIN PLANTING AREAS
 - FOR COMPLETE IRRIGATION EQUIPMENT SCHEDULE SEE SHEET IR-0
 - CONTRACTOR TO PROVIDE 120V 60HZ CONTINUOUSLY HOT ELECTRICAL POWER TO PROPOSED IRRIGATION CONTROLLER



REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. SEE NOTES
THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.	

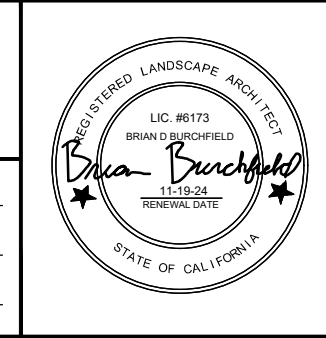
FIELD BOOK
SCALE
HORIZ. _____
VERT. _____

CITY# 400022

CITY OF ROSEVILLE
CALIFORNIA

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304 12th St, Suite 2A Oakland, CA 94607 (510) 540-5008

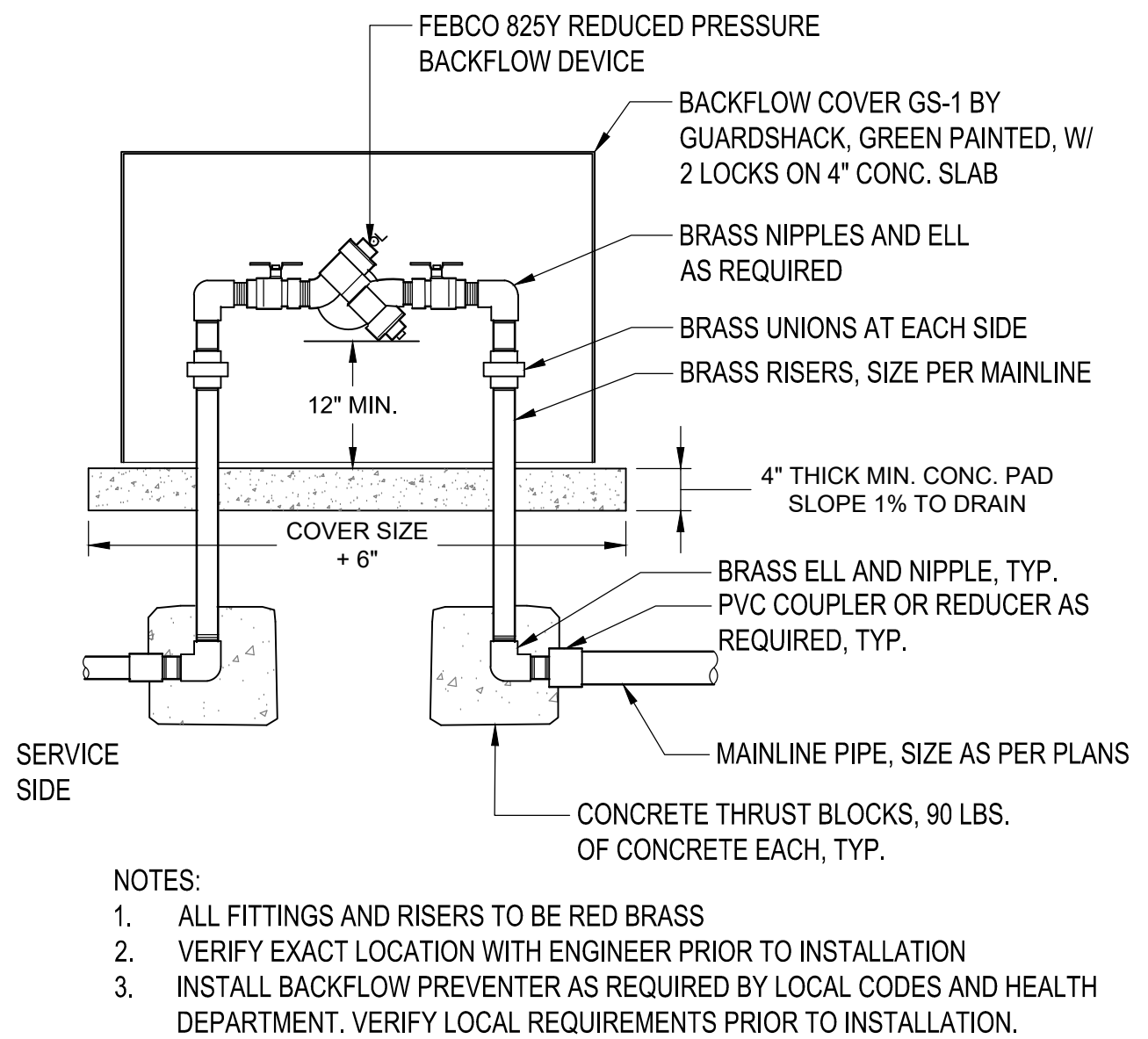
DESIGNED BY: MM/RB/BB DATE: 5/2023
CHECKED BY: BB/ED DATE: 5/2023
DRAWN BY: MM DATE: 5/2023



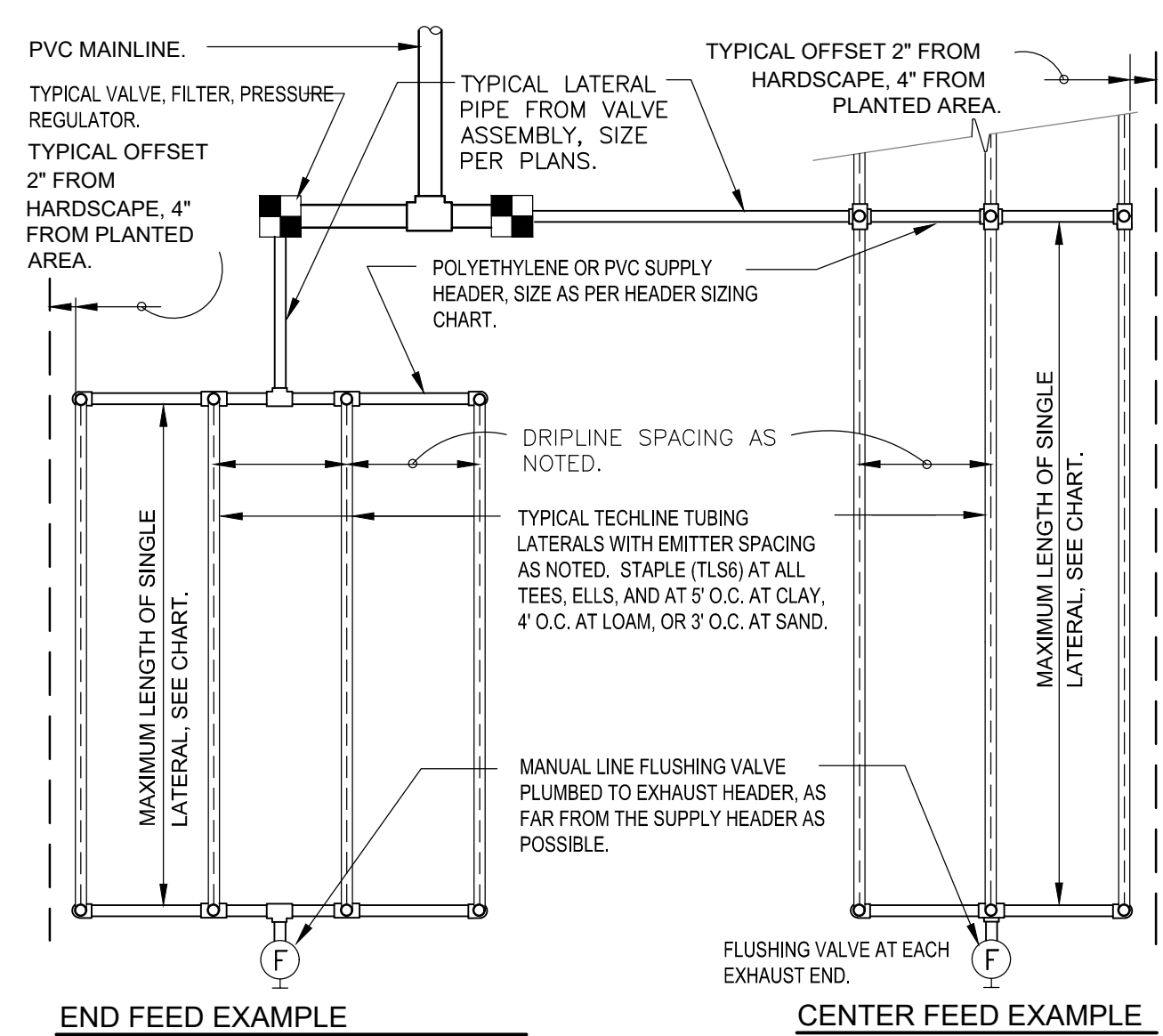
DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
IRRIGATION PLAN

IR-3

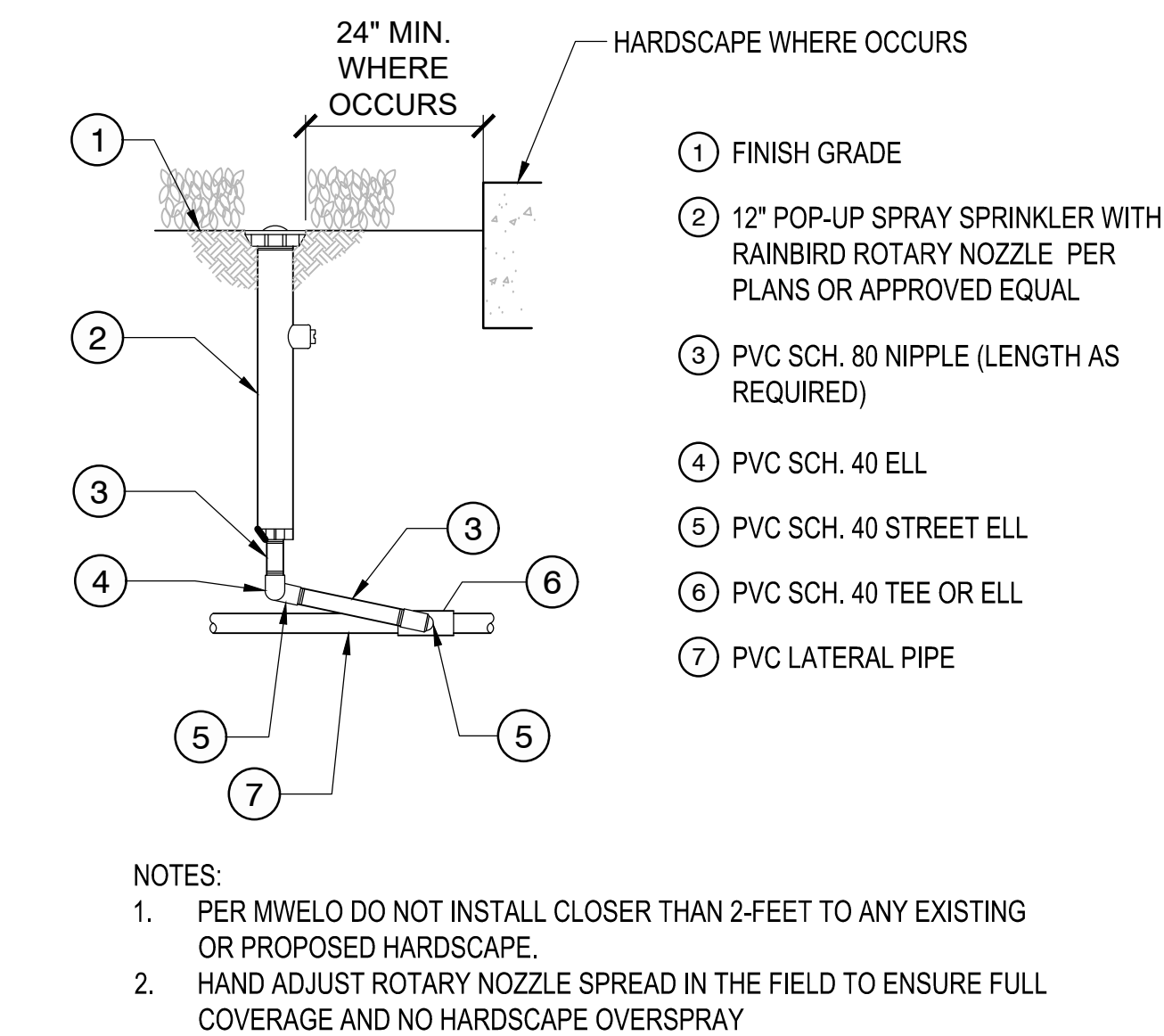
SHEET
101
— OF —
168



1 BACKFLOW PREVENTER
N.T.S. P-CO-12



5 TYPICAL NETAFIM TECHLINE CV REQUIREMENTS
N.T.S.

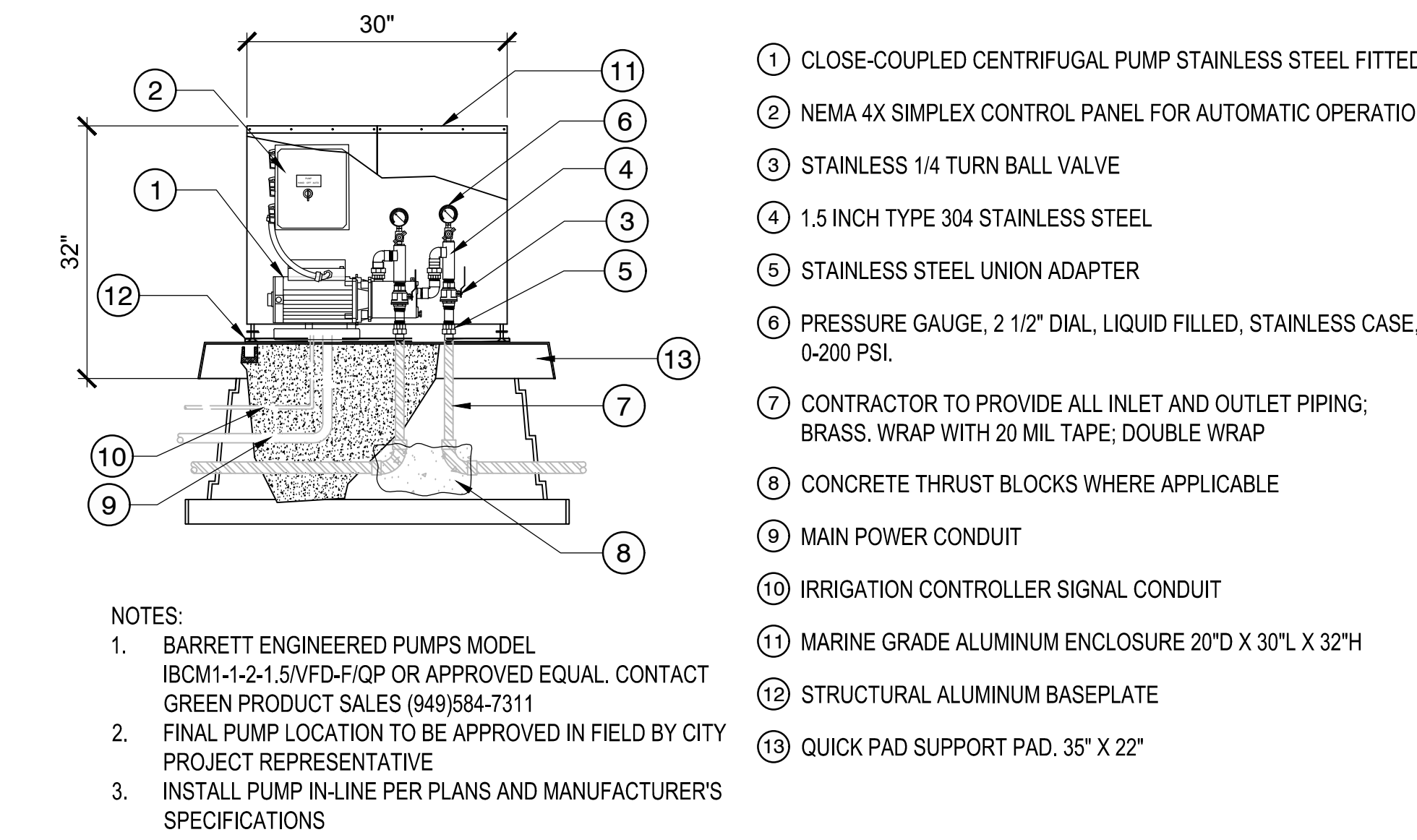


2 12 INCH POP-UP SPRINKLER WITH ROTARY NOZZLE
N.T.S. P-RO-56

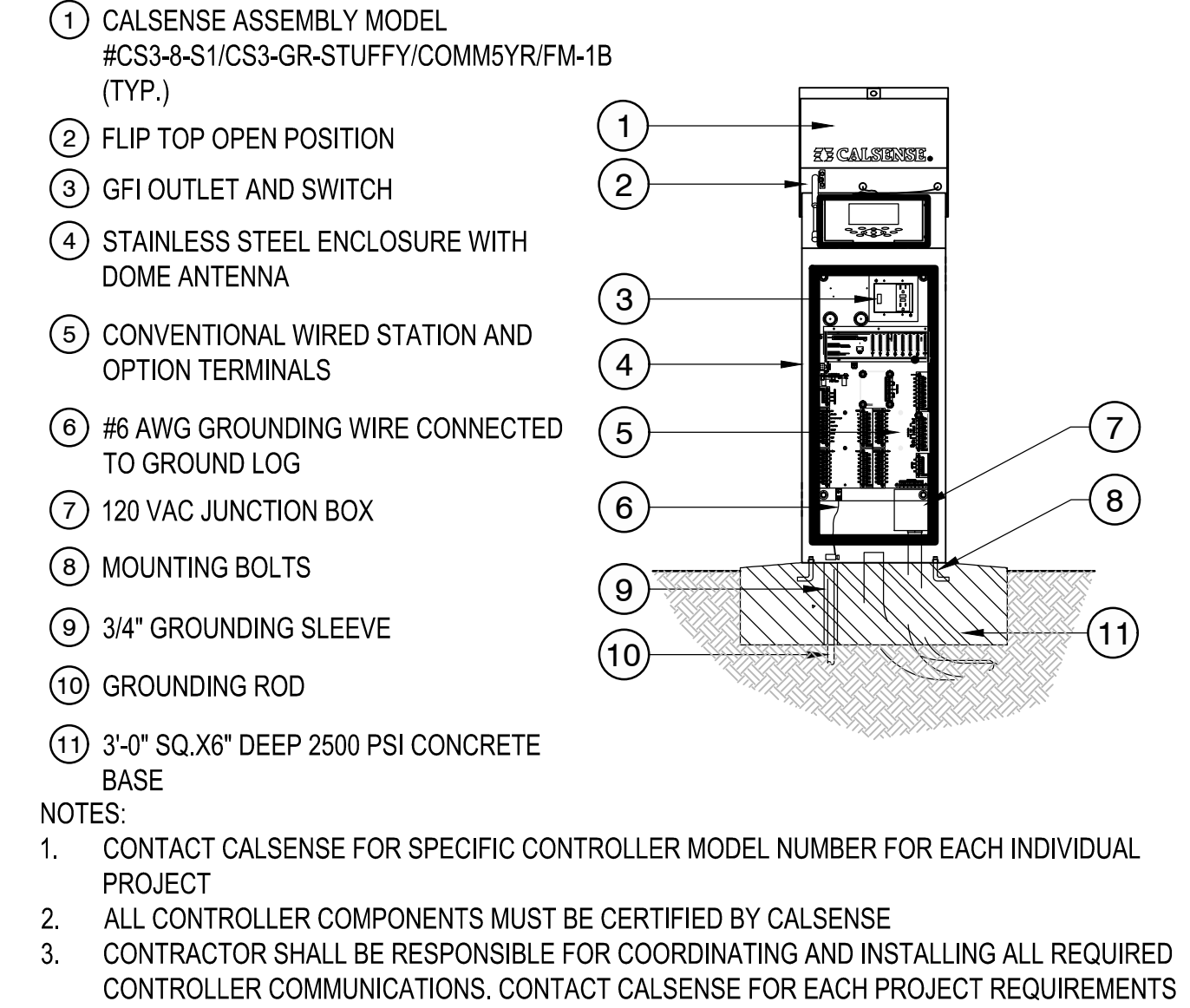
TECHLINE CV MAXIMUM LENGTH OF SINGLE LATERAL (FEET)												
DRIPPER SPACING			12"				18"				24"	
DRIPPER FLOW RATE (GPH)			0.26	0.4	0.6	0.9	0.26	0.4	0.6	0.9	0.6	0.9
	INLET PRESSURE (PSI)	15	127	109	86	65	177	151	120	91	152	116
		25	427	325	256	194	604	459	361	274	458	348
		35	539	409	322	244	763	579	456	346	580	440
		45	618	469	369	280	877	664	523	397	666	506

TECHLINE FLOW PER 100 FEET									
DRIPPER SPACING	0.26 GPH	DRIPPER	0.4 GPH	DRIPPER	0.6 GPH	DRIPPER	0.9 GPH	DRIPPER	
	GPH	GPM	GPH	GPM	GPH	GPM	GPH	GPM	
12"	26.40	0.44	40.00	0.67	61.00	1.02	92.00	1.53	
18"	17.58	0.29	26.67	0.44	41.00	0.68	61.00	1.02	
24"	N/A	N/A	N/A	N/A	31.00	0.51	46.00	0.77	

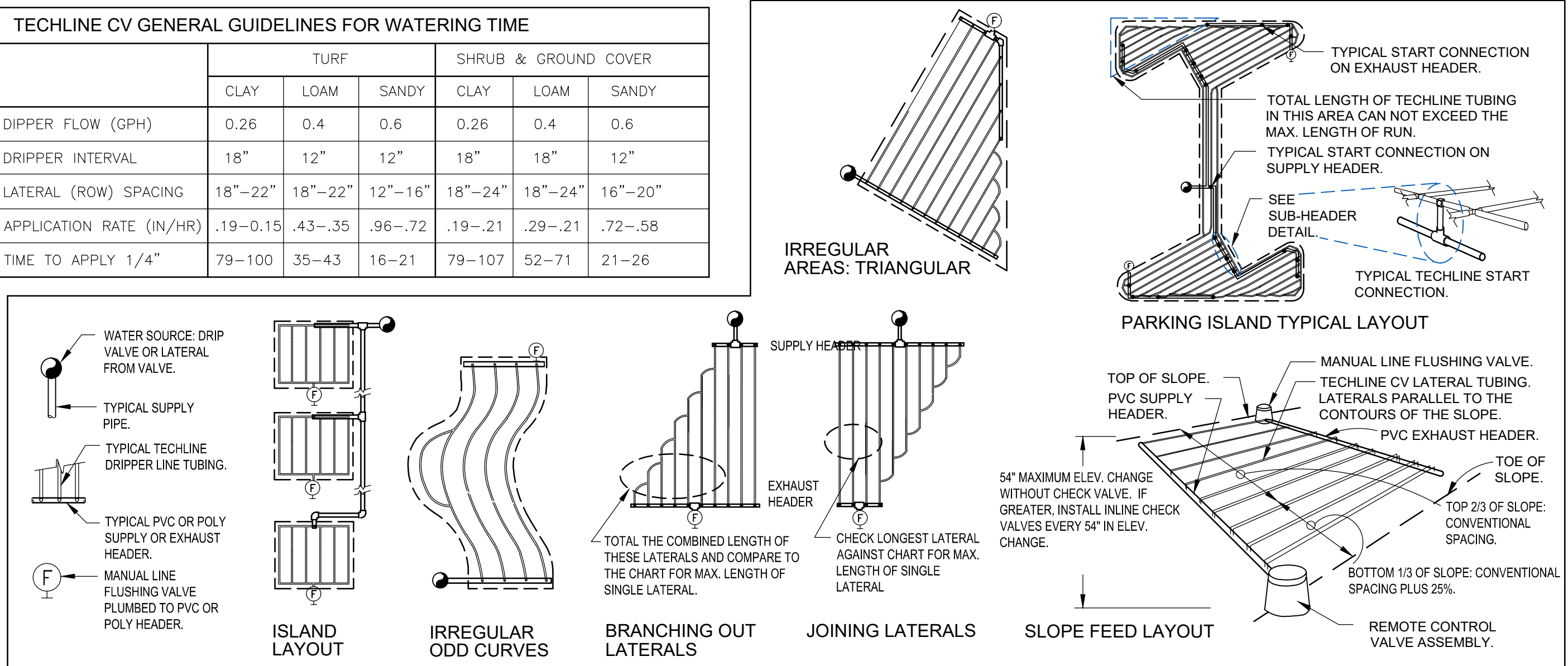
SUPPLY AND EXHAUST HEADER SIZING CHART (UNLESS NOTED ON PLANS)									
STEP 1: ADD LENGTH OF ALL TECHLINE LATERAL TUBING CONNECTED TO THE HEADER. STEP 2: DIVIDE THIS TOTAL LENGTH BY 100 TO INDICATE THE LENGTH IN UNITS OF 100. STEP 3: LOCATE THE GPM THAT APPLIES FOR EACH UNIT OF 100 FEET LENGTH ON THE CHART "TECHLINE FLOW PER 100 FEET". MULTIPLY THIS GPM NUMBER TIMES THE UNITS OF 100 FEET FOR THE TOTAL GPM AT THIS HEADER. STEP 4: SIZE THE HEADER WITH THE FOLLOWING:									
1 TO 6 GPM:				3/4" HEADER.			6 TO 10 GPM: 1" HEADER.		
10 TO 20 GPM:				1 1/4" HEADER.			20 TO 30 GPM: 1 1/2" HEADER.		



3 IRRIGATION BOOSTER PUMP
N.T.S. P-GA1-19



4 IRRIGATION CONTROLLER PEDESTAL
N.T.S. P-SO1-06



P-EL1-03

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES

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FIELD BOOK

SCALE

HORIZ. _____

VERT. _____

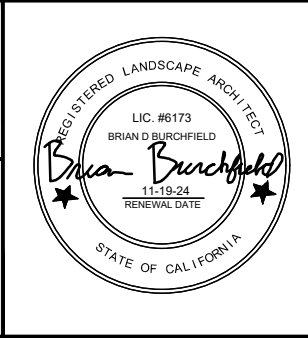


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DESIGNED BY: MM/RB/BB DATE: 5/2023

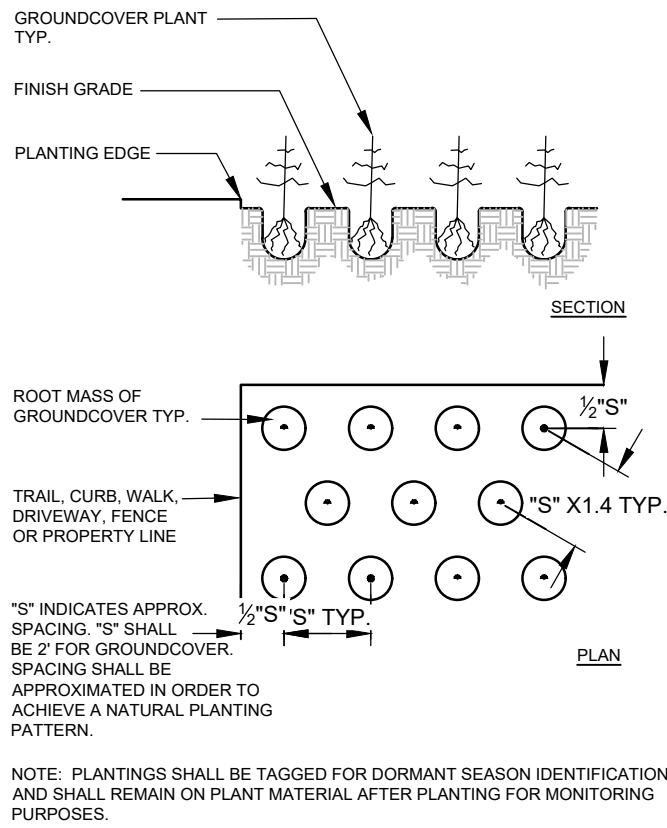
CHECKED BY: BB/ED DATE: 5/2023

DRAWN BY: MM DATE: 5/2023



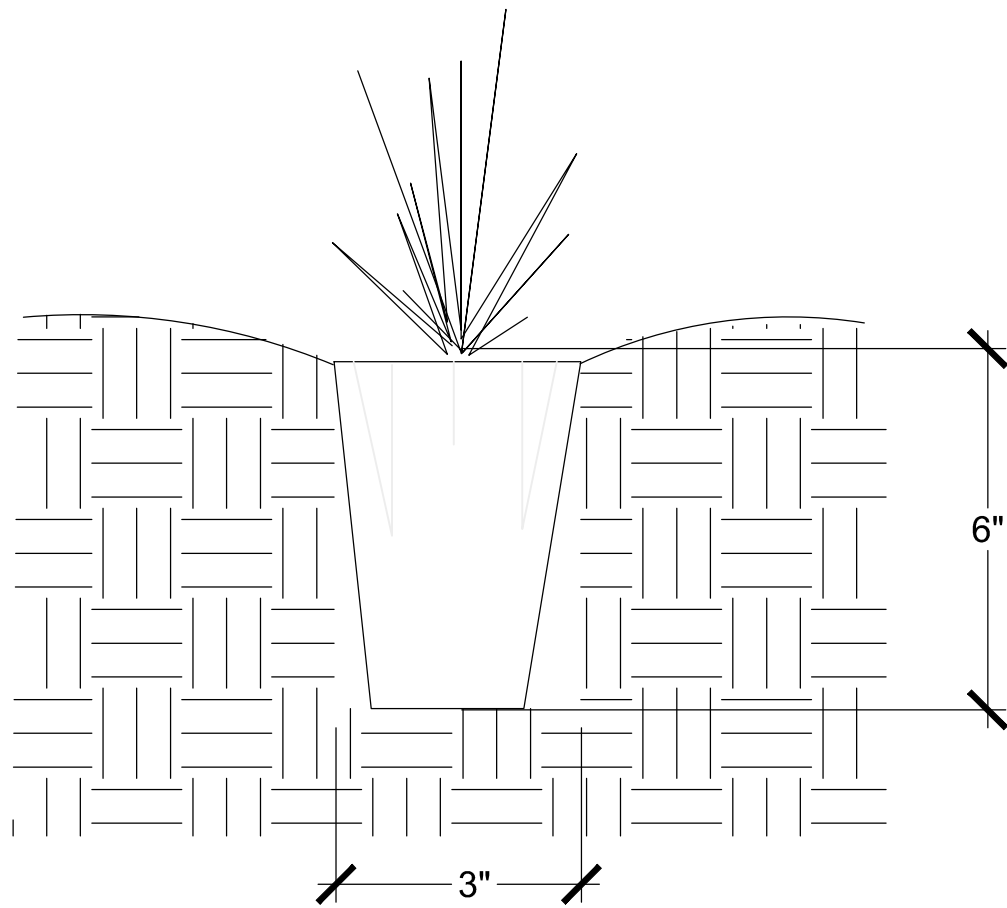
DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT IRRIGATION DETAILS

Xrefs: DCBT-C-BORDER[20-103-SCHEDULES[V-TPC-DryCreek_Topo-All[Surface_2020_PartitionA[DCBT-X-P]]DCBT-C-RD[20-103-LWD_Base[20-103-LWD_GRA]] burchfield_stamp_signed
Images: cropped COR_black_logo.tif



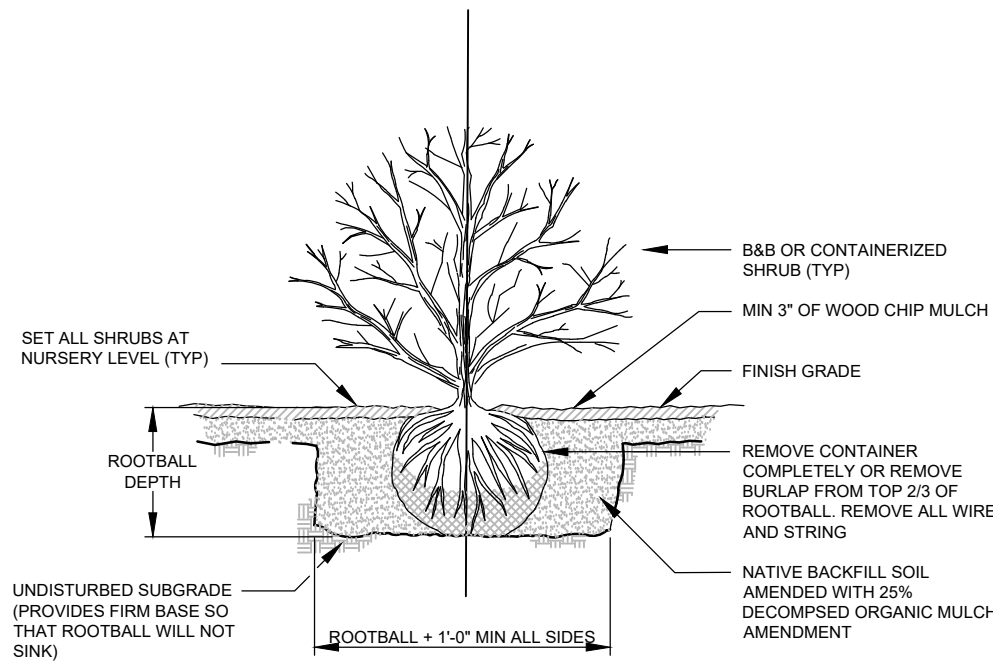
1 GROUNDCOVER SPACING

1/2" = 1'-0" P-SA-02



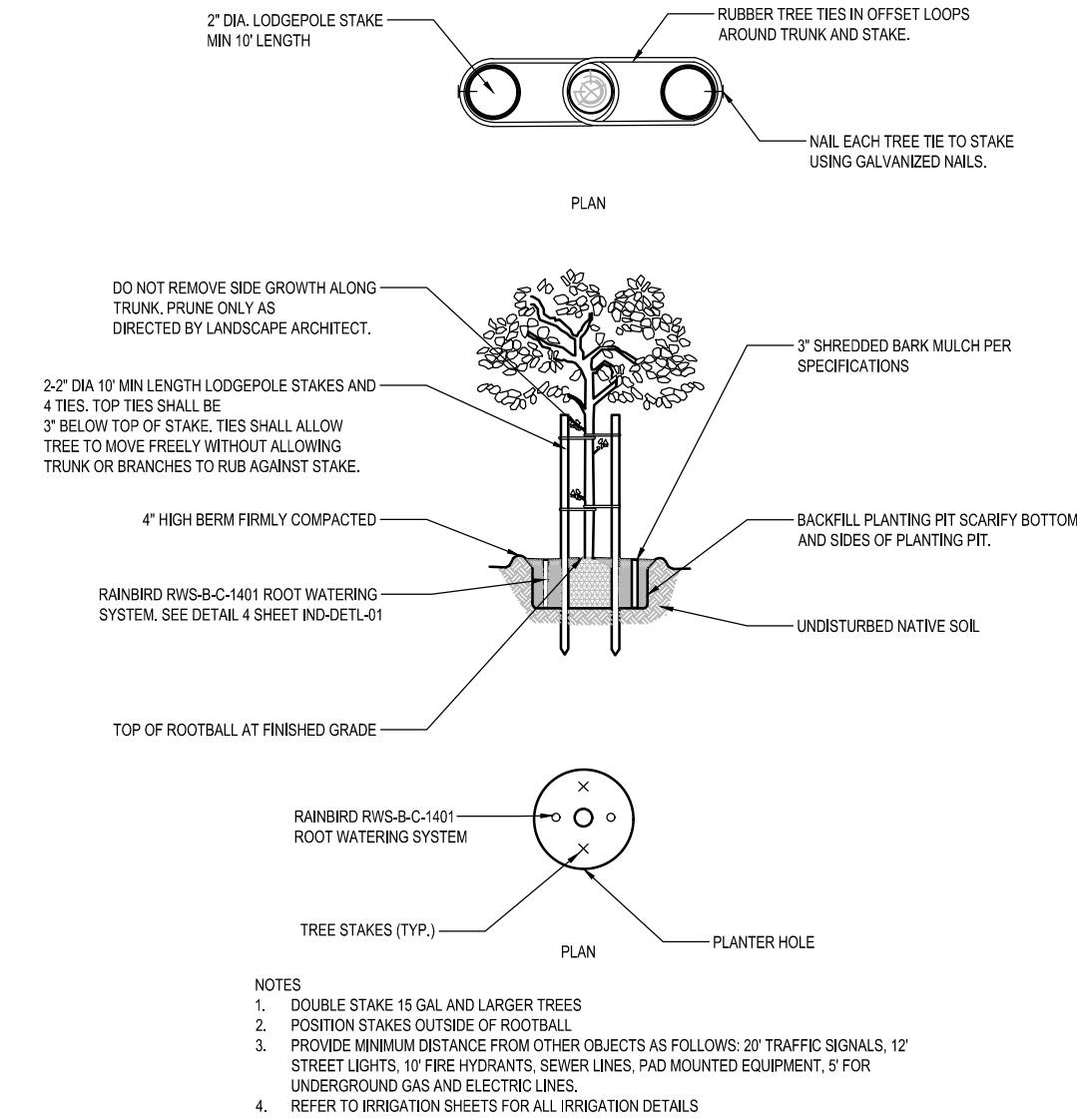
2 PLUG DETAIL

3/4" = 1'-0" P-SA-03



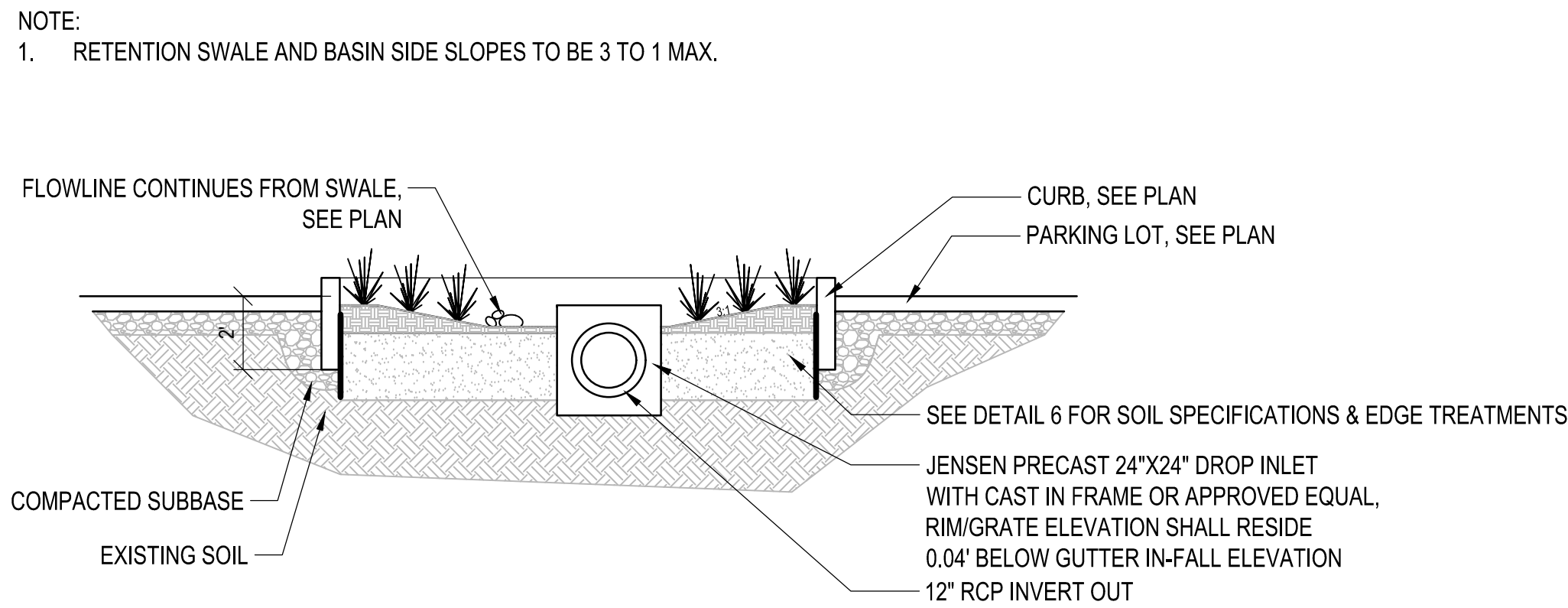
3 SHRUB PLANTER

1/4" = 1'-0" P-SA-01



4 TREE STAKING

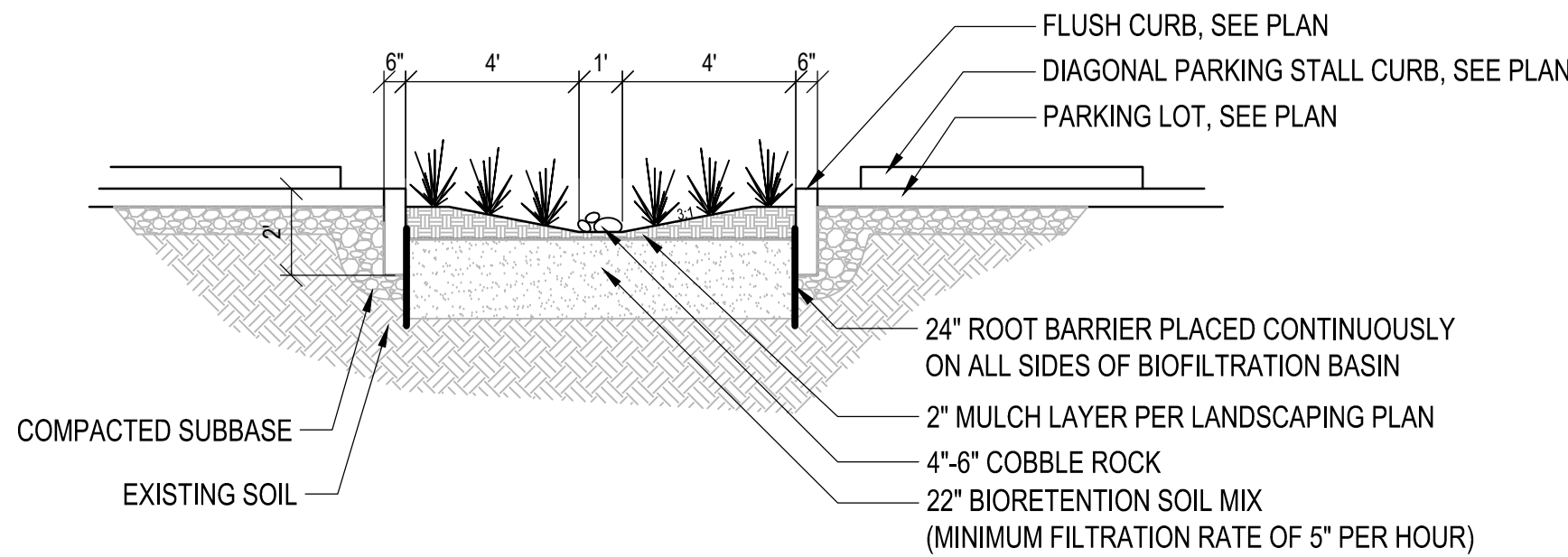
1/8" = 1'-0" P-SA-04



5 LANDSCAPED RETENTION BASIN AT PARKING LOT

NTS P-LG-04

NOTE:
1. RETENTION SWALE AND BASIN SIDE SLOPES TO BE 3 TO 1 MAX.



6 LANDSCAPED RETENTION SWALE AT PARKING LOT

1/4" = 1'-0" P-LG-04

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.	SEE NOTES
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VERT. _____

CITY# 400022

CITY OF
ROSEVILLE
CALIFORNIA

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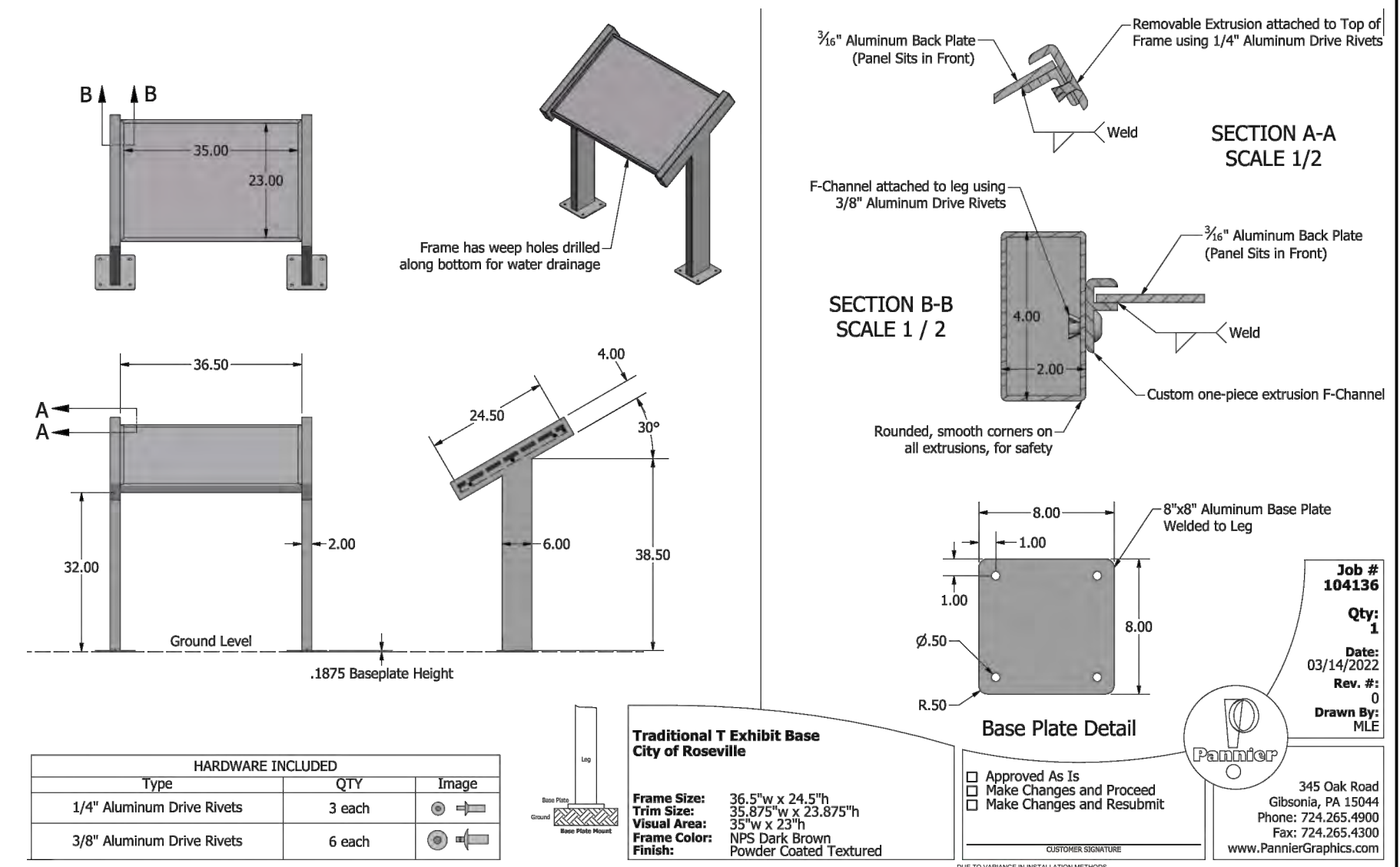
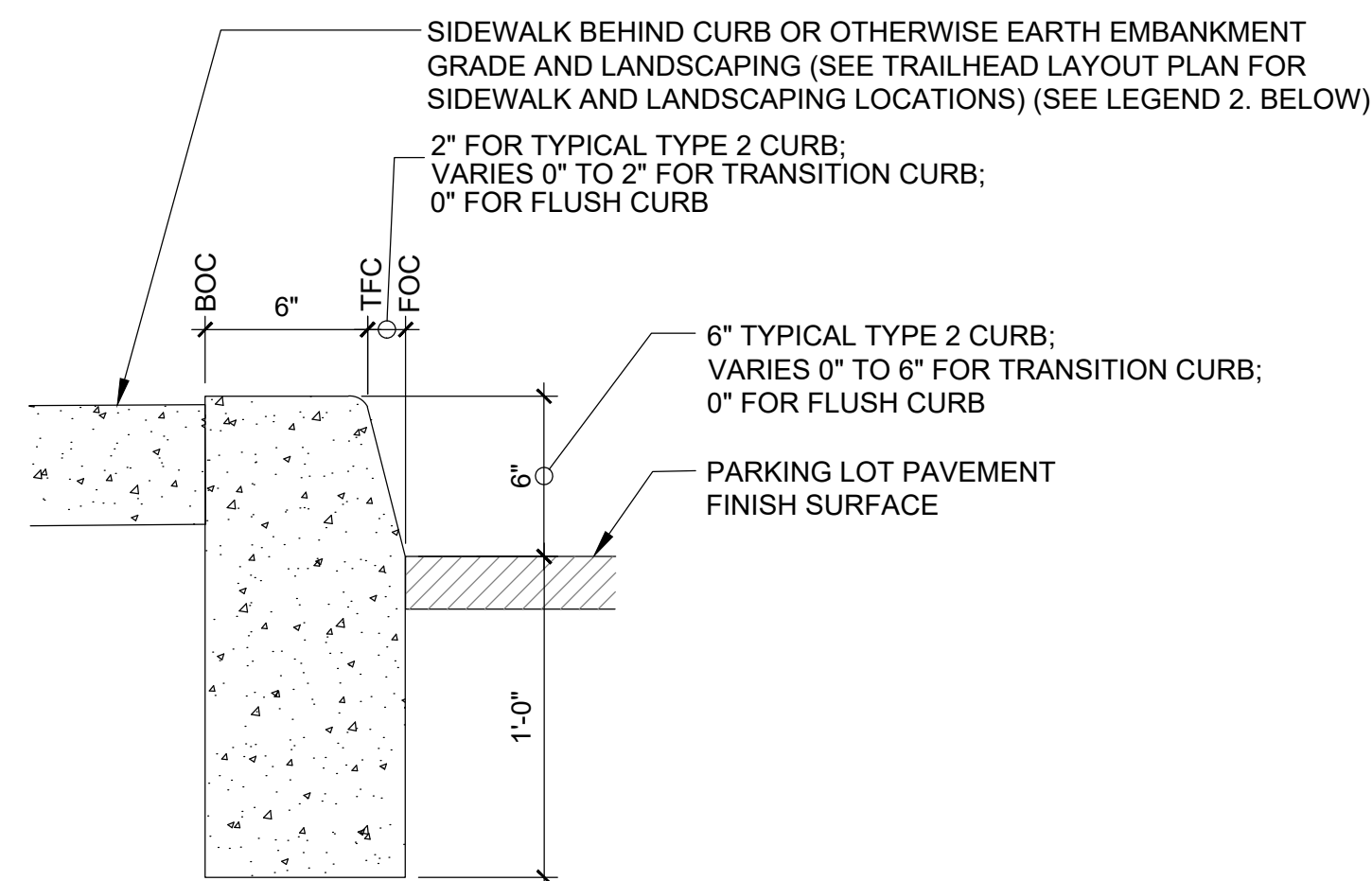
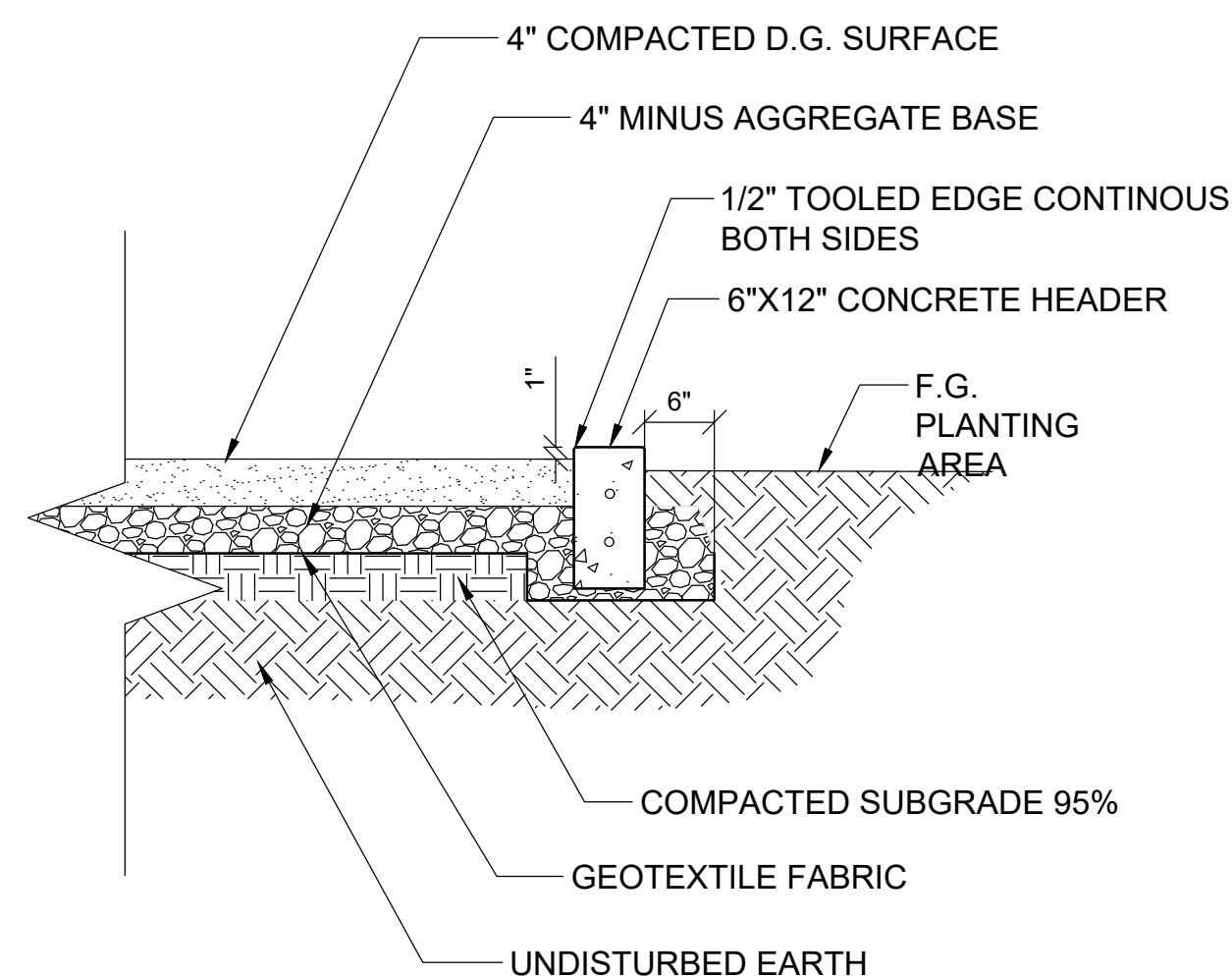
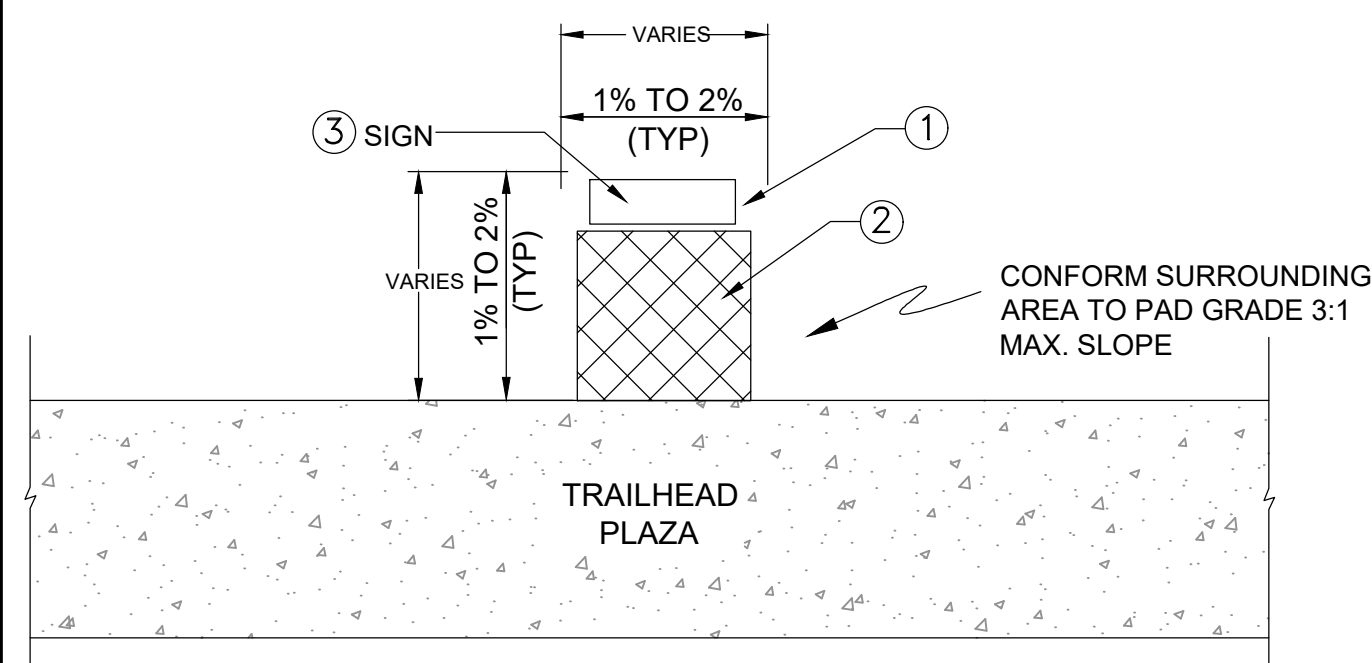
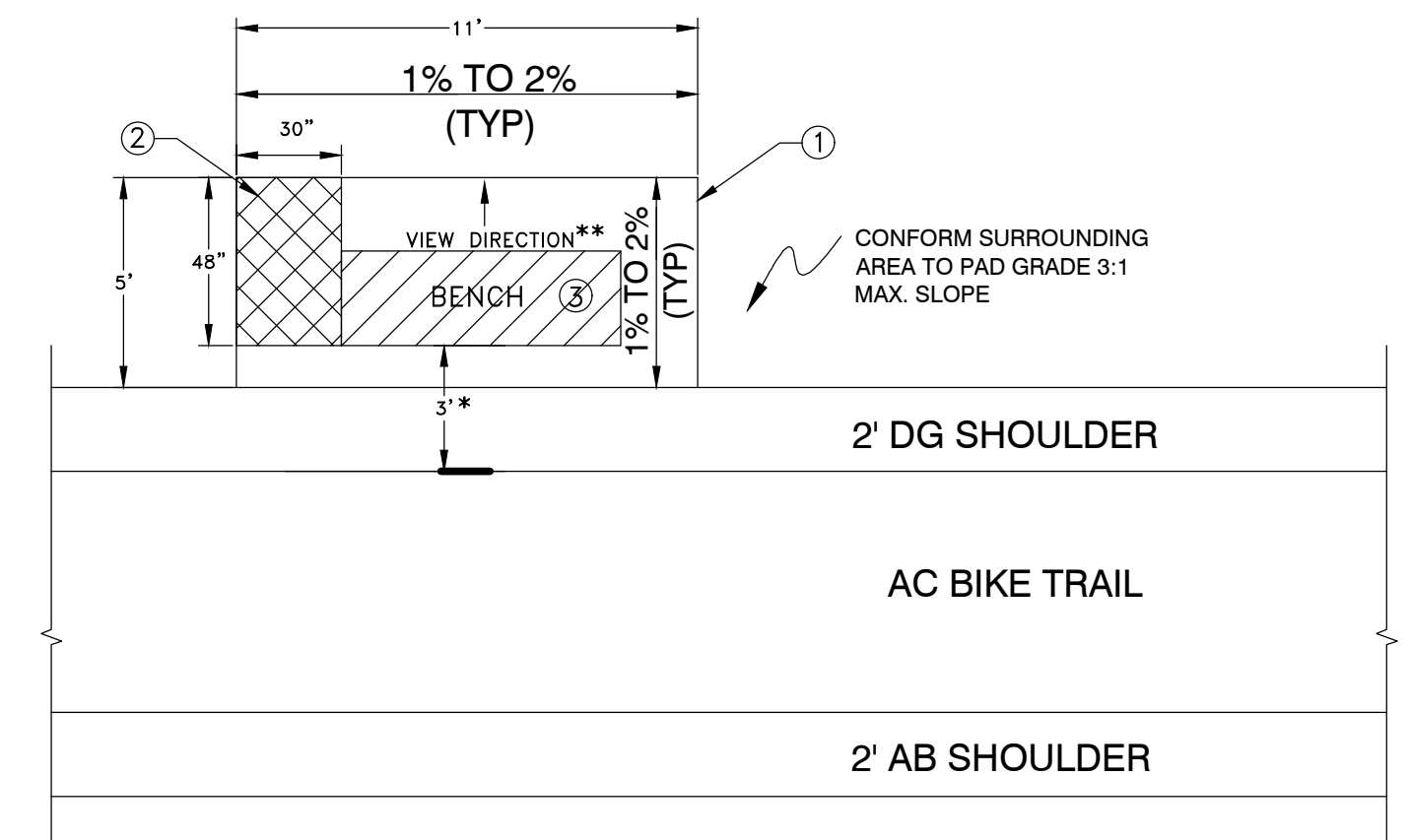
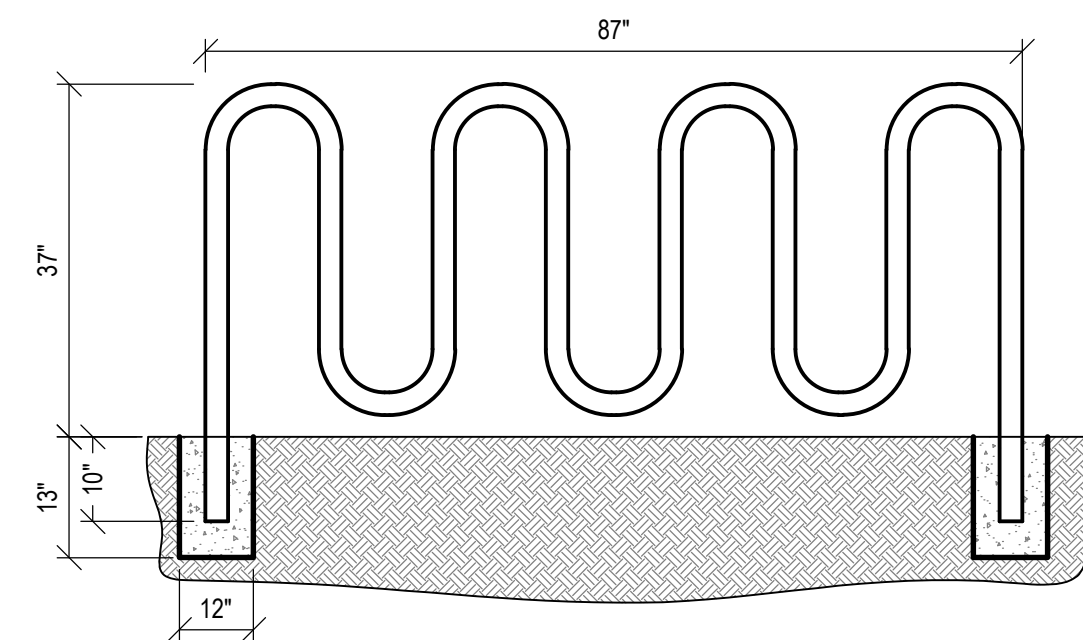
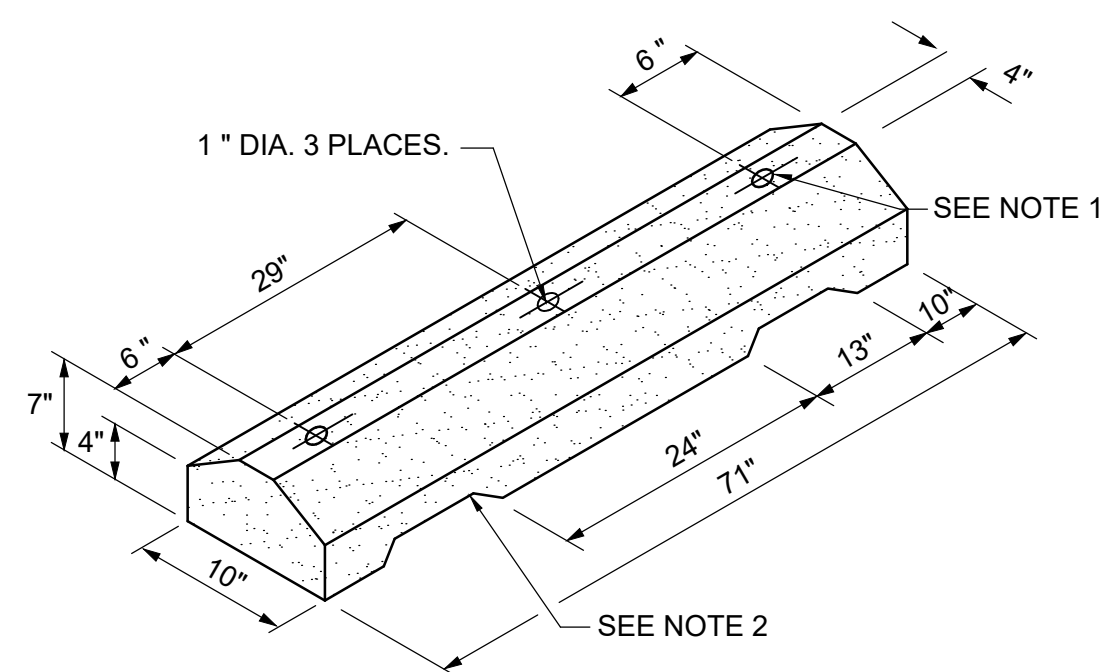
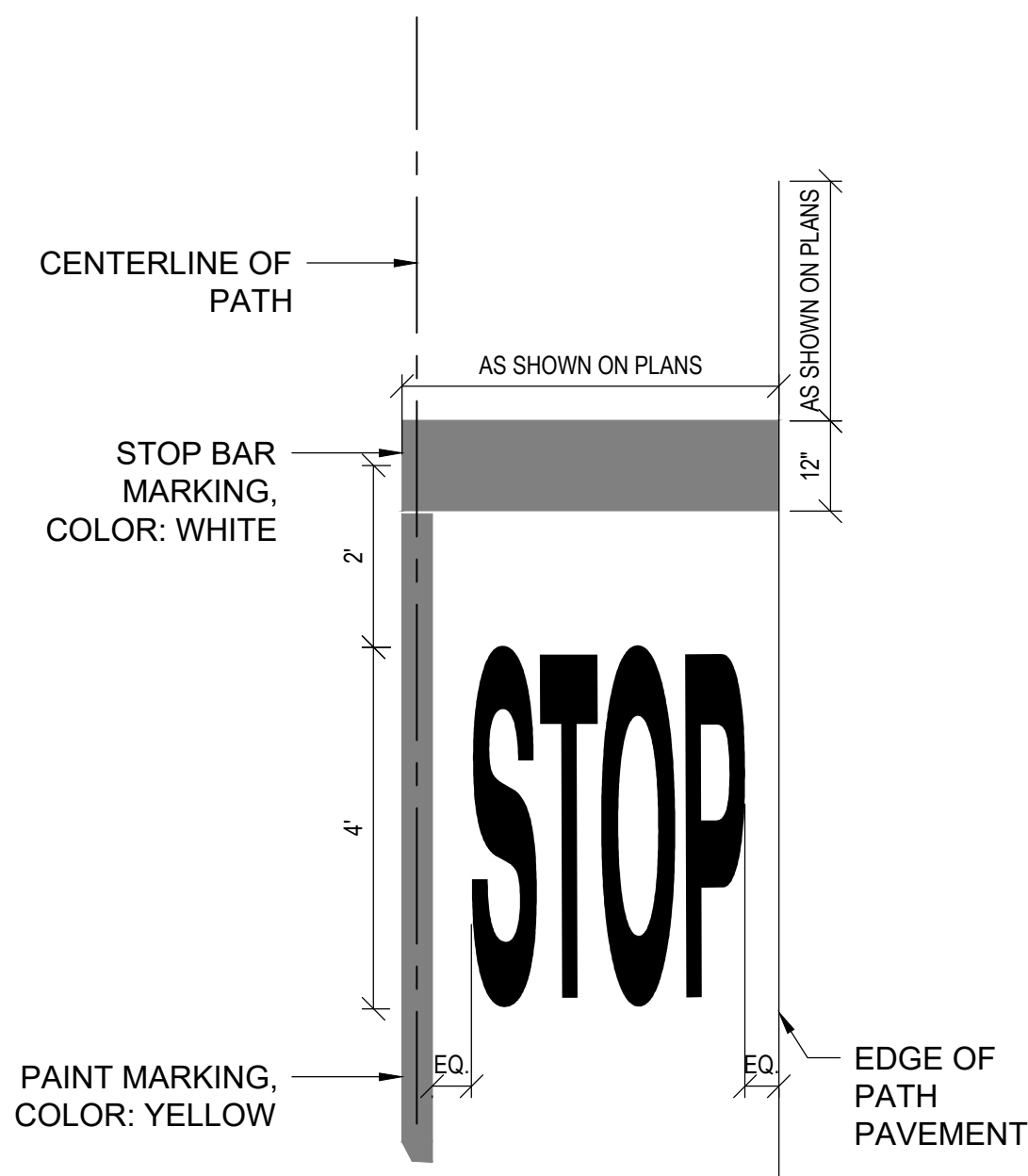
DESIGNED BY: MM/RB/BB DATE: 5/2023
CHECKED BY: BB/ED DATE: 5/2023
DRAWN BY: MM DATE: 5/2023



**DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
LANDSCAPE DETAILS**

LD-1

SHEET
104
— OF —
168

[illegible]

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING
IS BASED ON THE CITY OF ROSEVILLE
BENCHMARKS 65, 66, 85, AND 90,
ADJUSTED TO NAVD88 BY ADDING A
PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK
SCALE HORIZ. _____ VERT. _____

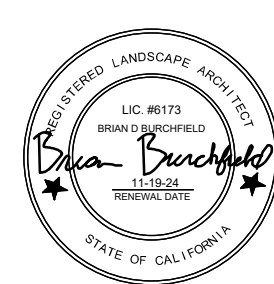
CITY# 400022



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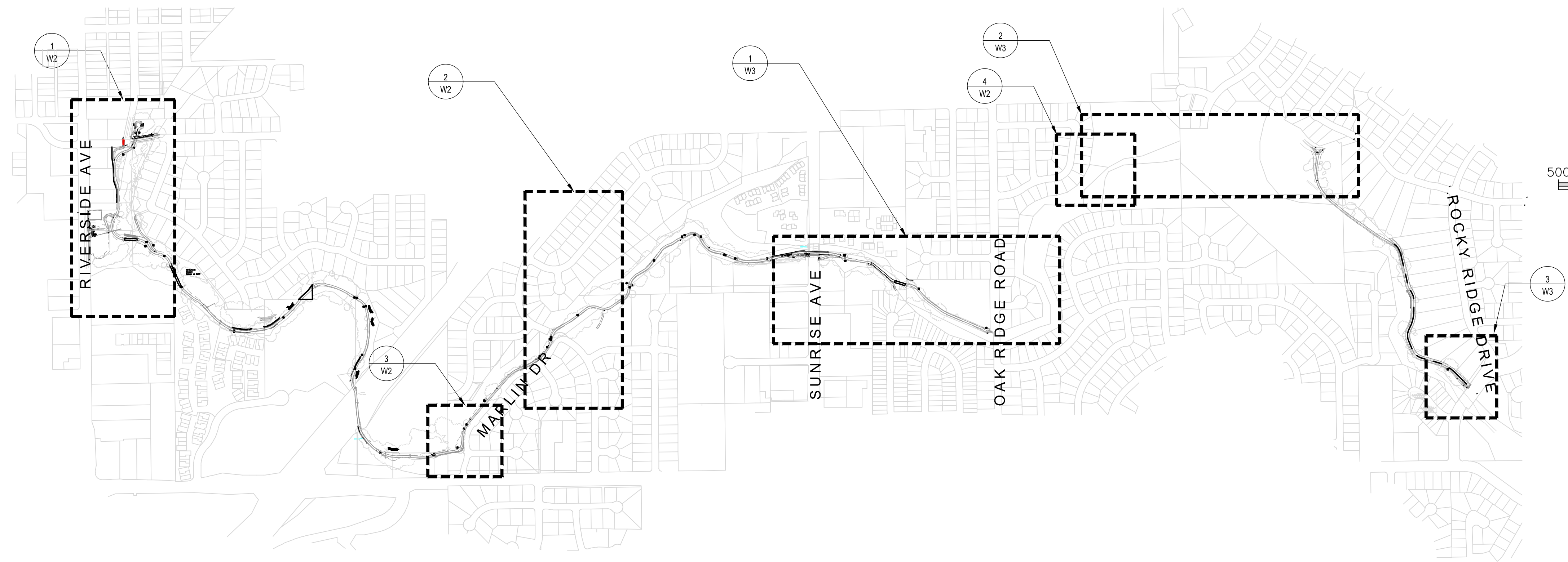
304 12th St, Suite 2A Oakland, CA 94607 (510) 540-5008

DESIGNED BY:	<u>MM/RB/BB</u>	DATE	<u>5/2023</u>
CHECKED BY:	<u>BB/ED</u>	DATE	<u>5/2023</u>
DRAWN BY:	<u>MM</u>	DATE	<u>5/2023</u>



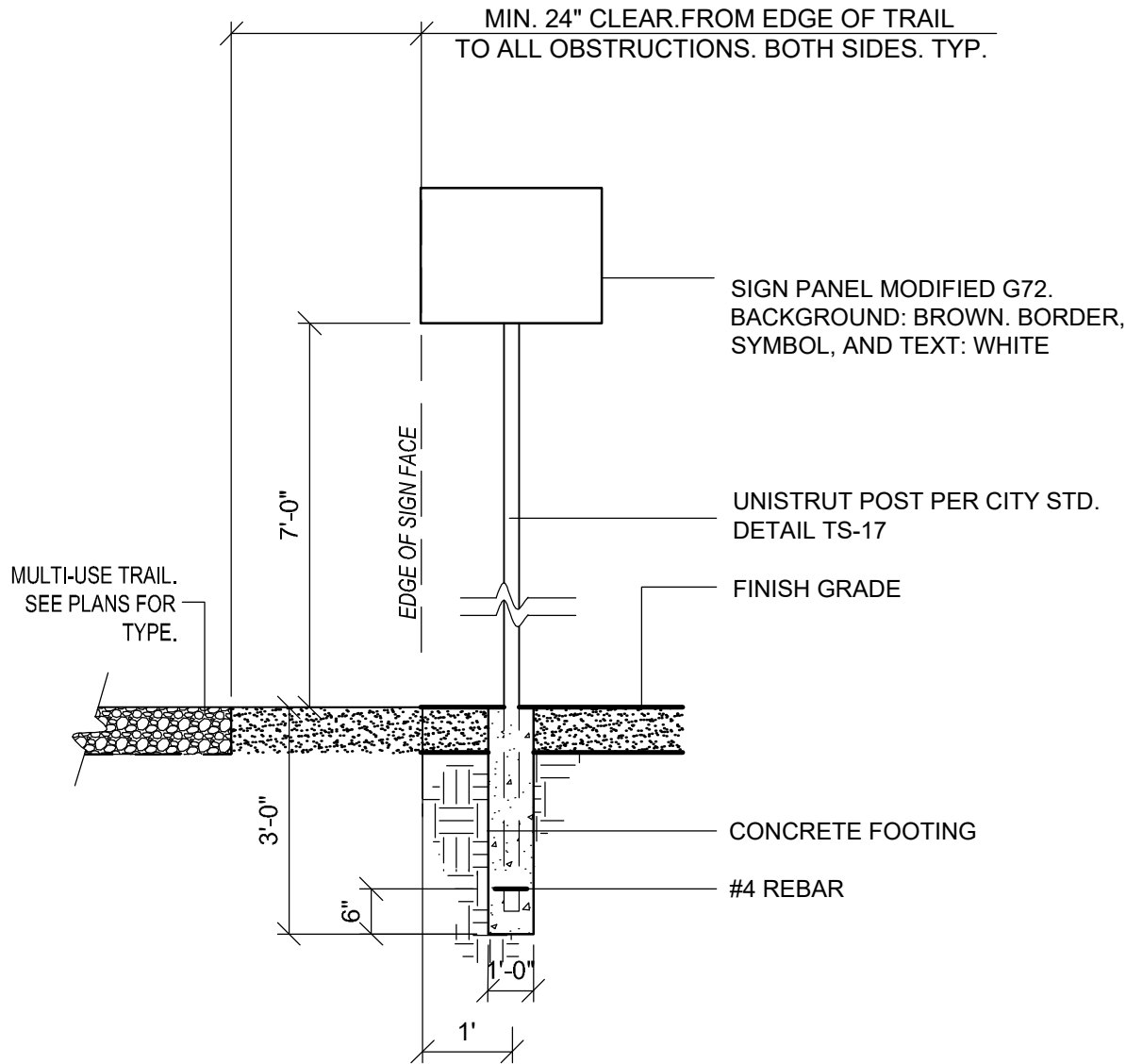
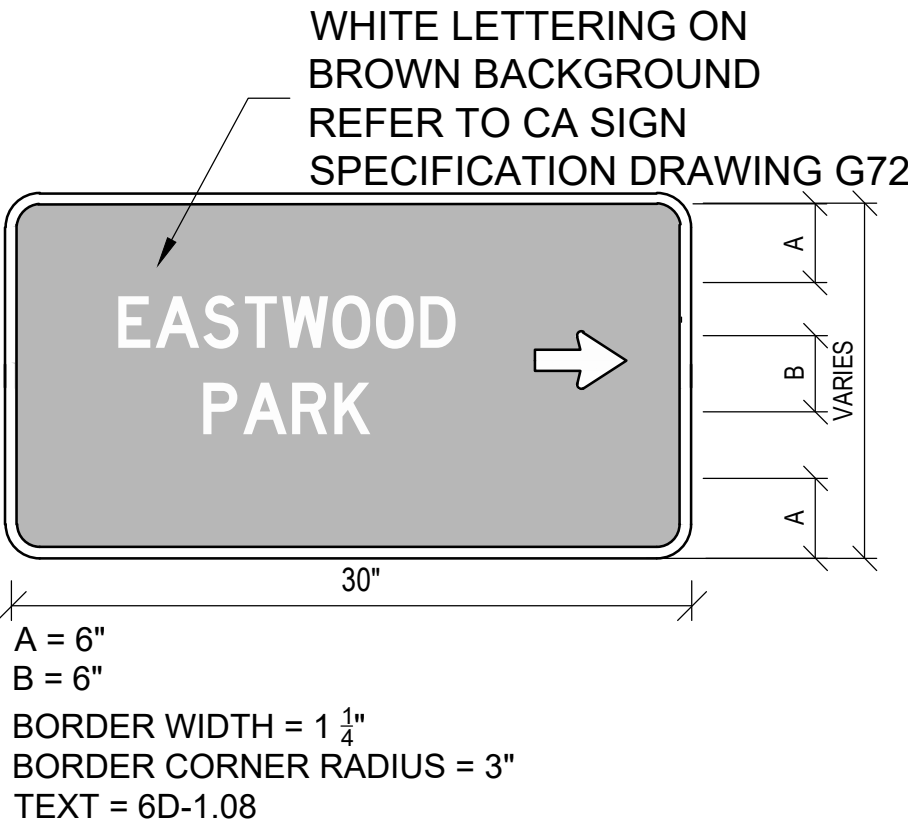
DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT STRIPING & FURNISHING DETAILS

Xrefs: DCBT-C-BORDER(20-103-SCHEDULE(SV-TPC-DryCreek_Topo-All(Surface_2020_PartitionA(DCBT-X-P)DCBT-C-RD(20-103-LWD_Base) burchfield_stamp_signed
Images: cropped COR_black_logo.tif

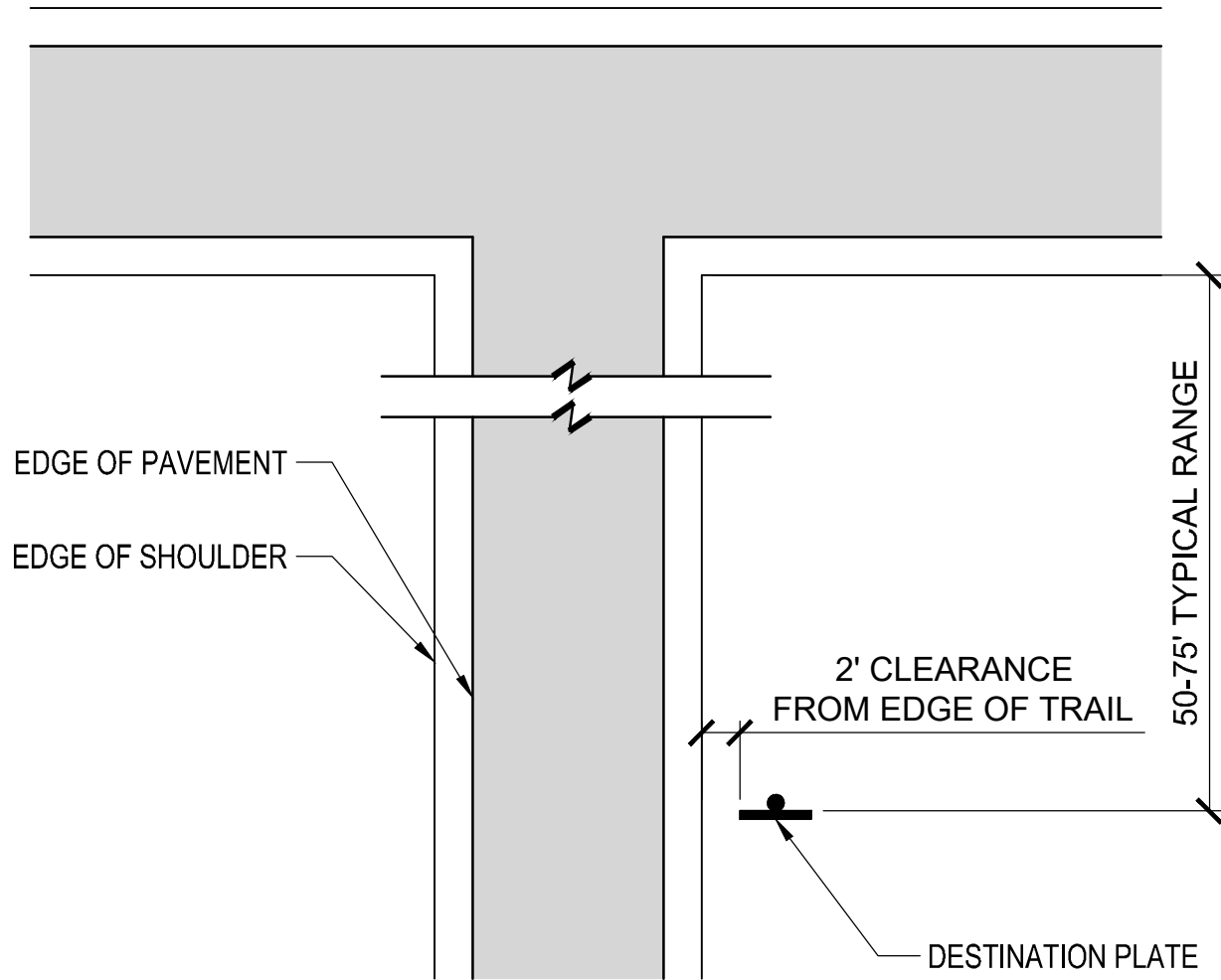


GENERAL WAYFINDING NOTES:

1. LOCATION OF ALL SIGNS SHALL BE VERIFIED IN FIELD BY ENGINEER BEFORE INSTALLATION.
2. THIS PLAN IS ACCURATE FOR SIGNING WORK ONLY.



1 DESTINATION PLATES ON METAL POSTS
1/2" = 1'-0" P-RO-02



2 DESTINATION PLATE LOCATIONS AT INTERSECTIONS
1" = 10' P-RO-03

DI	SEE DETAIL 1,2 / SHEET W-1	E.B. ← Maidu Regional Park W.B. Maidu Regional Park →
DJ1	SEE DETAIL 1,2 / SHEET W-1	④ Eich Middle School ④ Rocky Ridge Dr ④ Maidu Regional Park ④ Charleston Way
DJ2	SEE DETAIL 1,2 / SHEET W-1	④ Eich Middle School ④ Rocky Ridge Dr ④ Maidu Regional Park
DJ3	SEE DETAIL 1,2 / SHEET W-1	Eich Middle School Oak Ridge Dr 0.3 Sunrise Ave 0.6 Downtown Roseville 3.0
DK	SEE DETAIL 1,2 / SHEET W-1	④ Rocky Ridge Dr
DM1	SEE DETAIL 1,2 / SHEET W-1	Maidu Regional Park 2 Marlin Drive Cirby Way/Orlando Ave 0.1 Louis Orlando Transit Center 1

SIGNAGE NOTES:

- 1 NEW SINGLE SIDED SIGN AND METAL POST, SEE DETAIL 1/SHEET 104

LEGEND:

- ④ SINGLE SIDED SIGN
- E.B. EASTBOUND
- W.B. WESTBOUND

WAYFINDING KEY

KEY	DETAIL	SYMBOL AND TEXT
DA1	SEE DETAIL 1,2 / SHEET W-1	④ Maidu Regional Park 2 Riverside Ave. Trailhead Restroom/Water
DA2	SEE DETAIL 1,2 / SHEET W-1	④ Downtown Roseville Civic Center Transit Royer Park 1.4 Saugstad Park & Ride Lot 0.8 Riverside Ave. Trailhead/Restroom
DA3	SEE DETAIL 1,2 / SHEET W-1	④ Darling Way
DA4	SEE DETAIL 1,2 / SHEET W-1	④ Machado Ln
DA5	SEE DETAIL 1,2 / SHEET W-1	Machado Ln
DB	SEE DETAIL 1,2 / SHEET W-1	E.B. Eastwood Park → W.B. ← Eastwood Park
DC	SEE DETAIL 1,2 / SHEET W-1	④ Sunrise Ave South ④ Sunrise Ave North
DD	SEE DETAIL 1,2 / SHEET W-1	E.B. ← Eich Middle School W.B. Eich Middle School →
DF	SEE DETAIL 1,2 / SHEET W-1	④ Sunrise Ave North Sunrise Ave South
DG	SEE DETAIL 1,2 / SHEET W-1	W.B. ← Sunrise Ave Bus Stop
DH	SEE DETAIL 1,2 / SHEET W-1	E.B. Sunrise Ave Bus Stop →

W-1

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. SEE NOTES
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FIELD BOOK
SCALE
HORIZ. _____
VERT. _____

CITY# 400022

CITY OF ROSEVILLE CALIFORNIA

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304 12th St, Suite 2A Oakland, CA 94607 (510) 540-5008

DESIGNED BY: MM/RB/BB DATE 5/2023

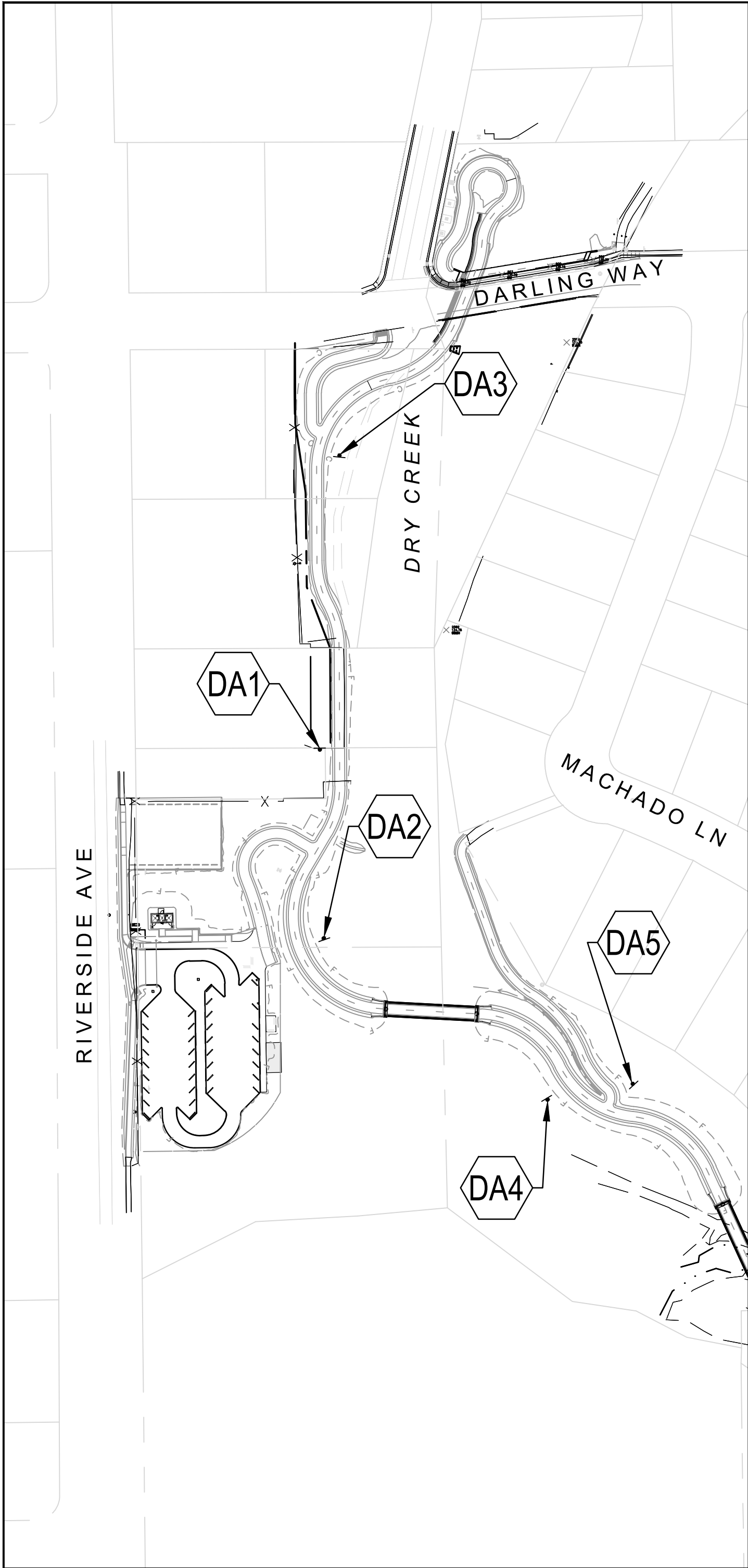
CHECKED BY: BB/ED DATE 5/2023

DRAWN BY: MM DATE 5/2023

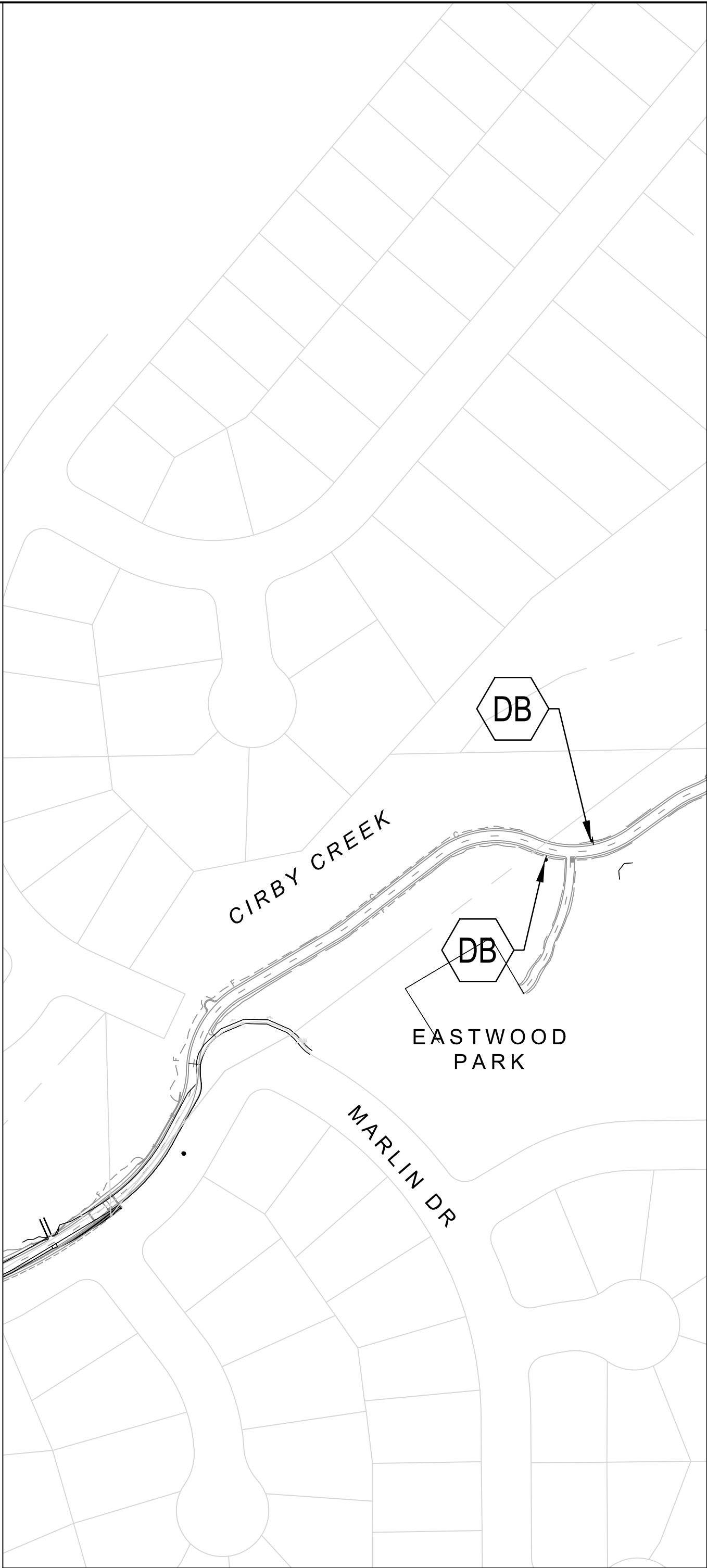


DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
WAYFINDING OVERVIEW AND NOTES

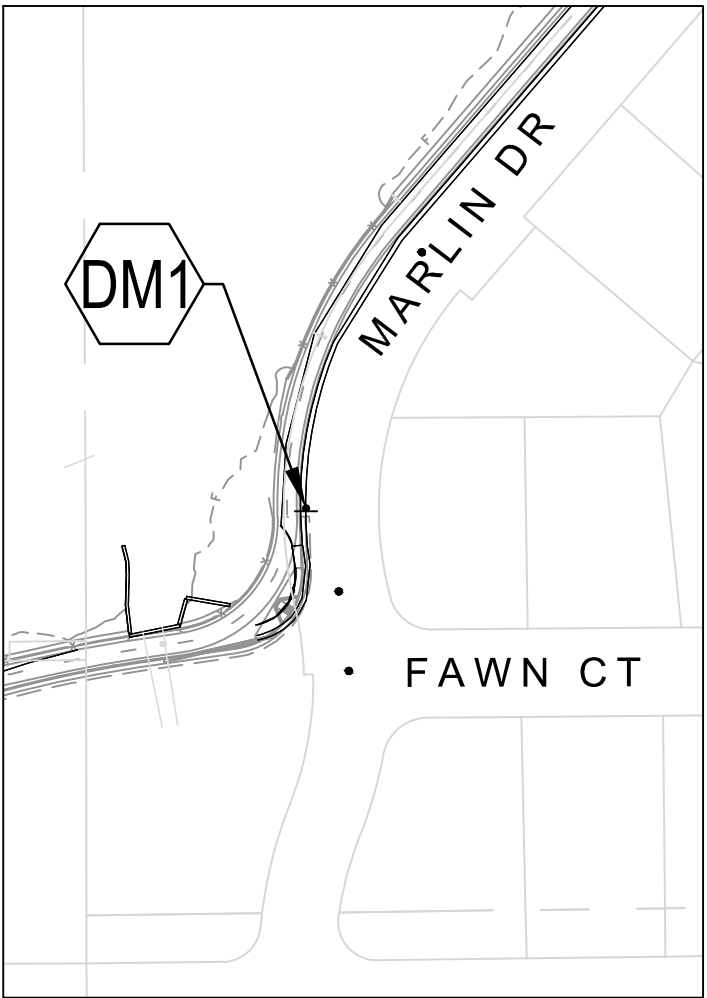
Xrefs: DCBT-C-BORDER(20-103-SCHEDULES)V-TPC-DryCreek_Topo-All(Surface_2020_PartitionA)DCBT-X-P(1)DCBT-C-RD(20-103-LWD_Base) burchfield_stamp_signed
Images: cropped COR_black_logo.tif



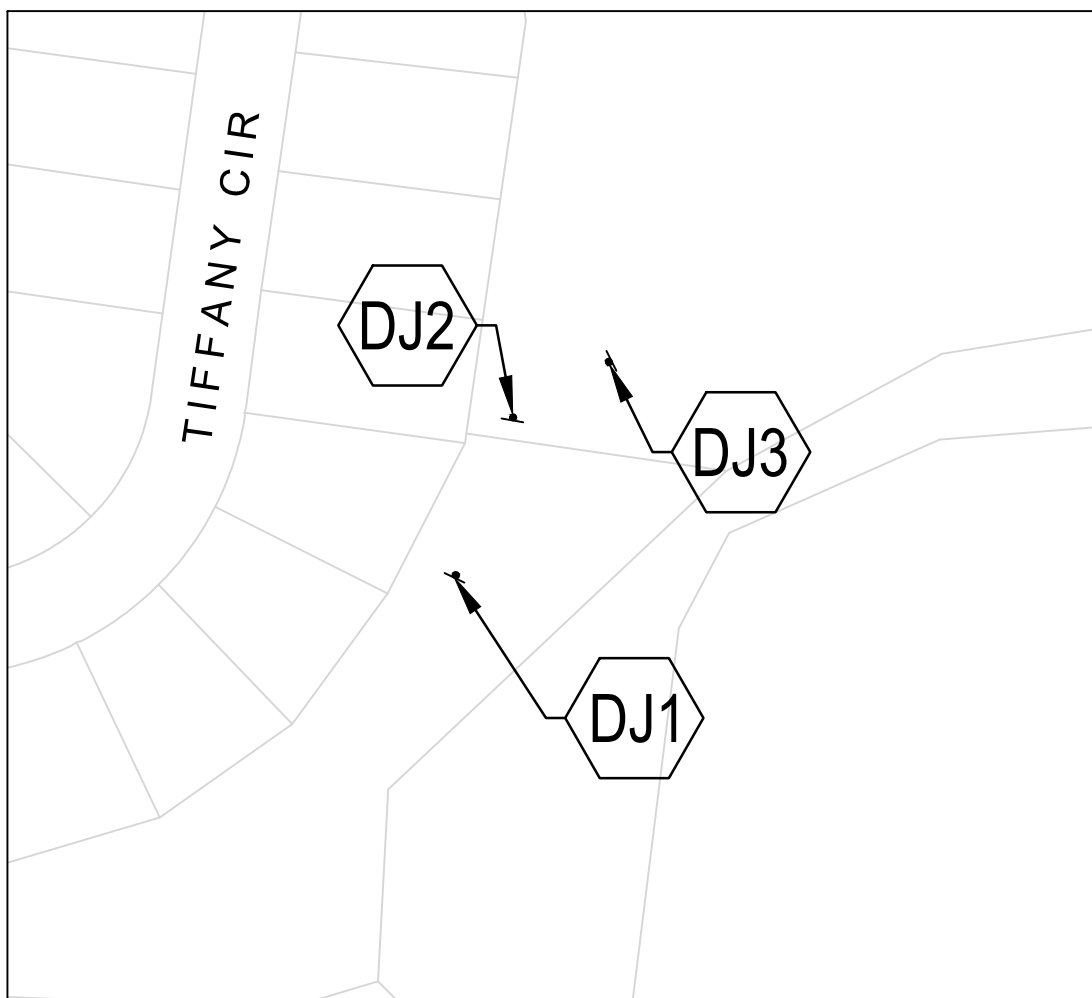
1 RIVERSIDE AVE TRAILHEAD Scale: 1:100



2 EASTWOOD PARK Scale: 1:100



3 MARLIN DRIVE Scale: 1:100



4 TIFFANY CIRCLE Scale: 1:100

DI	SEE DETAIL 1,2 / SHEET W-1	E.B. Maidu Regional Park W.B. Maidu Regional Park
DJ1	SEE DETAIL 1,2 / SHEET W-1	Eich Middle School Rocky Ridge Dr Maidu Regional Park Charleston Way
DJ2	SEE DETAIL 1,2 / SHEET W-1	Eich Middle School Rocky Ridge Dr Maidu Regional Park
DJ3	SEE DETAIL 1,2 / SHEET W-1	Eich Middle School Oak Ridge Dr 0.3 Sunrise Ave 0.6 Downtown Roseville 3.0
DK	SEE DETAIL 1,2 / SHEET W-1	Rocky Ridge Dr
DM1	SEE DETAIL 1,2 / SHEET W-1	Maidu Regional Park 2 Martin Drive Cirby Way/ Orlando Ave 0.1 Louis Orlando Transit Center 1

SIGNAGE NOTES:

- 1 NEW SINGLE SIDED SIGN AND METAL POST, SEE DETAIL 1/SHEET 104

LEGEND:

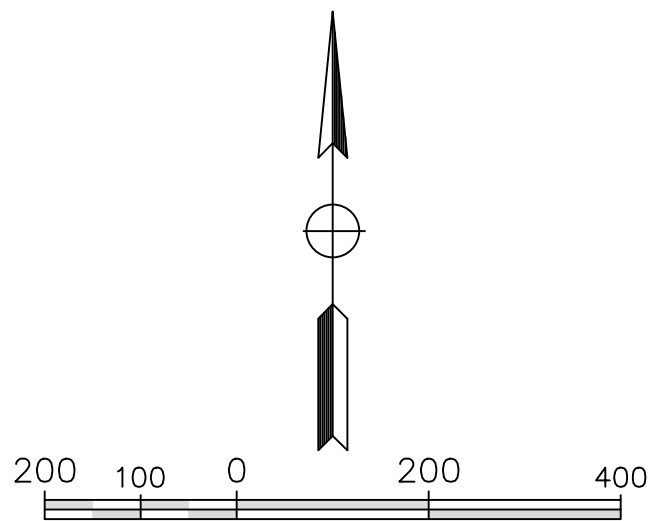
SINGLE SIDED SIGN

E.B. EASTBOUND

W.B. WESTBOUND

WAYFINDING KEY

KEY	DETAIL	SYMBOL AND TEXT
DA1	SEE DETAIL 1,2 / SHEET W-1	Maidu Regional Park 2 Riverside Ave. Trailhead Restroom/Water
DA2	SEE DETAIL 1,2 / SHEET W-1	Downtown Roseville Civic Center Transit Royer Park Saugstad Park & Ride Lot 1.4 0.8 Riverside Ave. Trailhead/Restroom
DA3	SEE DETAIL 1,2 / SHEET W-1	Darling Way
DA4	SEE DETAIL 1,2 / SHEET W-1	Machado Ln
DA5	SEE DETAIL 1,2 / SHEET W-1	Machado Ln
DB	SEE DETAIL 1,2 / SHEET W-1	E.B. Eastwood Park W.B. Eastwood Park
DC	SEE DETAIL 1,2 / SHEET W-1	Sunrise Ave South Sunrise Ave North
DD	SEE DETAIL 1,2 / SHEET W-1	E.B. Eich Middle School W.B. Eich Middle School
DF	SEE DETAIL 1,2 / SHEET W-1	Sunrise Ave North Sunrise Ave South
DG	SEE DETAIL 1,2 / SHEET W-1	W.B. Sunrise Ave Bus Stop
DH	SEE DETAIL 1,2 / SHEET W-1	E.B. Sunrise Ave Bus Stop



REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.	SEE NOTES
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304 12th St, Suite 2A Oakland, CA 94607 (510) 540-5008

DESIGNED BY: MM/RB/BB DATE: 5/2023

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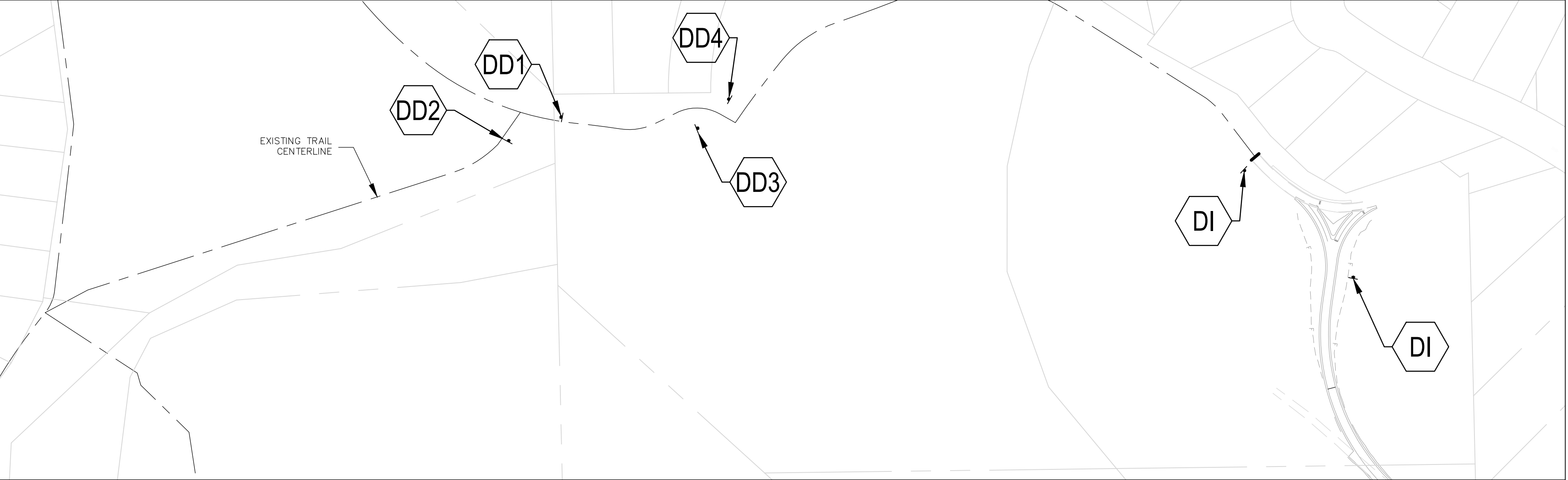


DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT WAYFINDING PLAN



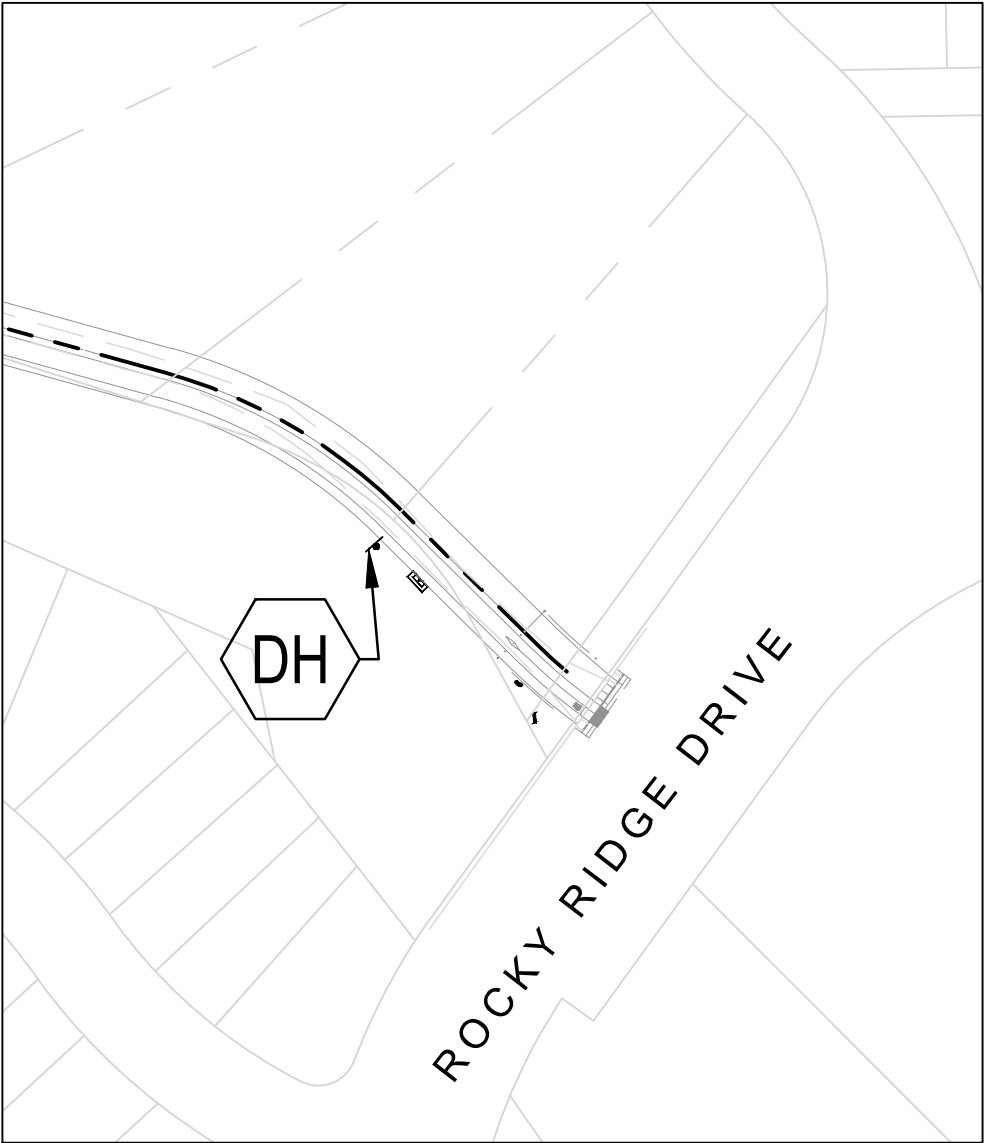
1 SUNRISE AVE

Scale: 1:100



2 TRAIL CONNECTION

Scale: 1:100



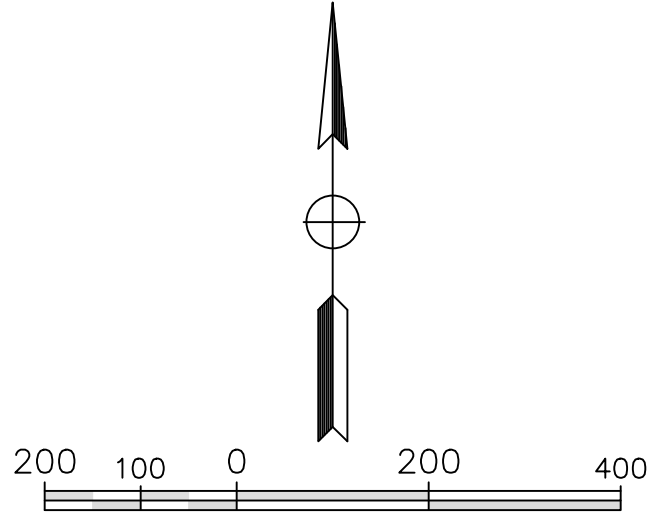
3 SUNRISE AVE

Scale: 1:100

- SIGNAGE NOTES:
- 1 NEW SINGLE SIDED SIGN AND METAL POST, SEE DETAIL 1/SHEET 104
- LEGEND:
- SINGLE SIDED SIGN
- E.B. EASTBOUND
- W.B. WESTBOUND

WAYFINDING KEY

KEY	DETAIL	SYMBOL AND TEXT
DA	SEE DETAIL 1,2 / SHEET W-1	E.B. Trailhead, Restroom, Water →
		← Trailhead, Restroom, Water W.B.
DB	SEE DETAIL 1,2 / SHEET W-1	E.B. Eastwood Park →
		← Eastwood Park W.B.
DC	SEE DETAIL 1,2 / SHEET W-1	☉ Sunrise Ave South ☉ Sunrise Ave North
DD1	SEE DETAIL 1,2 / SHEET W-1	☉ Eich Middle School Sunrise Ave 0.7 Riverside Ave 2.1 Downtown/Civic Center 3.5
DD2	SEE DETAIL 1,2 / SHEET W-1	☉ Eich Middle School Rocky Ridge Dr Maidu Regional Park 0.5 ☉
DD3	SEE DETAIL 1,2 / SHEET W-1	☉ Sierra Gardens Dr Maidu Regional Park ☉
DD4	SEE DETAIL 1,2 / SHEET W-1	☉ Sierra Gardens Dr ☉ Sunrise Ave Riverside Ave
DD5	SEE DETAIL 1,2 / SHEET W-1	Sunrise Ave Riverside Ave ☉
DE	SEE DETAIL 1,2 / SHEET W-1	Sunrise Ave North ☉
DF	SEE DETAIL 1,2 / SHEET W-1	☉ Sunrise Ave North Sunrise Ave South ☉
DH	SEE DETAIL 1,2 / SHEET W-1	E.B. Sunrise Ave Bus Stop →



REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. SEE NOTES
THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.	

FIELD BOOK
SCALE
HORIZ. _____
VERT. _____

CITY# 400022

CITY OF ROSEVILLE CALIFORNIA

alta

304 12th St, Suite 2A Oakland, CA 94607 (510) 540-5008

DESIGNED BY: MM/RB/BB DATE 5/2023

CHECKED BY: BB/ED DATE 5/2023

DRAWN BY: MM DATE 5/2023



DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT WAYFINDING PLAN

RETAINING WALL NOTES

GENERAL NOTES:

1. SPECIFICATIONS, CODES AND STANDARDS NOTED IN THE CONTRACT DOCUMENTS SHALL BE OF THE LATEST EDITION UNLESS OTHERWISE NOTED.
2. DIMENSIONS SHALL NOT BE SCALED OFF OF THE DRAWINGS.
3. ALL WORK SHALL CONFORM TO MINIMUM STANDARDS OF THE 2016 CALIFORNIA BUILDING CODE, OF ANY CODES LISTED IN THE DRAWINGS OR SPECIFICATIONS AND OF ANY REGULATING AGENCIES WHICH HAVE AUTHORITY OVER ANY PORTION OF THE WORK INCLUDING THE CALIFORNIA HEALTH AND SAFETY CODE.
4. PRIOR TO SUBMITTING SHOP DRAWINGS AND PRODUCT DATA, THE CONTRACTOR SHALL VERIFY THAT THE SUBMITTALS MEET THE REQUIREMENTS OF THE DRAWINGS AND SPECIFICATIONS. THE CONTRACTOR SHALL SPECIFICALLY NOTE ANY EXCEPTIONS TO THESE REQUIREMENTS WITH THE SUBMITTAL.
5. OPENINGS, POCKETS, ETC. SHALL NOT BE PLACED IN STRUCTURAL MEMBERS UNLESS SPECIFICALLY DETAILED ON THE STRUCTURAL DRAWINGS. NOTIFY THE ENGINEER WHEN WORK REQUIRES OPENINGS, POCKETS, ETC. IN STRUCTURAL MEMBERS NOT SHOWN ON THE STRUCTURAL DRAWINGS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES AND SHALL CHECK ALL DIMENSIONS AND HOLES AND OPENINGS REQUIRED IN STRUCTURAL MEMBERS. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE ARCHITECT/ENGINEER AND SHALL BE RESOLVED BEFORE PROCEEDING WITH THE WORK.
7. THE CONTRACT DOCUMENTS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT LIFE AND PROPERTY DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT ARE NOT LIMITED TO, BRACING AND SHORING FOR LOADS DUE TO CONSTRUCTION EQUIPMENT AND MATERIALS. OBSERVATION VISITS TO THE SITE BY THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE ABOVE ITEMS.

DESIGN DATA:

1. CODE: AASHTO LRFD 8TH EDITION AND THE CALIFORNIA AMENDMENTS DATED APRIL 2019.
2. WIND DESIGN DATA (FOR FENCES AND RAILINGS):

DESIGN METHOD:ASCE 7-16 CHAPTER 29 DIRECTIONAL PROCEDURE
BASIC WIND SPEED (3-SEC GUST): 110 mph
WIND EXPOSURE: C
DESIGN WIND PRESSURE: 24.7 PSF
RISK CATEGORY: II
3. EARTHQUAKE DESIGN DATA:

NO INCREMENTAL SEISMIC LOADING APPLIED (PGA < 0.4g)

LEGEND

RETAINING WALL
PROPERTY LINE
CUT LIMIT
FILL LIMIT
REMOVE TREE

CALTRANS 2015
STANDARD PLANS
REFERENCE

B3-5
3-4

SHEET REFERENCE
DETAIL REFERENCE

RETAINING WALL NOTES CONT.

FOUNDATIONS:

1. THE FOUNDATION DESIGN IS BASED ON RECOMMENDATIONS IN THE REPORT BY CRAWFORD & ASSOCIATES, INC., FINAL GEOTECHNICAL DESIGN REPORT FOR THE DRY CREEK GREENWAY EAST PHASE 1 PROJECT LOCATED IN ROSEVILLE, CALIFORNIA, DATED APRIL 2021.

2. COPIES OF THE REPORT ARE AVAILABLE FROM THE ARCHITECT/ENGINEER.

3. FOUNDATION EXCAVATIONS SHALL BE INSPECTED AND APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT OF ANY REINFORCING STEEL OR CONCRETE.

4. WALL TYPE: SOLDIER PILE WALL

DRILL VERTICAL SOLDIER PILES WITH MINIMUM 10FT EMBEDMENT INTO INTACT UNIT 2 MATERIALS.
CONSTRUCT LAGGING AND/OR FACING ELEMENTS TO SUPPORT BACKFILL.

5. WALL TYPE: CONVENTIONAL SPREAD FOUNDATION

DESIGN VALUES:
SOIL UNIT WEIGHT = 120-130 PCF
MAXIMUM BEARING PRESSURE AND LATERAL EARTH PRESSURES = SEE GEOTECH REPORT FOR VALUES PER WALL
LATERAL RESISTANCE
PASSIVE PRESSURE = 200 PCF
COEFFICIENT OF FRICTION = 0.33 TO 0.36 PER REPORT

6. DEPTH OF FOOTINGS SHOWN ON THE DRAWINGS ARE MINIMUM, AND THE BOTTOM OF FOOTING SHALL BE LOWERED AS REQUIRED AT THE DIRECTION OF THE GEOTECHNICAL ENGINEER TO REMOVE SOFT OR LOOSE MATERIALS AND REPLACE WITH LEAN CONCRETE OR SUITABLE GRANULAR BACKFILL TO A MAXIMUM DEPTH OF 3 FEET BELOW THE BOTTOM OF FOOTING, WITH THE APPROVAL OF THE GEOTECHNICAL ENGINEER.

7. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL EXCAVATION PROCEDURES, INCLUDING LOGGING, SHORING AND PROTECTION OF ADJACENT PROPERTY, STRUCTURES, STREETS AND UTILITIES IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT.

8. PLACE CONCRETE "NEAT" AGAINST TRIMMED INTACT BEARING MATERIAL IN CLEAN AND DRY EXCAVATION.

9. PRIOR TO GRADING, DEMOLISH AND CLEAR THE SITE TO REMOVE STRUCTURES, FENCES, VEGETATION, TREE ROTS, DEBRIS, ABANDONED UTILITIES, SOFT OR UNSTABLE AREAS, AND OTHER DELETERIOUS MATERIALS.

RETAINING WALL NOTES CONT.

CONCRETE AND REINFORCING STEEL:

1. INSERTS: ALL ITEMS TO BE CAST IN CONCRETE, SUCH AS REINFORCING DOWELS, BOLTS, ANCHORS, PIPES, SLEEVES, ETC., SHALL BE POSITIONED IN THE FORMS BEFORE PLACING THE CONCRETE.

2. CONSTRUCTION JOINTS: PROVIDE AS DETAILED ON DRAWINGS. EXPOSE CLEAN COARSE AGGREGATE SOLIDLY EMBEDDED IN MORTAR MATRIX BY SANDBLASTING, BUSHAMMER, OR OTHER APPROVED METHOD. LOCATION OF CONSTRUCTION JOINTS SHALL BE APPROVED BY THE STRUCTURAL ENGINEER.

3. REINFORCING STEEL: ASTM A615 GRADE 60.

ASTM A706 WHERE WELDED.

4. ALL REINFORCEMENT SHALL BE CONTINUOUS. STAGGER SPLICES WHERE POSSIBLE. LAP LENGTHS SHALL BE AS FOLLOWS, UNLESS OTHERWISE NOTED.

#4: 24"
#5: 30"
#6: 36"
#7: 53"
#8: 60"

5. MINIMUM CLEAR CONCRETE COVER FOR REINFORCEMENT, UNLESS OTHERWISE NOTED:

CAST AGAINST EARTH: 3 INCHES
CAST IN FORMS AND EXPOSED TO EARTH OR WEATHER:
#6 BAR AND LARGER 2 INCHES
#5 BAR AND SMALLER 1 1/2 INCHES
NOT EXPOSED TO EARTH OR WEATHER:
SLABS, WALLS AND JOISTS:
#11 BAR AND SMALLER 3/4 INCH
#14 BAR AND LARGER 1 1/2 INCHES
CLEARANCES ARE TO CLOSEST REINFORCEMENT.

6. STRENGTH: MINIMUM COMPRESSIVE STRENGTH SHALL BE 3000 PSI

STATEMENT OF SPECIAL INSPECTIONS:

THE FOLLOWING TESTS AND INSPECTIONS ARE REQUIRED FOR THIS PROJECT. THE TESTS AND INSPECTIONS INDICATED HERE ARE THE RESPONSIBILITIES OF THE OWNER'S SPECIAL INSPECTOR, AS REQUIRED BY SECTION 1704 OF THE CBC.

EARTHWORK (PERFORMED BY A GEOTECHNICAL ENGINEER):

1. PROVIDE PERIODIC INSPECTION DURING EXCAVATION, GRADING, AND FILL OPERATIONS.

A. OBSERVE HEIGHT OF LISTS, MOISTURE CONTROL, AND COMPACTION.
B. COMPACTION VERIFICATION TESTS ACCORDING TO ASTM D 1557. THE FREQUENCY OF TESTS SHALL BE AS DEEMED APPROPRIATE BY THE GEOTECHNICAL ENGINEER.

CAST-IN-PLACE CONCRETE:

1. PROVIDE PERIODIC INSPECTION OF REINFORCING STEEL AND PLACEMENT.

2. PROVIDE PERIODIC INSPECTION OF ANCHORS CAST IN CONCRETE.

3. VERIFY THE USE OF THE REQUIRED CONCRETE DESIGN MIX.

4. AT THE TIME FRESH CONCRETE IS SAMPLED TO FABRICATE SPECIMENS FOR STRENGTH TESTS, PERFORM CONTINUOUS TESTING FOR SLUMP AND AIR CONTENT, AND DETERMINE THE TEMPERATURE OF THE CONCRETE.

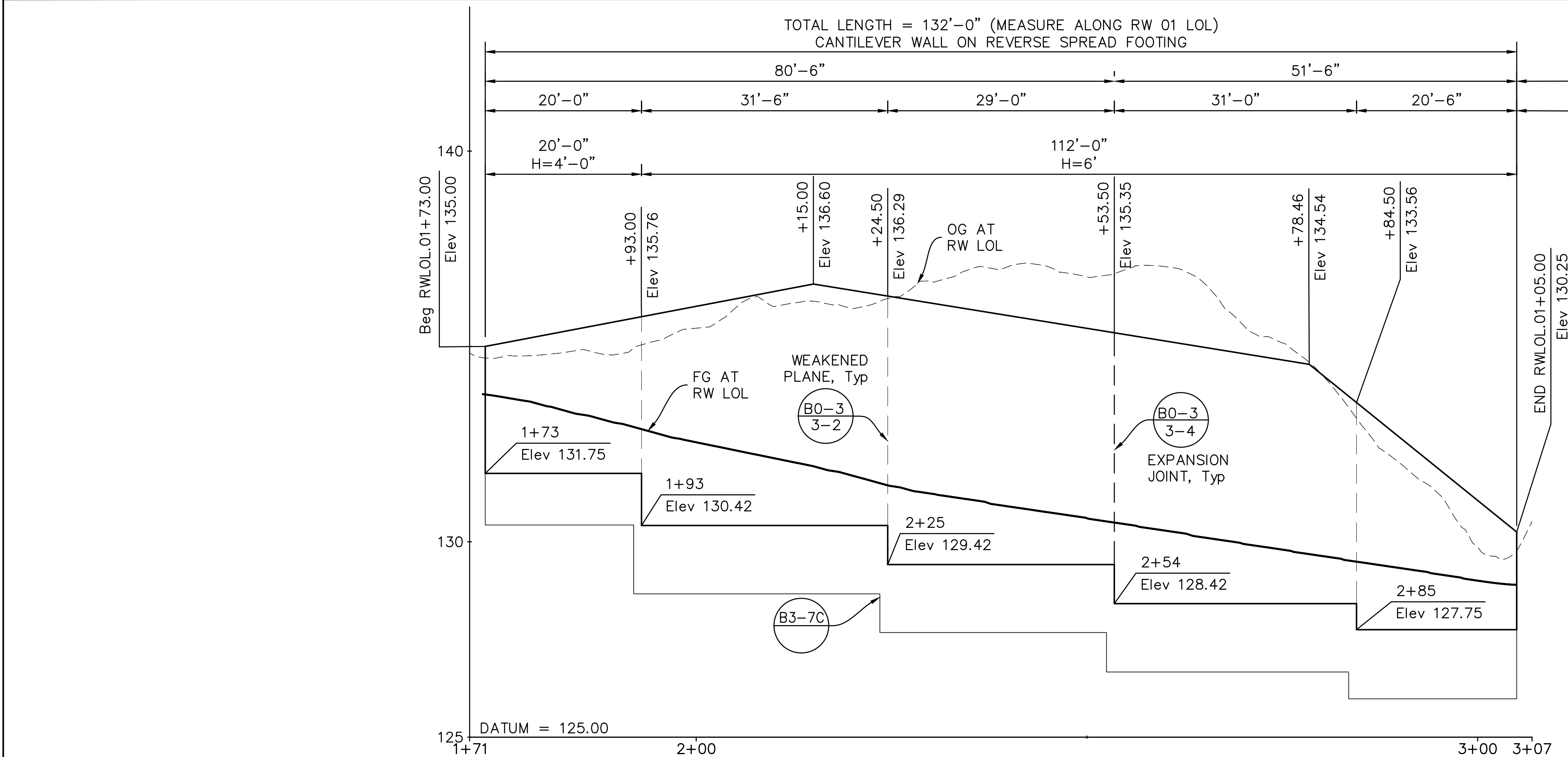
5. PROVIDE PERIODIC INSPECTION OF THE MAINTENANCE OF THE SPECIFIED CURING TEMPERATURE AND TECHNIQUES.

6. PROVIDE PERIODIC INSPECTION OF THE FORMWORK FOR SHAPE, LOCATION, AND DIMENSIONS OF THE CONCRETE MEMBER BEING FORMED.

REVISIONS				BENCH MARK ELEV. _____	FIELD BOOK	CITY# 400022	CITY OF ROSEVILLE CALIFORNIA	PSOMAS 1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122 DESIGNED BY: Y. PROKOFYEVA DATE 05/2023 CHECKED BY: D. FREDERICKS DATE 05/2023 DRAWN BY: A. JAUREGUI DATE 05/2023	REGISTERED PROFESSIONAL ENGINEER DOUGLAS M. FREDERICKS Exp. 9-30-23 CIVIL STATE OF CALIFORNIA	DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT GENERAL NOTES		SHEET 109 OF 168
NO.	DESCRIPTION	DATE	BY									

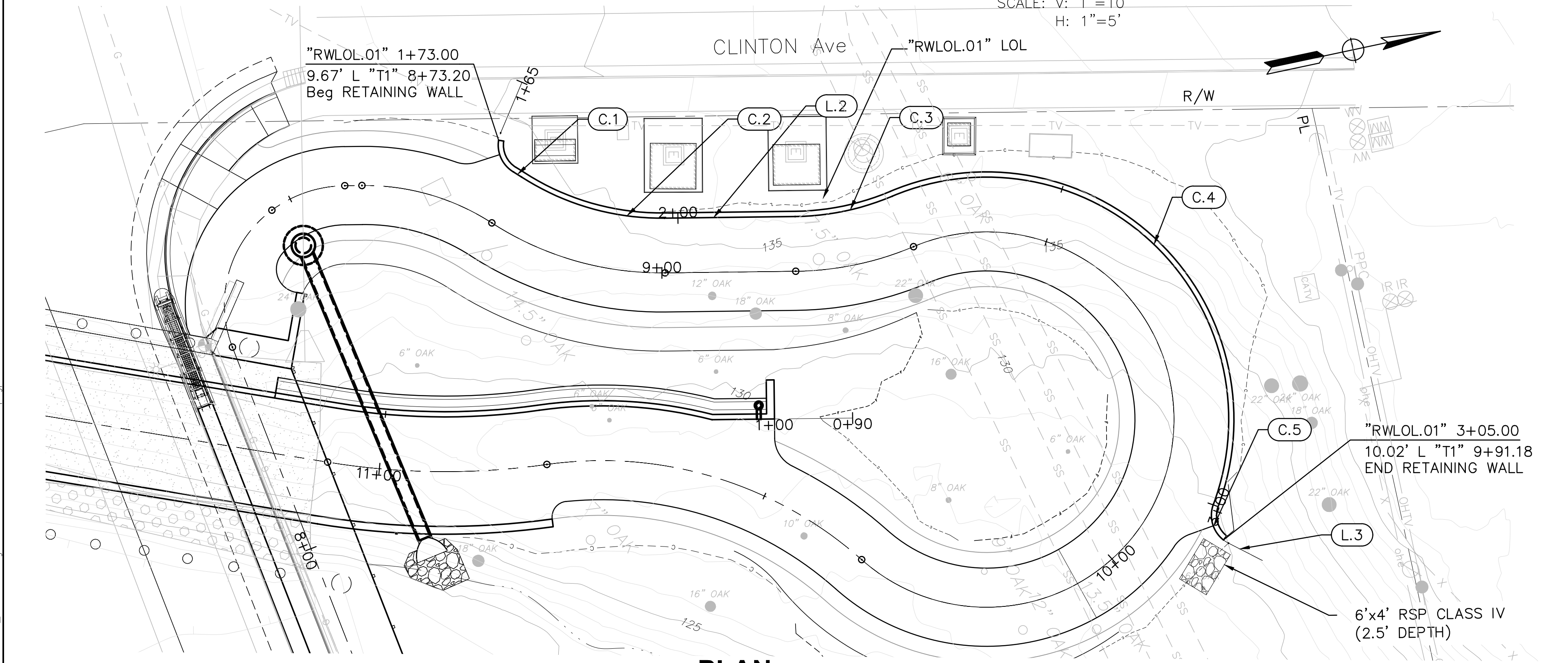
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Xrefs: S:\border\DCBT-C-RD\DCBT-X-P\IV-TPG-DryCreek_Topo-A\DCBT-C-TPG-ADDITIONS\ 20-103-LWD_Base\Bridge_cross_sections\DCGE_RW_NO.1-NO.13\DCBT-X-UTL
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ELEVATION

SCALE: V: 1"=10'
H: 1"=5'

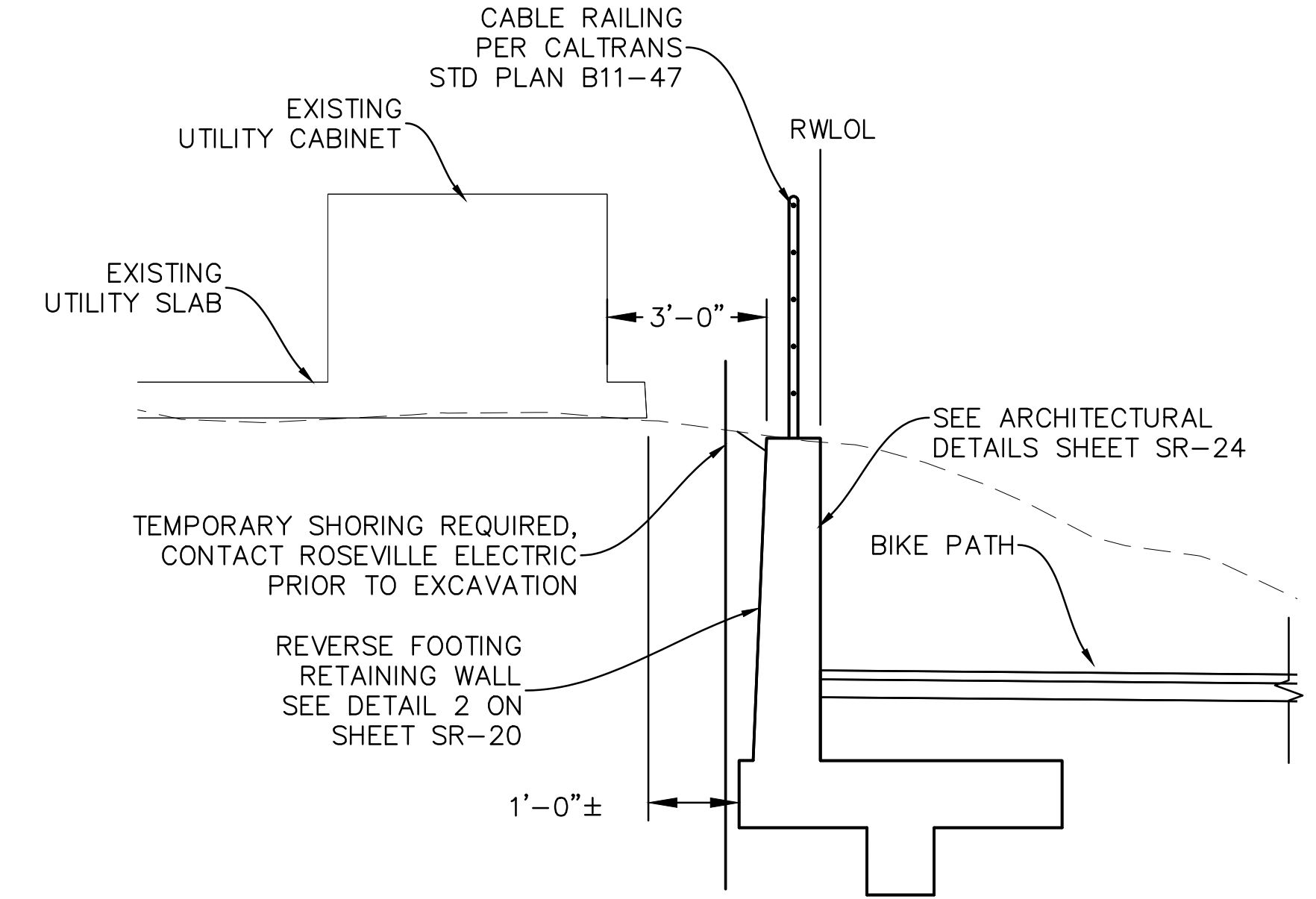


PLAN

SCALE: 1"=10'

NOTES:

1. TOP OF WALL PROFILES ARE LINEAR BETWEEN POINTS SHOWN UNLESS OTHERWISE NOTED.
2. "H" REFERS TO MAXIMUM DESIGN HEIGHT OF RETAINING WALL.
3. TOP OF FOOTING IS LEVEL, Typ
4. 4" Ø DRAINS AT WEAKENED PLANE SPACING LOCATED 3"± ABOVE FINISHED GRADE BEHIND RETAINING WALL.
5. SHORING OF EXISTING UTILITY SLABS REQUIRED DURING WALL CONSTRUCTION



TYPICAL SECTION

SCALE: 3/8"=1'

CURVE DATA					
No.	X	R	Δ	T	L
C.1		37'	1°53'20"	1.22'	1.22'
C.2		33'	33°31'51"	19.04'	19.31'
C.3		33'	22°11'12"	12.70'	12.78'
C.4		31'	133°21'18"	56.93'	72.15'
C.5		4'	83°26'15"	5.32'	5.83'

CONTROL LINE SEGMENT TABLE					
No.	LINE	LENGTH	BEARING	START STATION	END STATION
L.3	"RWLOL.01"	4.89'	N 39° 01' 43" E	3+05.75	3+10.64
L.2	"RWLOL.01"	16.72'	N 11° 17' 52" E	1+98.28	2+15.00

REVISIONS			
NO.	DESCRIPTION	DATE	BY

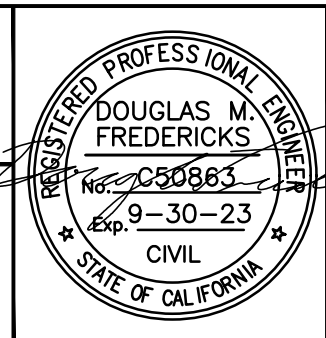
BENCH MARK	ELEV.

FIELD BOOK

CITY# 400022



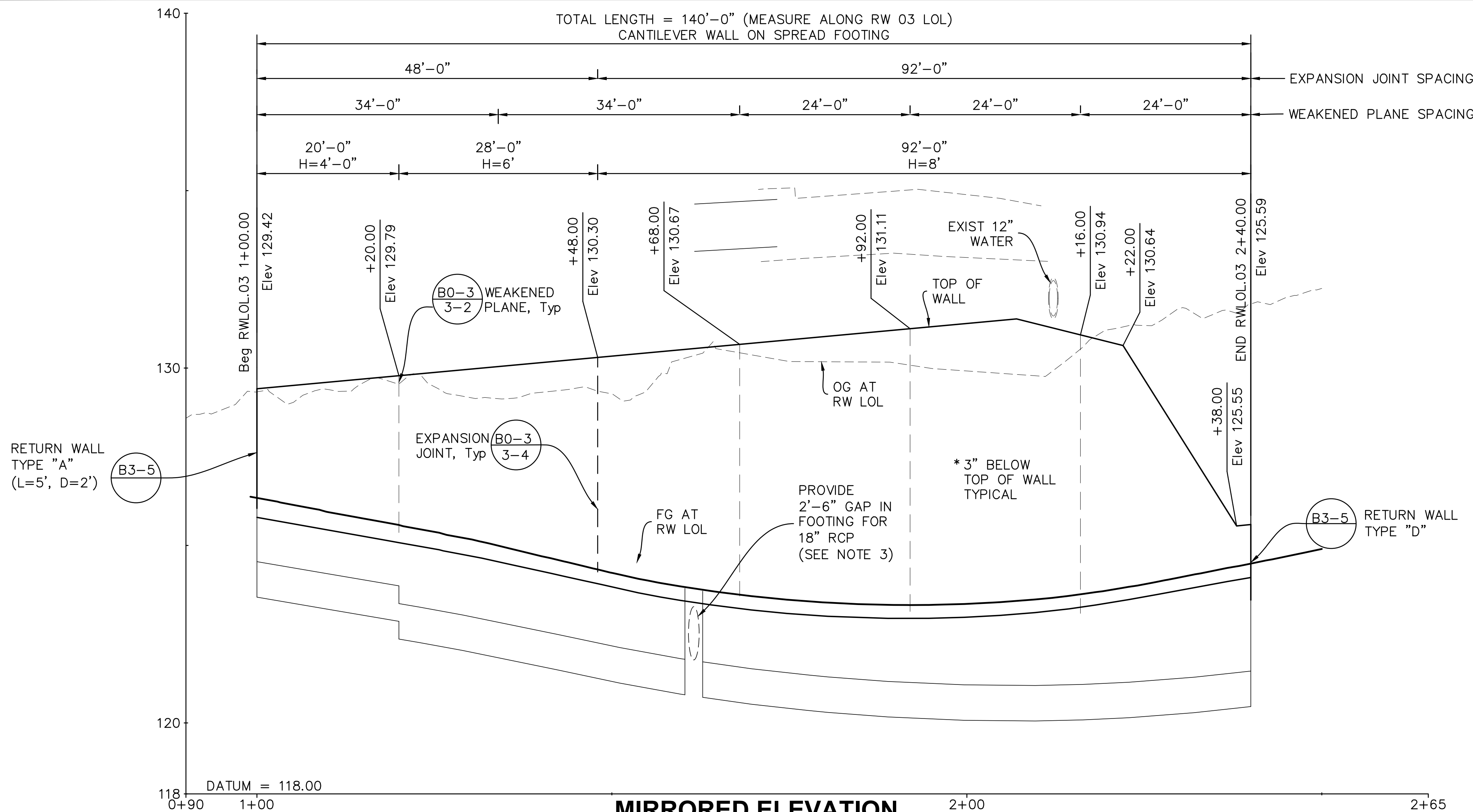
P S O M A S			
1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122			
DESIGNED BY:	Y. PROKOFYEVA	DATE	05/2023
CHECKED BY:	D. FREDERICKS	DATE	05/2023
DRAWN BY:	A. JAUREGUI	DATE	05/2023



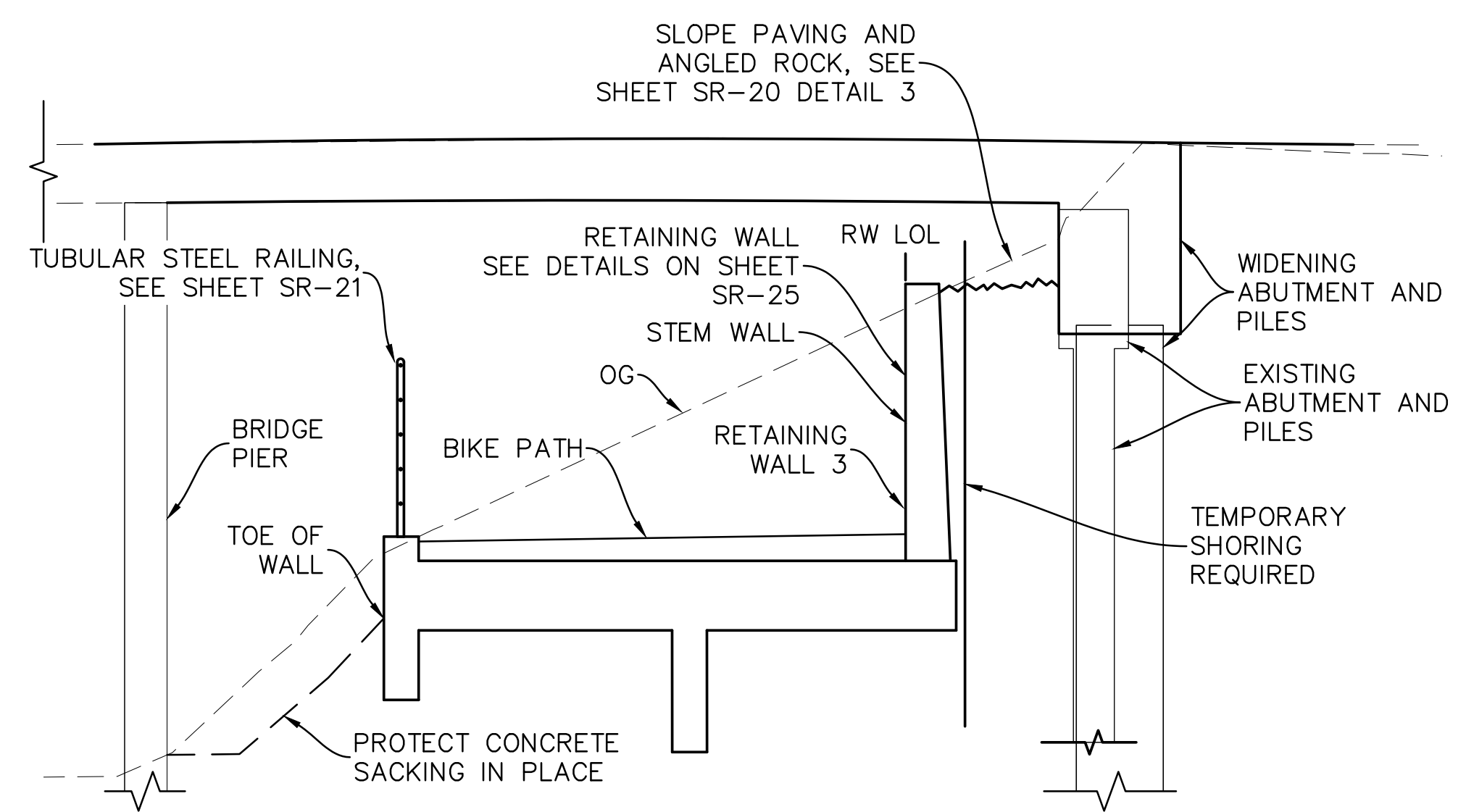
DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
RETAINING WALL 1 PLAN & PROFILE

SR-02
SHEET 110 OF 168

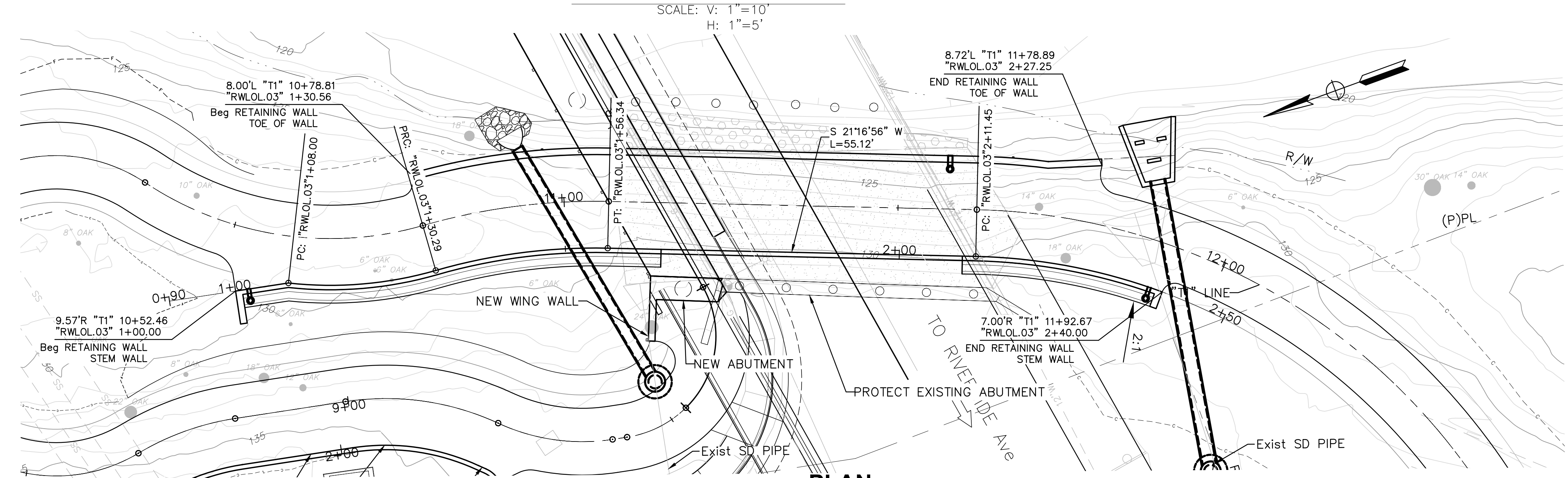
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Images: cropped COR black logo.tif605-430_Sunrise Bridge and Flood Control049b.png



- NOTES:**
1. TOP OF WALL PROFILES ARE LINEAR BETWEEN POINTS SHOWN UNLESS OTHERWISE NOTED.
 2. "H" REFERS TO MAXIMUM DESIGN HEIGHT OF RETAINING WALL.
 3. 2'-6" GAP IN FOOTING AT LOCATION OF RCP
 4. 4" Ø DRAINS AT WEAKENED PLANE SPACING LOCATED 3"± ABOVE FINISHED GRADE BEHIND RETAINING WALL.



TYPICAL SECTION
SCALE: 1/4"=1'

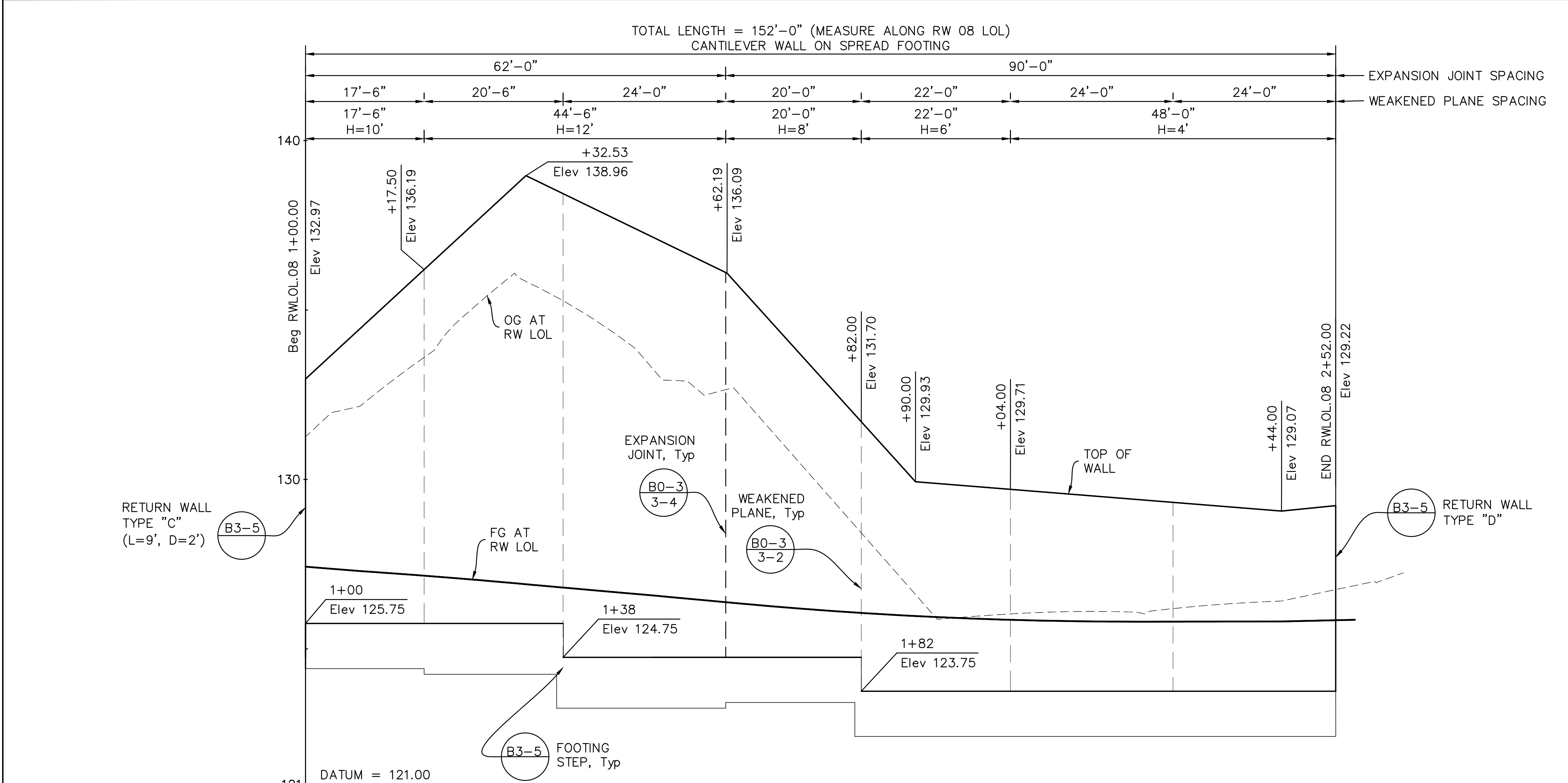


PLAN
SCALE: 1"=10'

REVISIONS				BENCH MARK	ELEV.	FIELD BOOK	CITY# 400022	PSOMAS	DESIGNED BY: Y. PROKOFEVA DATE 05/2023	CHECKED BY: D. FREDERICKS DATE 05/2023	DRAWN BY: A. JAUREGUI DATE 05/2023	PROFESSIONAL SEAL: DOUGLAS M. FREDERICKS, CIVIL ENGINEER, STATE OF CALIFORNIA, No. 930863, Exp. 9-30-23	DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT RETAINING WALL 3 PLAN & PROFILE		SHEET 111 OF 168
NO.	DESCRIPTION	DATE	BY												

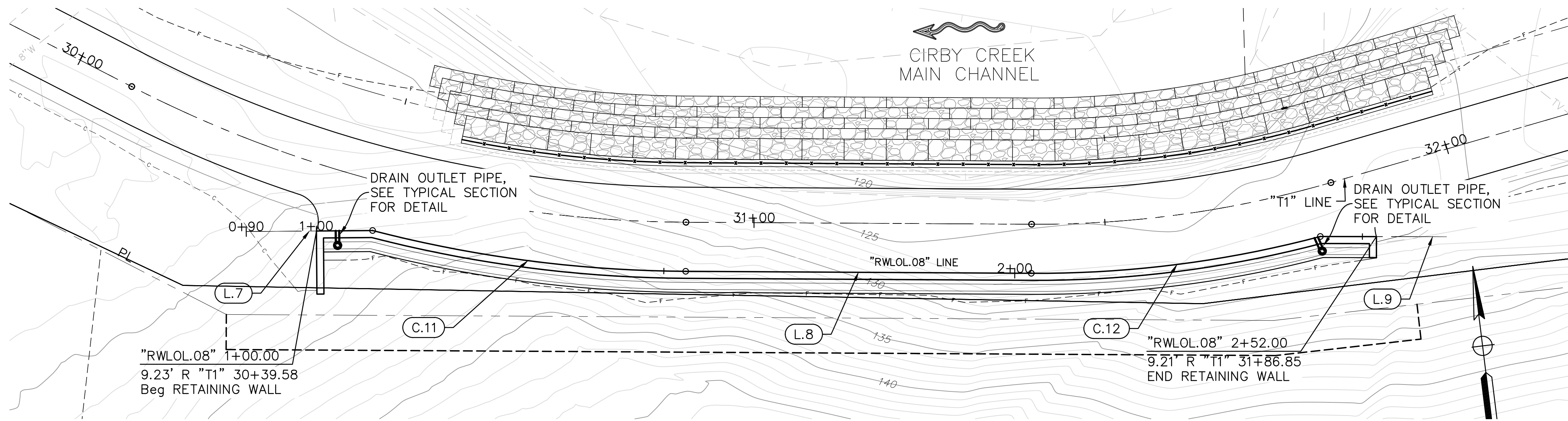
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Xrefs: S:\border\TPG-DryCreek_Topo-A\DCBT-X-PI\DCBT-X-C-TOPO-ADDITIONS\ 20-103-LWD_Base\DCOE_RW_NO.1-NO.13\Bridge_cross_sections\DCBT-X-UTL
Images: cropped COR_black_logo.tif\605-430_Sunrise Bridge and Flood Control\dc49b.png



MIRRORED ELEVATION

SCALE: V: 1"=2'
H: 1"=10'

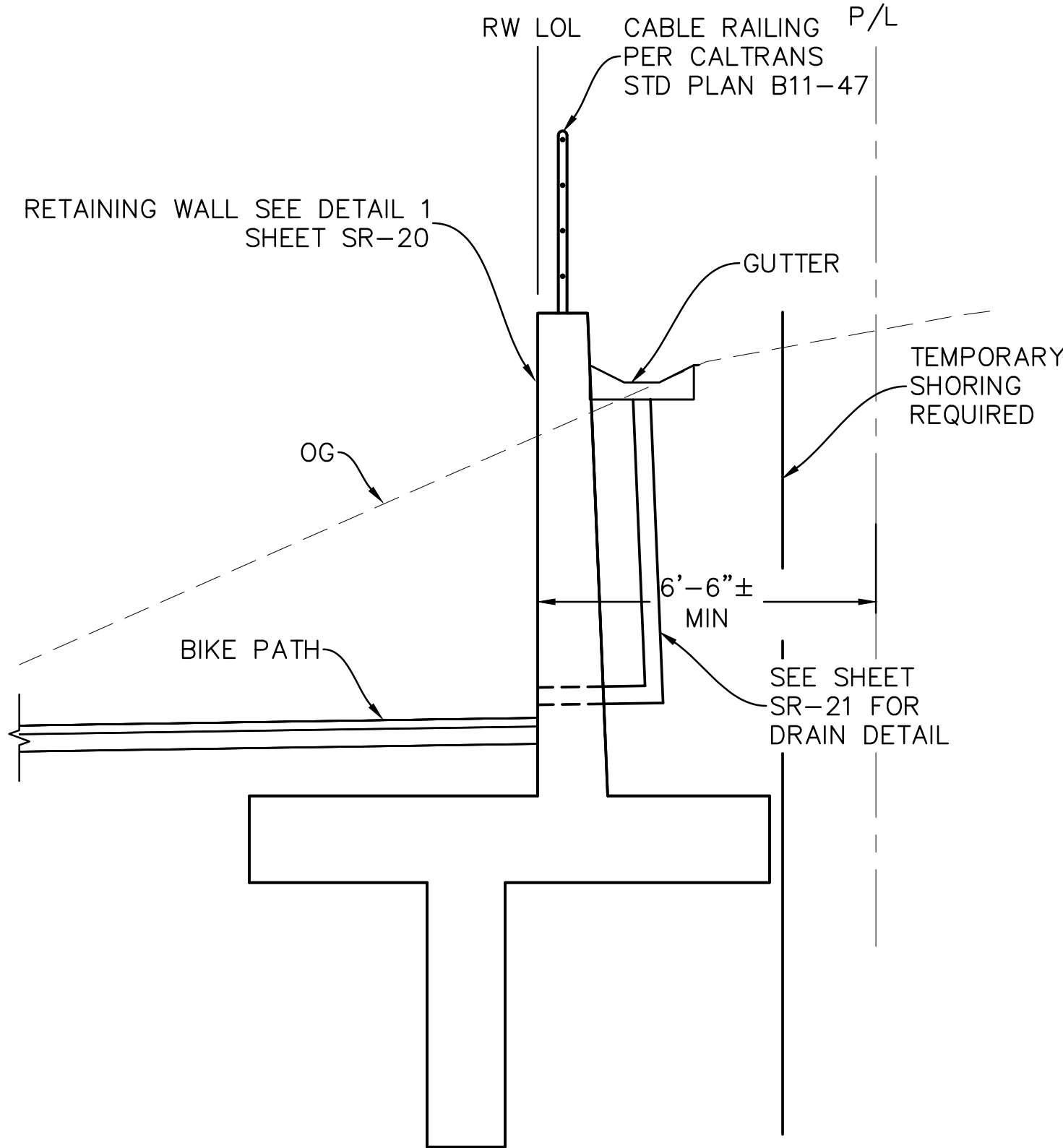


PLAN

SCALE: 1"=10'

NOTES:

1. TOP OF WALL PROFILES ARE LINEAR BETWEEN POINTS SHOWN UNLESS OTHERWISE NOTED.
2. "H" REFERS TO MAXIMUM DESIGN HEIGHT OF RETAINING WALL.
3. TOP OF FOOTING IS LEVEL, Typ
4. 4" Ø DRAINS AT WEAKENED PLANE SPACING LOCATED 3"± ABOVE FINISHED GRADE BEHIND RETAINING WALL.
5. FOR GUTTER OUTLET PIPE DETAIL SEE SHEET SR-21.



TYPICAL SECTION

SCALE: 1/2"=1'

CURVE DATA				
No. X	R	Δ	T	L
C.11	182'	14°12'05"	45.00'	45.11'
C.12	157'	15°11'49"	41.52'	41.64'

CONTROL LINE SEGMENT TABLE					
No.	LINE	LENGTH	BEARING	START STATION	END STATION
L.7	"RWLOL.08"	18.00'	S 83° 28' 09" E	0+90.00	1+08.00
L.8	"RWLOL.08"	49.25'	S 82° 40' 14" E	1+53.11	2+02.36
L.9	"RWLOL.08"	18.00'	S 82° 52' 03" E	2+44.00	2+62.00

SR-04

REVISIONS			
NO.	DESCRIPTION	DATE	BY
PROGRESS PRINT			

BENCH MARK	ELEV.

FIELD BOOK
SCALE
HORIZ. AS NOTED
VERT. AS NOTED

CITY# 400022

CITY OF ROSEVILLE CALIFORNIA

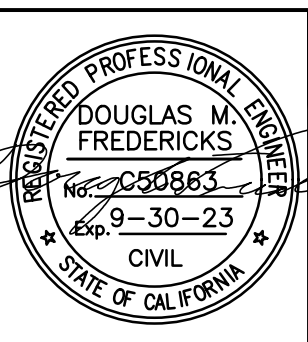
PSOMAS

1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122

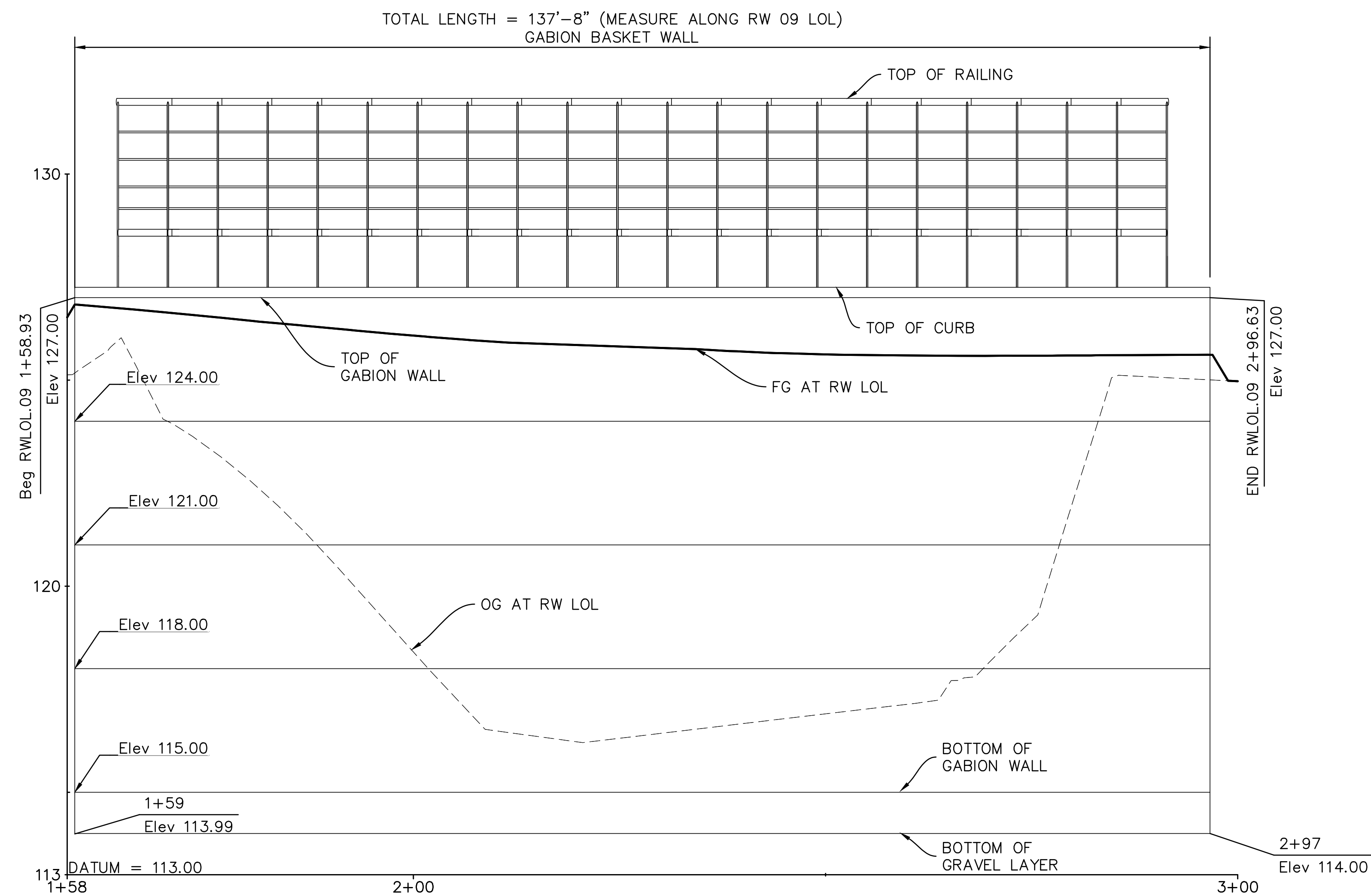
DESIGNED BY: Y. PROKOFYEVA DATE 05/2023

CHECKED BY: D. FREDERICKS DATE 05/2023

DRAWN BY: A. JAUREGUI DATE 05/2023

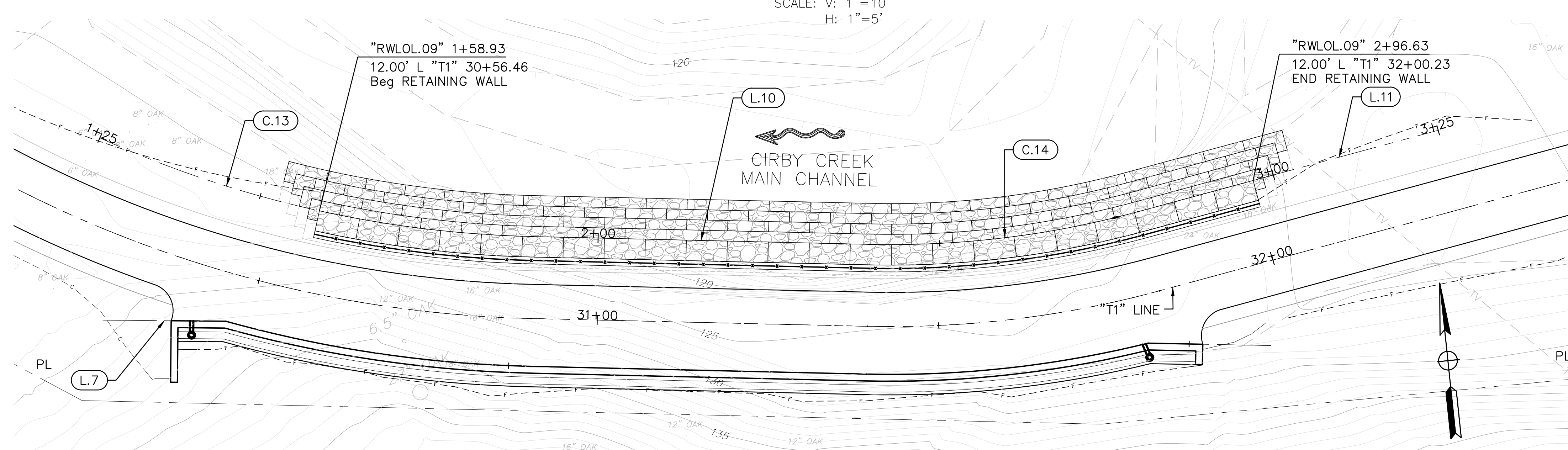


DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
RETAINING WALL 8 PLAN & PROFILE



ELEVATION

SCALE: V: 1"=10'
H: 1"=5'

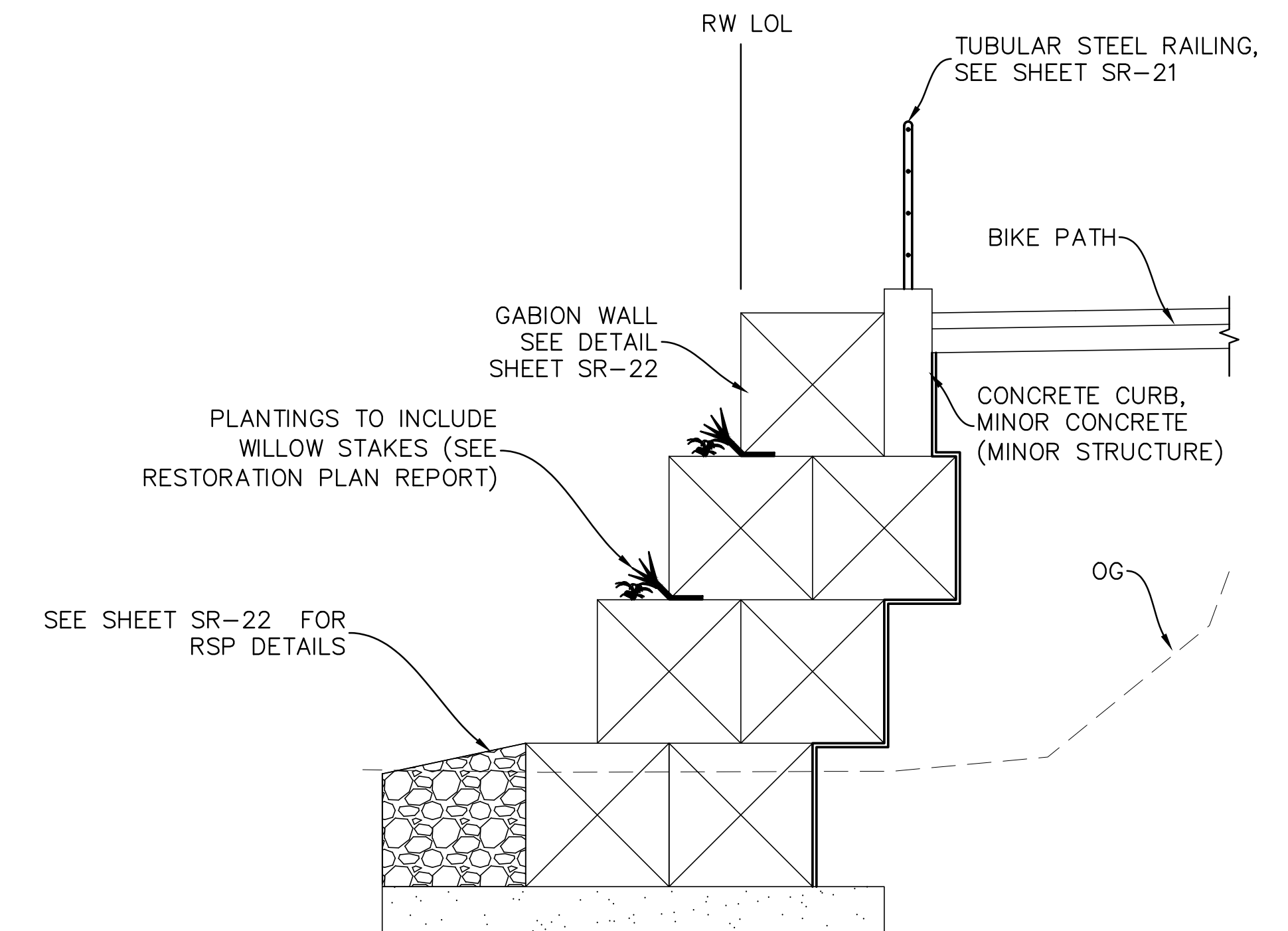


PLAN

SCALE: 1"=10'

- NOTES:

1. TOP OF WALL PROFILES ARE LINEAR BETWEEN POINTS SHOWN UNLESS OTHERWISE NOTED
2. TOP OF FOOTING IS LEVEL, Typ



TYPICAL SECTION

SCALE: $\frac{3}{8}" = 1'$

CURVE DATA				
No. X	R	Δ	T	L
C.13	163'	23°00'21"	65.01'	65.45'
C.14	138'	16°30'16"	39.61'	39.75'

CONTROL LINE SEGMENT TABLE					
No.	LINE	LENGTH	BEARING	START STATION	END STATION
L.10	"RWLOL.09"	49.25'	S 82° 40' 14" E	1+90.45	2+39.70
L.11	"RWLOL.09"	45.55'	N 80° 49' 31" E	2+79.45	3+25.00

[illegible][illegible]

FIELD BOOK
SCALE
HORIZ. <u>AS NOTED</u>
VERT. <u>AS NOTED</u>

CITY#	400022
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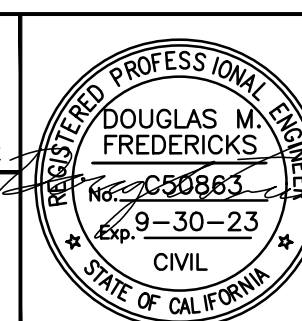
P S O M A S

1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122

DESIGNED BY: Y. PROKOFYEVA DATE 05/2023

CHECKED BY: D. FREDERICKS DATE 05/2023

CHECKED BY: _____ DATE: _____
DRAWN BY: A. JAUREGUI DATE: 05/2023

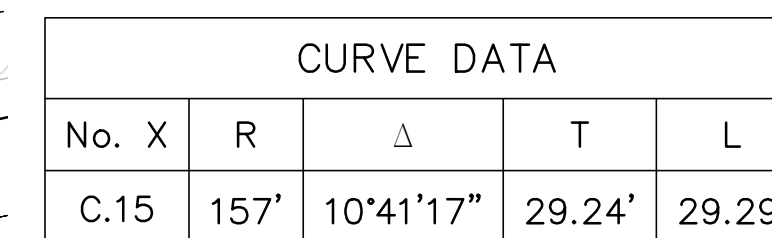


DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT RETAINING WALL 9 PLAN & PROFILE

SR-05

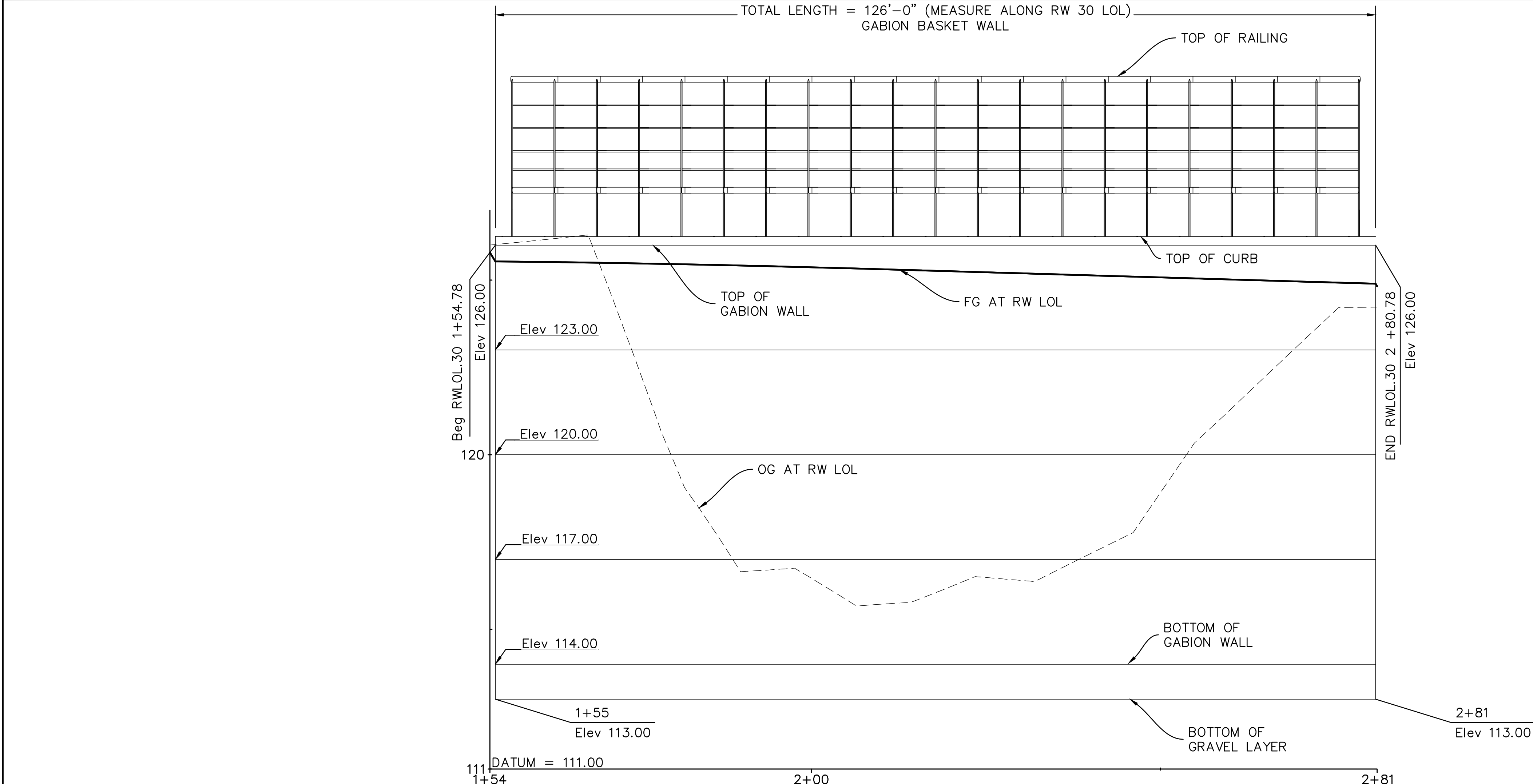
SHEET
113
— OF —
168

1. STANDARD PLAN RETAINING WALL
2. TOP OF WALL PROFILES ARE LINEAR BETWEEN POINTS SHOWN UNLESS OTHERWISE NOTED
3. "H" REFERS TO AVERAGE DESIGN HEIGHT OF RETAINING WALL
4. TOP OF FOOTING IS LEVEL, Typ
5. 4" ϕ DRAINS AT WEAKENED PLANE SPACING LOCATED 3" $\pm$ ABOVE FINISHED GRADE BEHIND RETAINING WALL.
6. FOR GUTTER OUTLET PIPE DETAIL SEE SHEET SR-21.

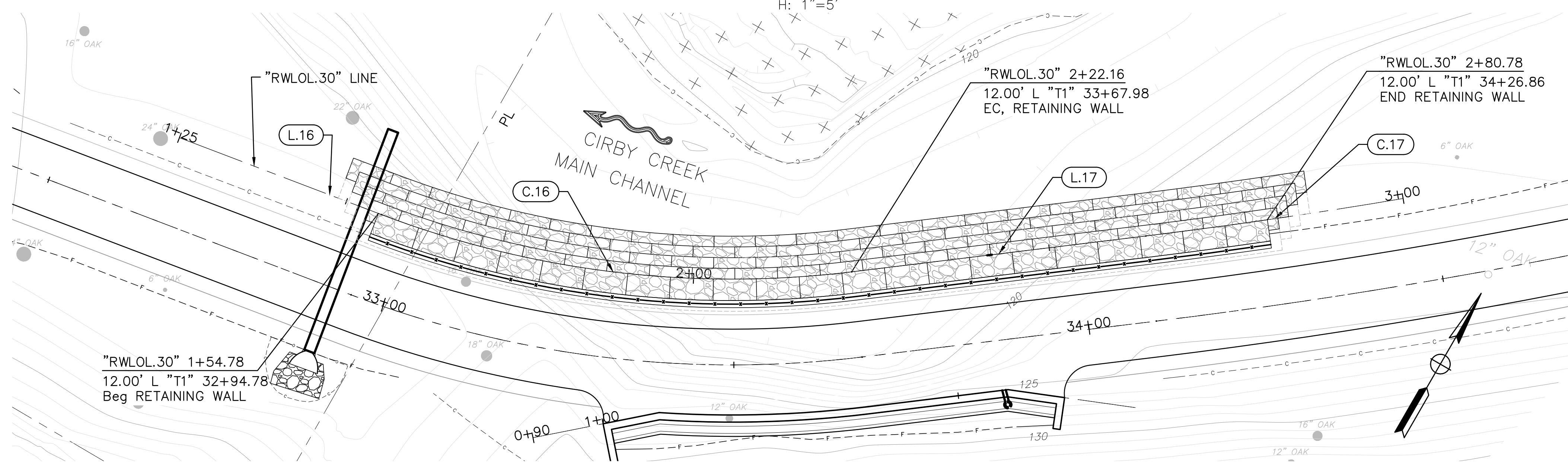
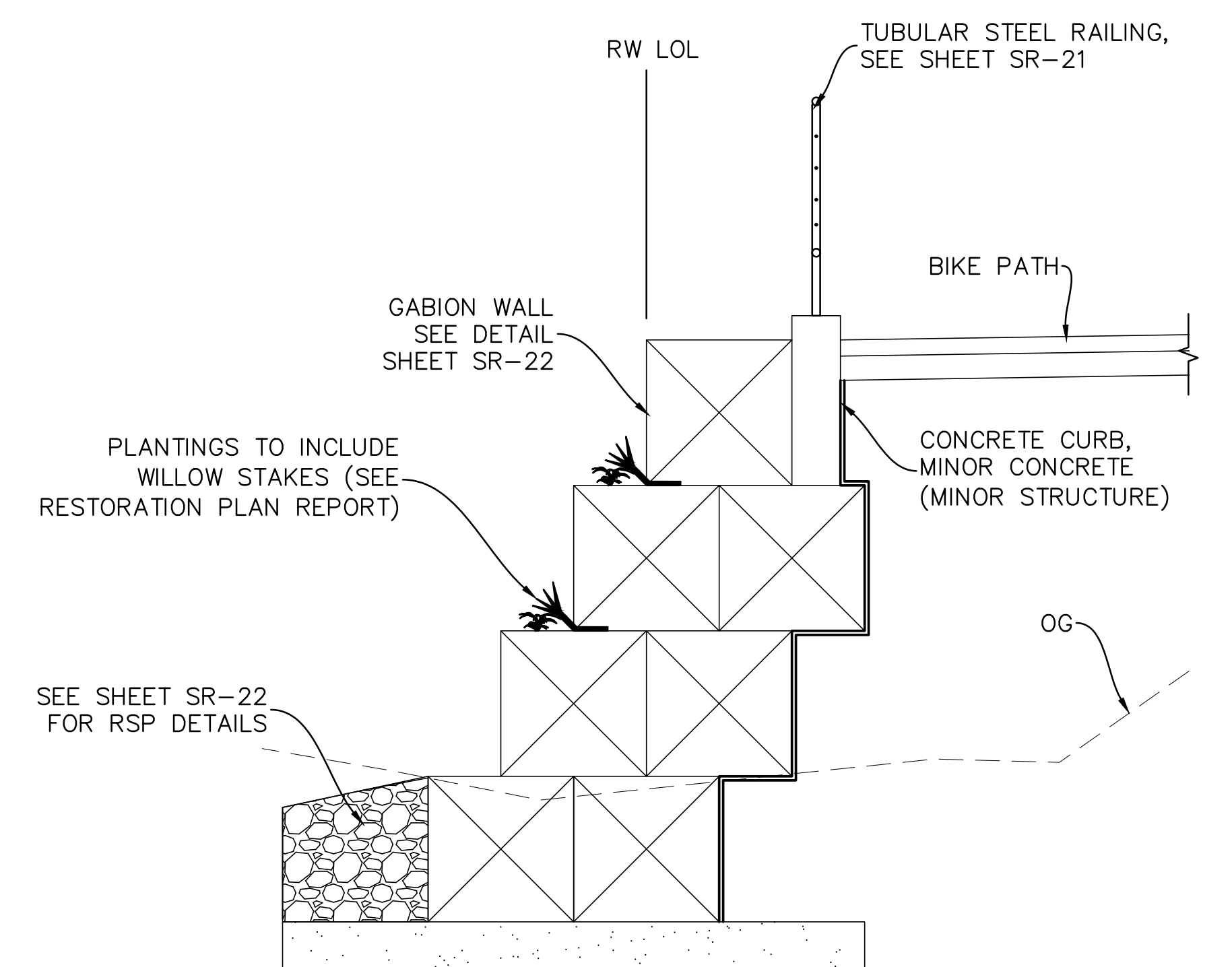


CONTROL LINE SEGMENT TABLE					
No.	LINE	LENGTH	BEARING	START STATION	END STATION
L.13	"RWLQL.10"	18.00'	N 48° 44' 00" E	0+90.00	1+08.00
L.15	"RWLQL.10"	19.71'	N 53° 02' 43" E	1+37.29	1+57.00
L.14	"RWLQL.10"	18.00'	N 68° 02' 43" E	1+57.00	1+75.00

Xrefs: S:\border\DOBT-C-RD\DOBT-X-P\W-TPG-DryCreek_Topo-A\DOGE_RW_NO.1-NO.13\DOBT-C-TOPO-ADDITIONS\20-103-LWD_Base[DOBT-X-UTL
Images: cropped COR_black_logo.tif



- NOTES:**
1. TOP OF WALL PROFILES ARE LINEAR BETWEEN POINTS SHOWN UNLESS OTHERWISE NOTED
 2. TOP OF FOOTING IS LEVEL, Typ



CURVE DATA				
No.	X	R	Δ	T
C.16	138'	27°46'48"	66.26'	66.91'
C.17	788'	2°38'39"	36.36'	36.37'

CONTROL LINE SEGMENT TABLE					
No.	LINE	LENGTH	BEARING	START STATION	END STATION
L.16	"RWLOL.30"	30.25'	N 80° 49' 31" E	1+25.00	1+55.25
L.17	"RWLOL.30"	41.47'	N 53° 02' 43" E	2+22.16	2+63.63

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.

FIELD BOOK
SCALE
HORIZ. AS NOTED
VERT. AS NOTED

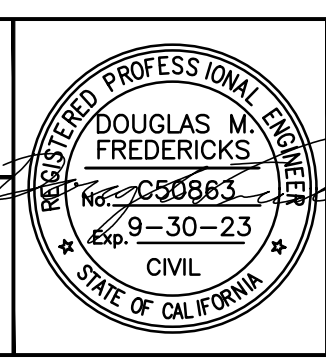
CITY# 400022

CITY OF ROSEVILLE
CALIFORNIA

PSOMAS

1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122

DESIGNED BY: Y. PROKOFEVA DATE 05/2023
CHECKED BY: D. FREDERICKS DATE 05/2023
DRAWN BY: A. JAUREGUI DATE 05/2023



DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
RETAINING WALL 30 PLAN & PROFILE



No.	LINE	LENGTH	BEARING	START STATION	END STATION
L.18	"RWLOL.11"	18.00'	S 34° 52' 58" W	2+36.00	2+54.00
L.19	"RWLOL.11"	18.00'	S 20° 20' 29" W	0+90.00	1+08.00
L.20	"RWLOL.11"	49.92'	S 21° 18' 56" W	1+83.15	2+33.07



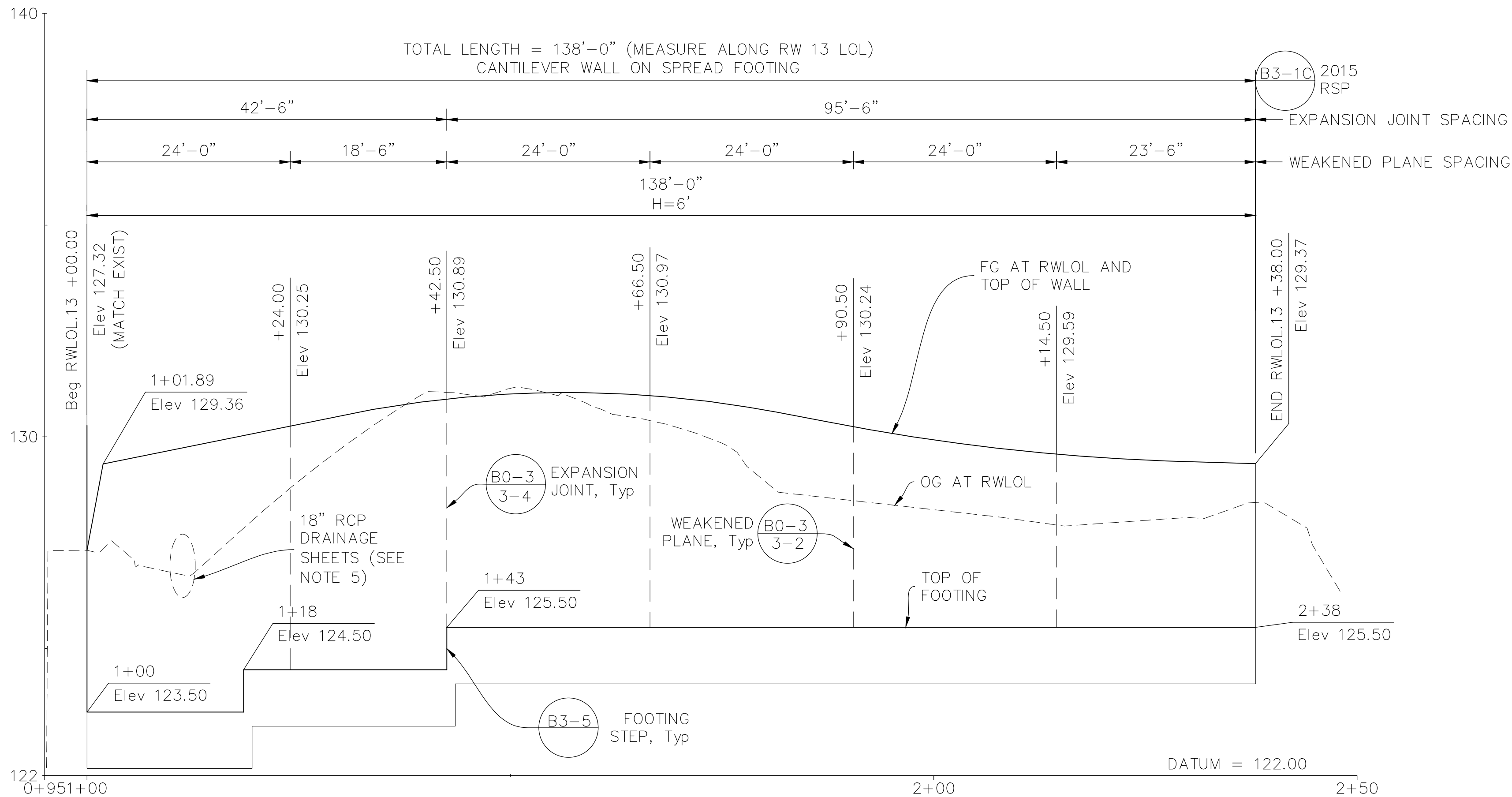
CONCRETE PILE AND SOLDIER BEAM SCHEDULE					
CONCRETE PILE DATA			SOLDIER BEAM DATA		WALL DATA
PILE #	TOP OF PILE ELEVATION	PILE LENGTH (FT)	SIZE	SOLDIER BEAM LENGTH (FT)	TOP OF WALL ELEVATION
P1	128.00	12.00	W16X26	17.75	134.00
P2	128.00	12.00	W16X26	19.25	135.50
P3	128.00	12.00	W16X36	19.25	135.50
P4	128.00	14.00	W16X36	22.75	137.00
P5	128.00	16.50	W16X57	26.75	138.50
P6	128.00	19.00	W21X68	30.75	140.00
P7	128.00	21.00	W21X83	32.75	140.00
P8	128.00	22.00	W21X101	33.75	140.00
P9	128.00	22.00	W21X101	33.75	140.00
P10	128.00	22.00	W21X101	33.75	140.00
P11	128.00	22.00	W21X101	33.75	140.00
P12	128.00	22.00	W21X101	33.75	140.00
P13	129.50	20.00	W21X68	30.25	140.00
P14	129.50	20.00	W21X68	30.25	140.00
P15	129.50	20.00	W21X68	30.25	140.00
P16	129.50	20.00	W21X68	30.25	140.00
P17	129.50	16.50	W16X57	26.75	140.00
P18	129.50	14.00	W16X36	22.75	139.50
P19	129.50	14.00	W16X36	21.25	137.00

1. ORIENT PILE CENTERLINE PERPENDICULAR TO PATH LAYOUT LINE.
2. LAYOUT LINE FOR RETAINING WALL IS THE CENTER OF THE STEEL SOLDIER PILES.



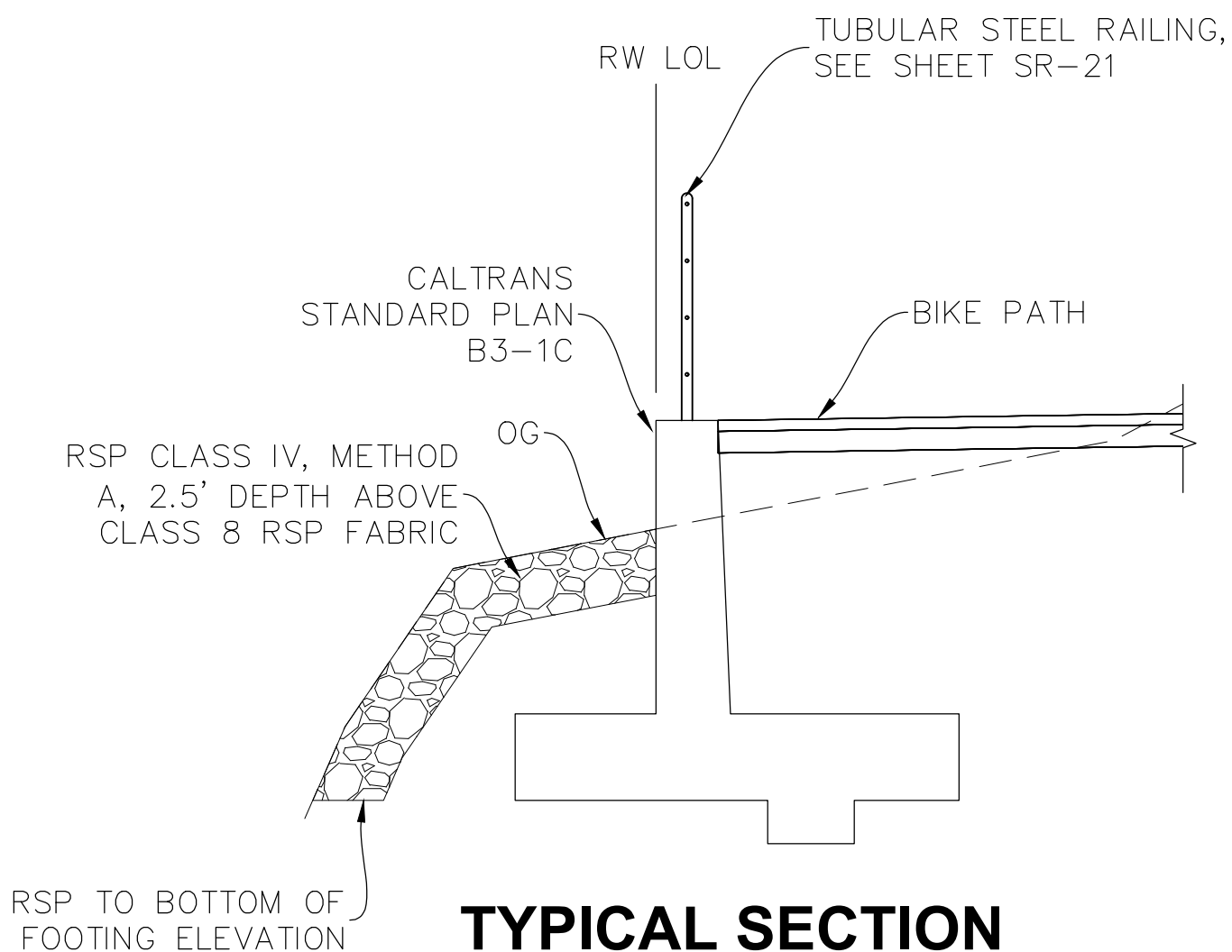
DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT RETAINING WALL 11 PLAN & PROFILE

Xrefs: S:\border\DCBT-C-RO\DCBT-X-PLV-TPG-DryCreek_Topo-ALIDCBT-C-TOPO-ADDITIONS\20-103-LWD_Base\DCGE_RW_NO.1-NO.13\Bridge_cross_sections
Images: cropped CGR back logs.tif\B05-430_Sunrise Bridge and Flood Control\04e49e.png



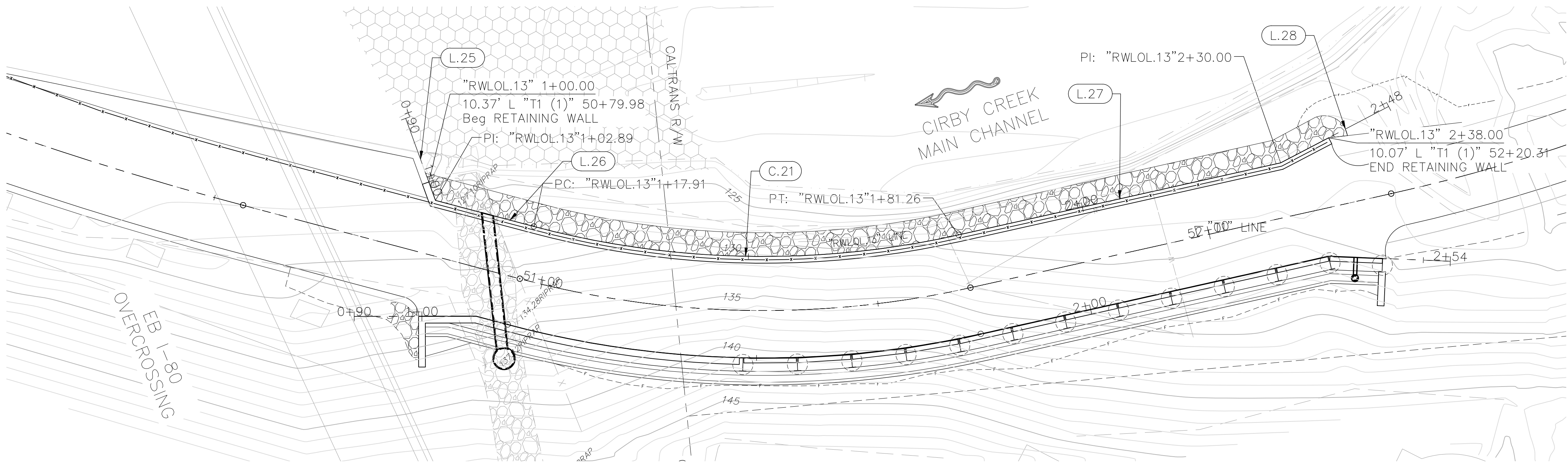
MIRRORED ELEVATION

SCALE: V: 1"=2'
H: 1"=10'



TYPICAL SECTION

SCALE: 3/8"=1'



PLAN

SCALE: 1"=10'

CURVE DATA				
No.	X	R	Δ	T
C.21	132'	27°29'50"	62.74'	63.35'

CONTROL LINE SEGMENT TABLE					
No.	LINE	LENGTH	BEARING	START STATION	END STATION
L.25	"RWLOL.13"	12.89'	S 45° 06' 19" W	0+90.00	1+02.89
L.26	"RWLOL.13"	15.02'	S 10° 06' 58" E	1+02.89	1+17.91
L.27	"RWLOL.13"	48.74'	S 37° 36' 48" E	1+81.26	2+30.00
L.28	"RWLOL.13"	18.00'	S 52° 36' 48" E	2+30.00	2+48.00

REVISIONS			
NO.	DESCRIPTION	DATE	BY

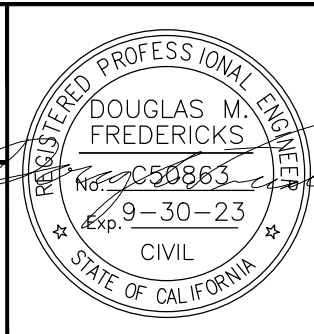
BENCH MARK	ELEV.

FIELD BOOK

CITY# 400022



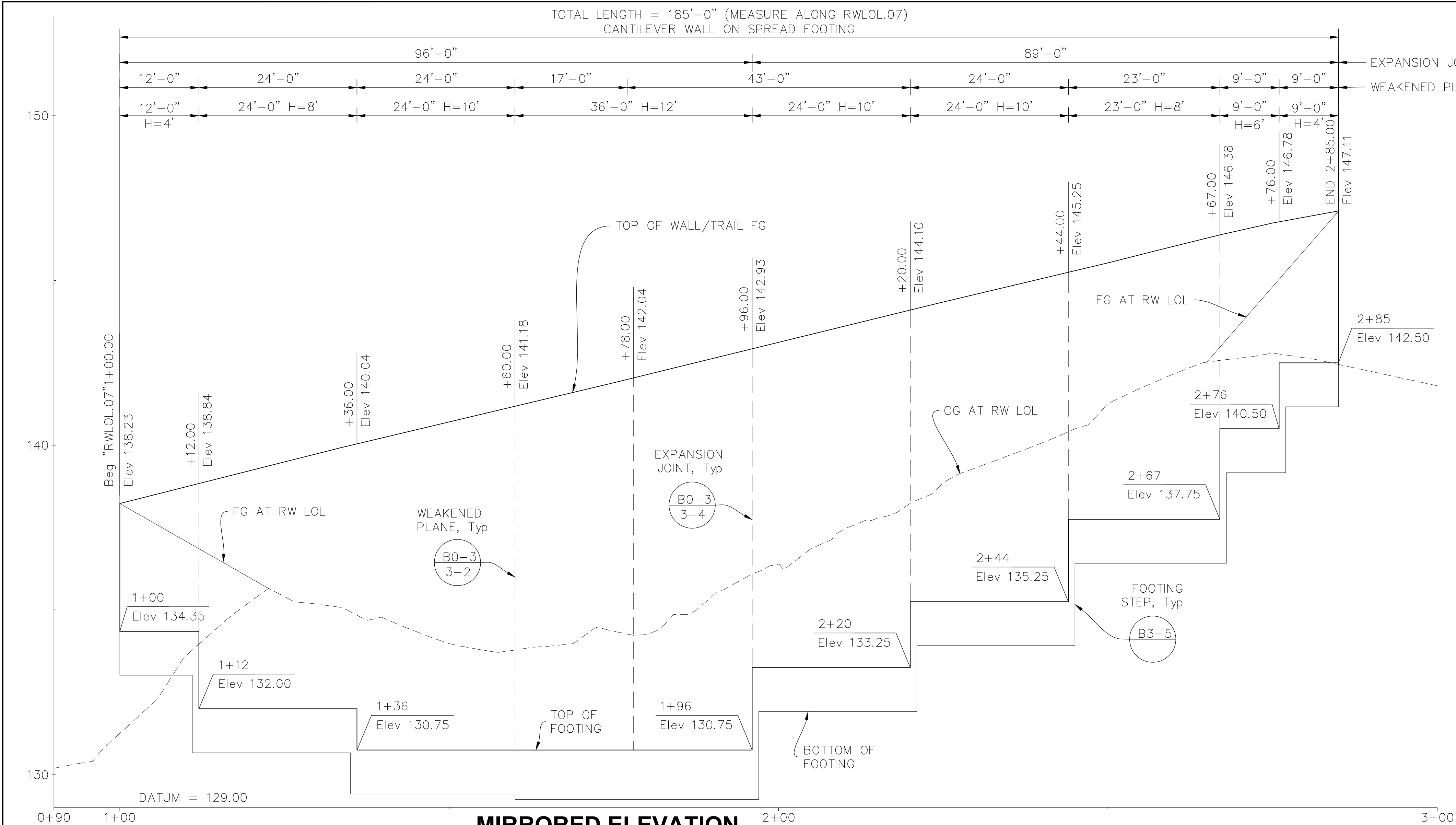
P S O M A S			
1075 Creekside Ridge Drive, #200, Roseville, CA 95678	(916) 788-8122		
DESIGNED BY:	Y. PROKOFYEVA	DATE	05/2023
CHECKED BY:	D. FREDERICKS	DATE	05/2023
DRAWN BY:	A. JAUREGUI	DATE	05/2023



DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
RETAINING WALL 13 PLAN & PROFILE

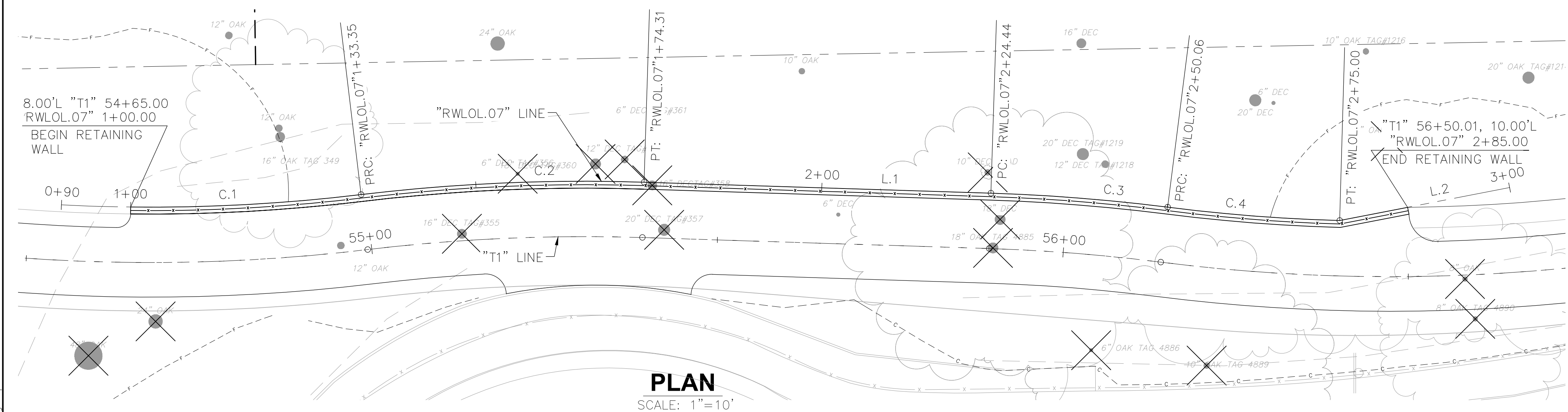
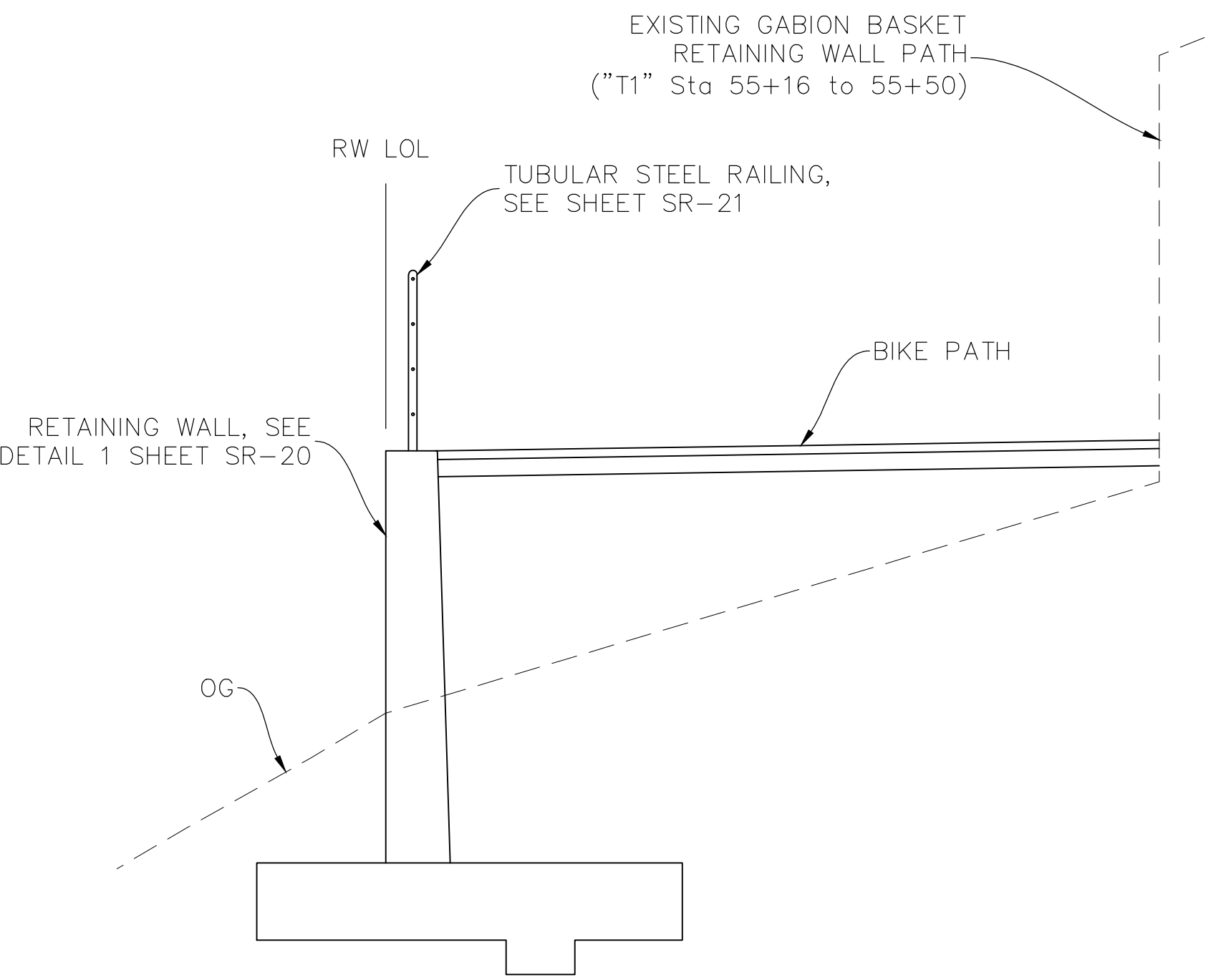
SR-09
SHEET
117
OF
168

Xrefs: S:\border\DCBT-C-RP\DCBT-X-P\W-TPO-DryCreek_Topo-All\DCBT-C-TOPO-ADDITIONS\20-103-LWD_Base
Images: cropped CGR back logo.tif



NOTES:

1. TOP OF WALL PROFILES ARE LINEAR BETWEEN POINTS SHOWN UNLESS OTHERWISE NOTED.
2. "H" REFERS TO MAXIMUM DESIGN HEIGHT OF RETAINING WALL.
3. TOP OF FOOTING IS LEVEL, Typ
4. 4" Ø DRAINS AT WEAKENED PLANE SPACING LOCATED 3"± ABOVE FINISHED GRADE BEHIND RETAINING WALL.



"RWLOL.07" LINE CONTROL TABLE						
No.	LENGTH	RADIUS	BEARING/DELTA	START STATION / END STATION	START NORTHING & EASTING	END NORTHING & EASTING
C.1	43.35'	255.00'	009° 44' 22"	0+90.00 1+33.35	2028457.688' 6766294.856'	2028459.177' 6766338.125'
C.2	40.96'	271.00'	008° 39' 39"	1+33.35 1+74.31	2028459.177' 6766338.125'	2028460.969' 6766379.011'
C.3	25.62'	271.00'	005° 25' 00"	2+24.44 2+50.06	2028459.377' 6766429.119'	2028457.355' 6766454.649'
C.4	24.94'	255.00'	005° 36' 11"	2+50.06 2+75.00	2028457.355' 6766454.649'	2028455.427' 6766479.501'
L.1	50.13'	N/A	S 88° 10' 46" E	1+74.31 2+24.44	2028460.969' 6766379.011'	2028459.377' 6766429.119'
L.2	25.00'	N/A	N 78° 59' 39" E	2+75.00 3+00.00	2028455.427' 6766479.501'	2028460.200' 6766504.041'

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. _____

FIELD BOOK	
SCALE	
HORIZ. AS NOTED	
VERT. AS NOTED	

CITY# 400022

CITY OF ROSEVILLE CALIFORNIA

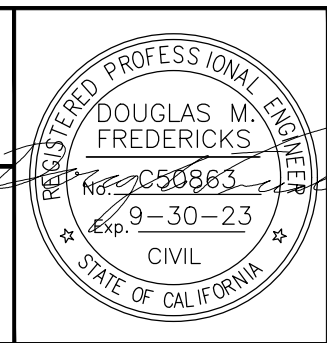
PSOMAS

1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122

DESIGNED BY: Y. PROKOFYEVA DATE: 05/2023

CHECKED BY: D. FREDERICKS DATE: 05/2023

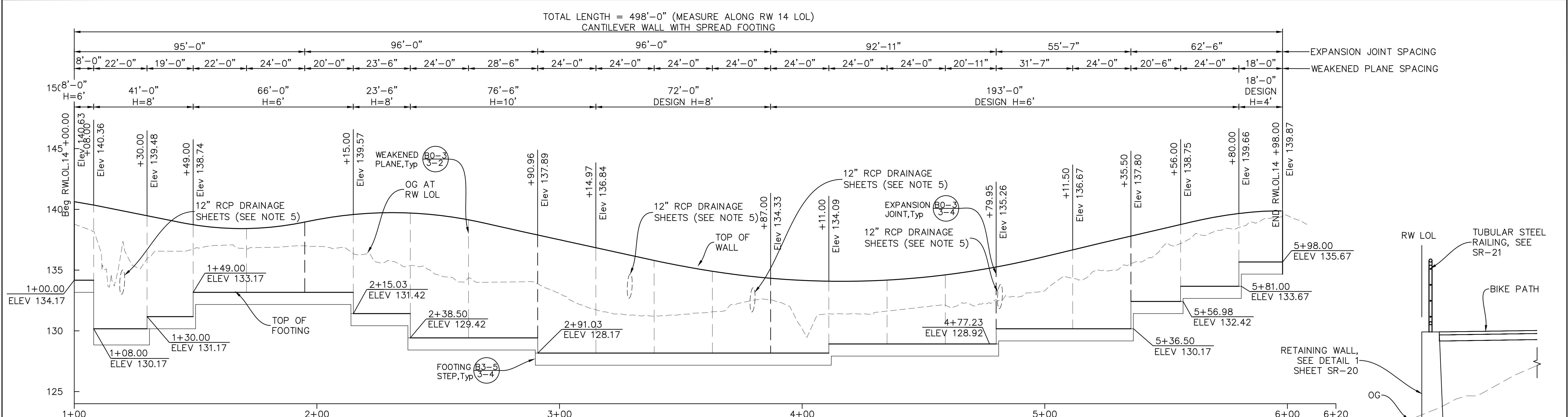
DRAWN BY: A. JAUREGUI DATE: 05/2023



DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
RETAINING WALL 7 PLAN & PROFILE

SHEET
119
OF
168

Xrefs: S:\border\TPG-DryCreek_Topo-M\IDCBT-X-PLIDCBT-C-TOPO-ADDITIONS\20-103-LWD_BaseBridge_cross_sections\dcge_rw_no_14-nc_21
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ELEVATION
SCALE: V: 1"=20'
H: 1"=5'

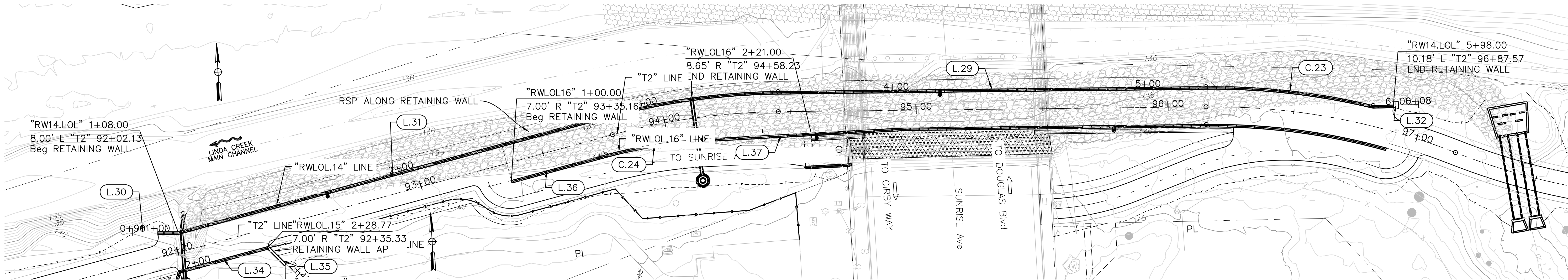
CURVE DATA				
No.	X	R	Δ	T
C.22	271'	14°31'02"	68.48'	68.66'
C.23	271'	14°10'44"	66.89'	67.06'

CONTROL LINE SEGMENT TABLE					
No.	LINE	LENGTH	BEARING	START STATION	END STATION
L.30	"RWLOL.14"	18.00'	S 87° 10' 15" E	0+90.00	1+08.00
L.29	"RWLOL.14"	169.78'	S 87° 39' 13" E	3+53.16	5+22.94
L.32	"RWLOL.14"	18.00'	S 88° 28' 29" E	5+90.00	6+08.00
L.31	"RWLOL.14"	176.49'	N 77° 49' 45" E	1+08.00	2+84.49

NOTES:

- TOP OF WALL PROFILES ARE LINEAR BETWEEN POINTS SHOWN UNLESS OTHERWISE NOTED.
- "H" REFERS TO MAXIMUM DESIGN HEIGHT OF RETAINING WALL.
- TOP OF FOOTING IS LEVEL, Typ
- 4" Ø DRAINS AT WEAKENED PLANE SPACING LOCATED 3"± ABOVE FINISHED GRADE BEHIND RETAINING WALL.
- FOR UTILITY OPENING DETAIL, SEE STD PLAN

TYPICAL SECTION
SCALE: 3/8"=1'



PLAN
SCALE: 1"=20'

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.

FIELD BOOK

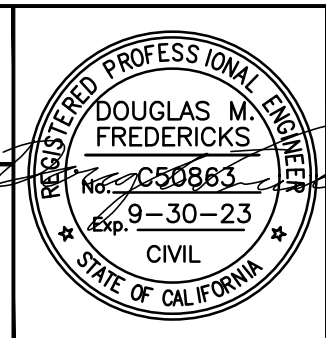
CITY# 40

CITY OF ROSEVILLE
CALIFORNIA

PSOMAS

1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122

DESIGNED BY: Y. PROKOFEVA DATE 05/2023
CHECKED BY: D. FREDERICKS DATE 05/2023
DRAWN BY: A. JAUREGUI DATE 05/2023



DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
RETAINING WALL 14 PLAN & PROFILE

SHEET 120 OF 168

Xrefs: S:\border\DCGE_RW_NO_14-NO_2\1\DCBT-X-PL\1\TPG-DryCreek_Topo-A\1\DCBT-C-TOPO-ADDITIONS\ 20-103-103-LWD_Base\Bridge_cross_sections
Images: cropped CGR back logs.tifB05-430_Sunrise Bridge and Flood Control\DCGE496.png

REVISIONS				
NO.	DESCRIPTION	DATE	BY	

BENCH MARK	ELEV. _____
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FIELD BOOK
SCALE
HORIZ. AS NOTED
VERT. AS NOTED

CITY# 400022

CITY OF

ROSEVILLE

CALIFORNIA

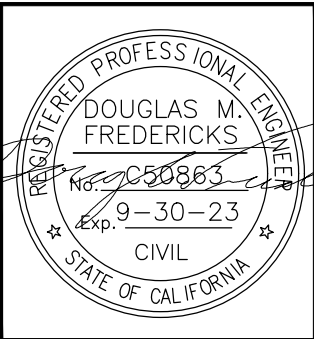
PSOMAS

1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122

DESIGNED BY: Y. PROKOFYEVA DATE 05/2023

CHECKED BY: D. FREDERICKS DATE 05/2023

DRAWN BY: A. JAUREGUI DATE 05/2023



DRY CREEK GREENWAY EAST PHASE 1

TRAIL IMPROVEMENT PROJECT

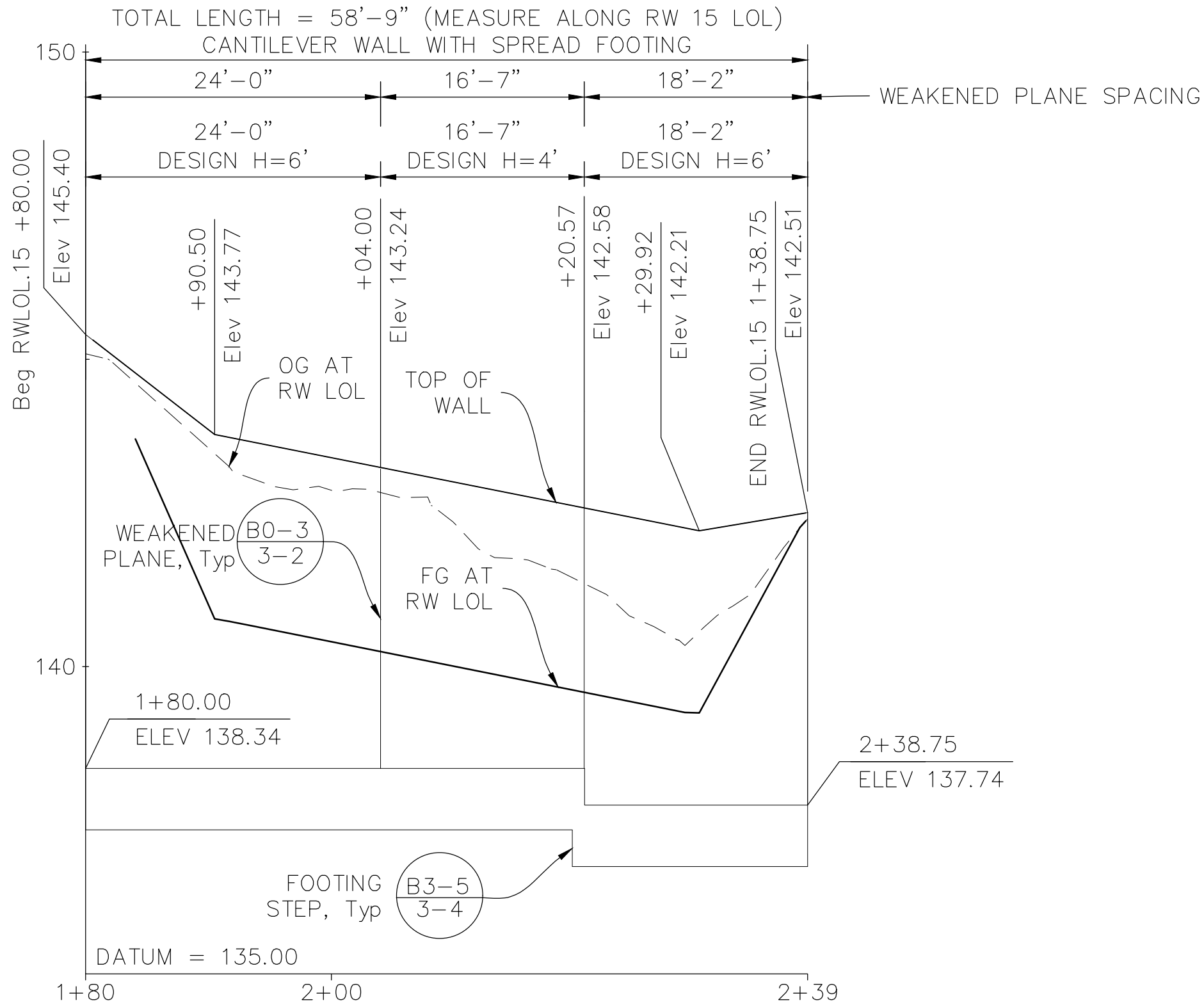
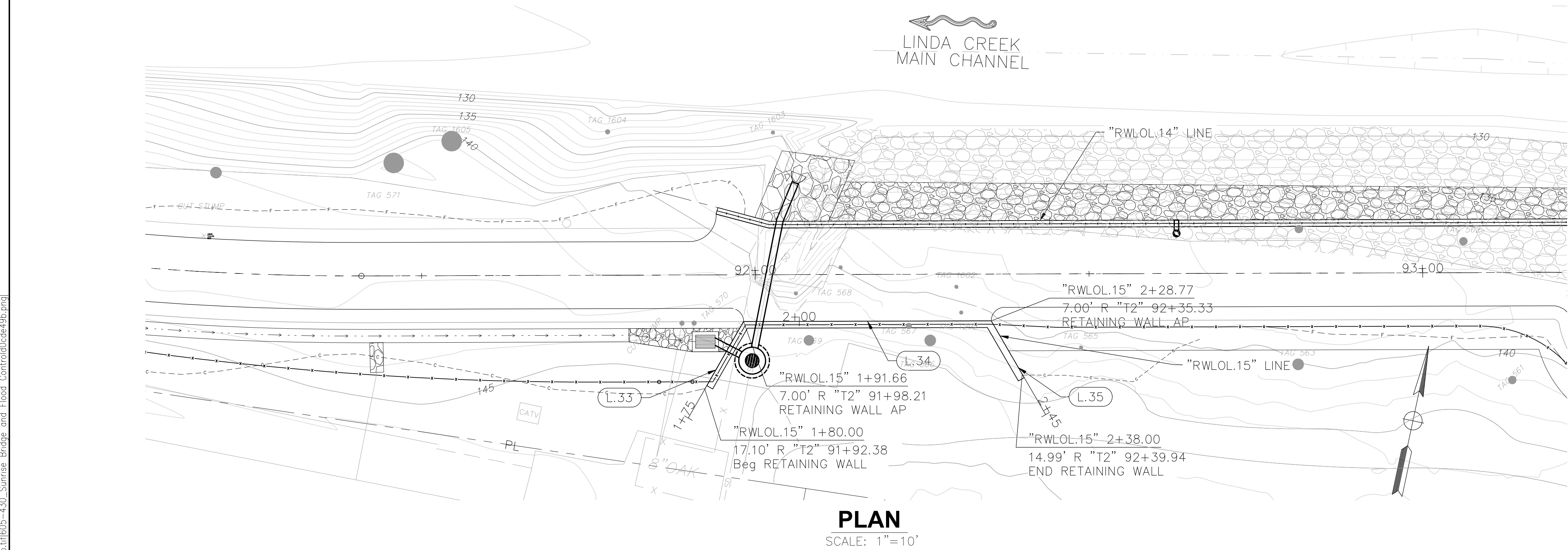
RETAINING WALL 15 PLAN & PROFILE

SHEET

121

OF

168

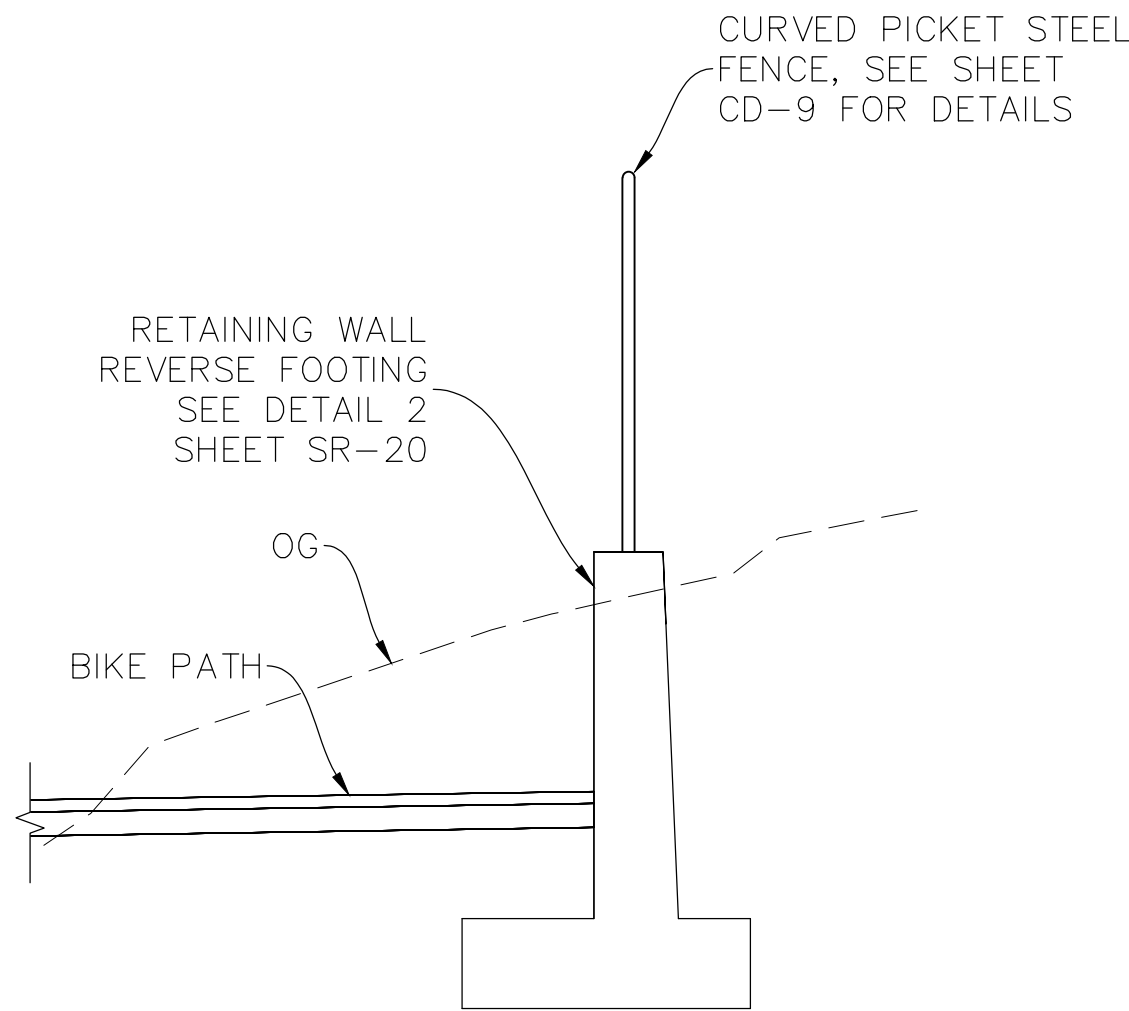


ELEVATION

SCALE: V: 1"=10'
H: 1"=5'

NOTES:

1. TOP OF WALL PROFILES ARE LINEAR BETWEEN POINTS SHOWN UNLESS OTHERWISE NOTED.
2. "H" REFERS TO MAXIMUM DESIGN HEIGHT OF RETAINING WALL.
3. TOP OF FOOTING IS LEVEL, Typ
4. 4" Ø DRAINS AT WEAKENED PLANE SPACING LOCATED 3"± ABOVE FINISHED GRADE BEHIND RETAINING WALL.



TYPICAL SECTION

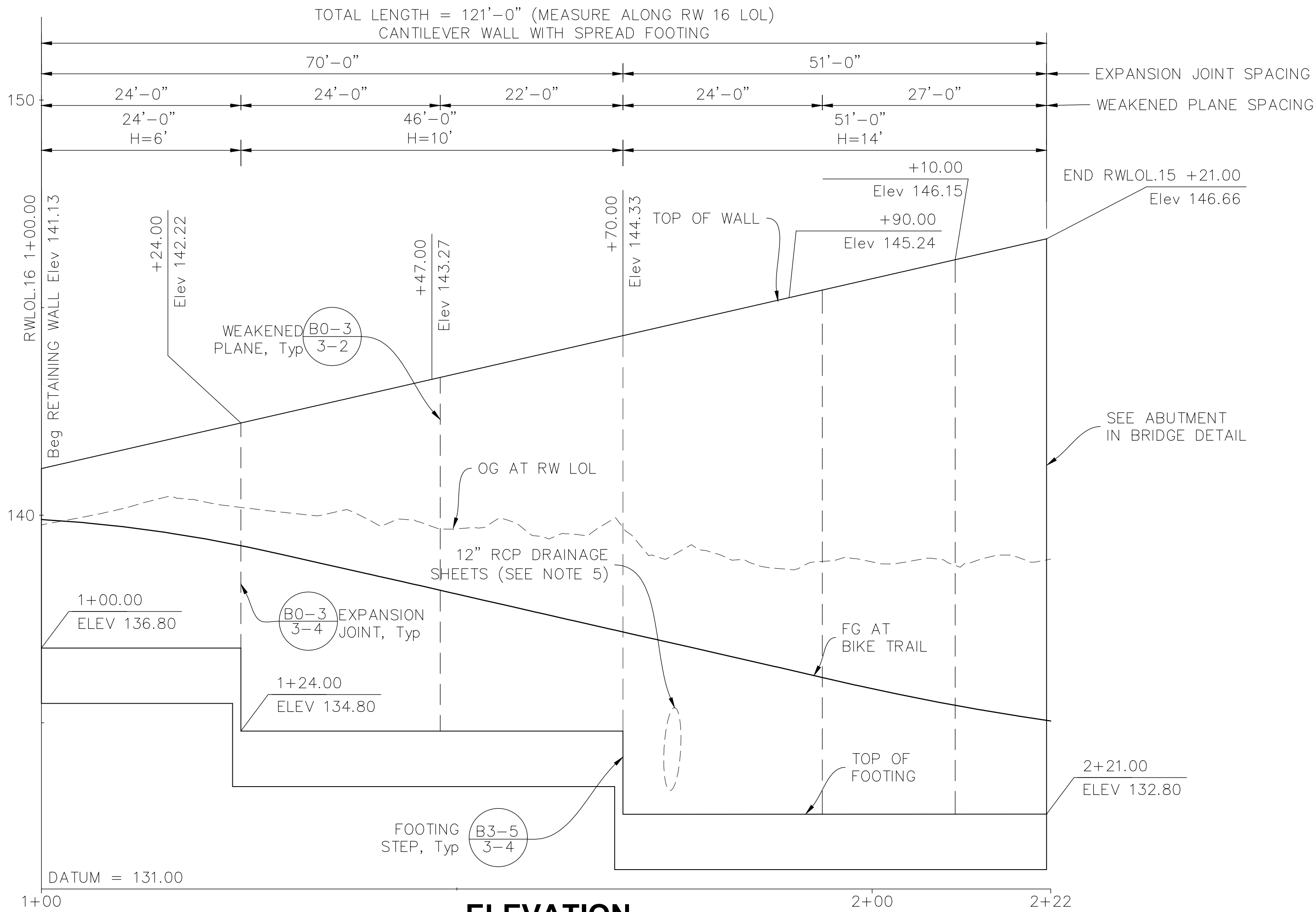
SCALE: 3/8"=1'

CONTROL LINE SEGMENT TABLE

No.	LINE	LENGTH	BEARING	START STATION	END STATION
L.33	"RWLOL.15"	16.66'	N 17° 49' 45" E	1+75.00	1+91.66
L.34	"RWLOL.15"	37.11'	N 77° 49' 45" E	1+91.66	2+28.77
L.35	"RWLOL.15"	16.23'	S 42° 10' 15" E	2+28.77	2+45.00

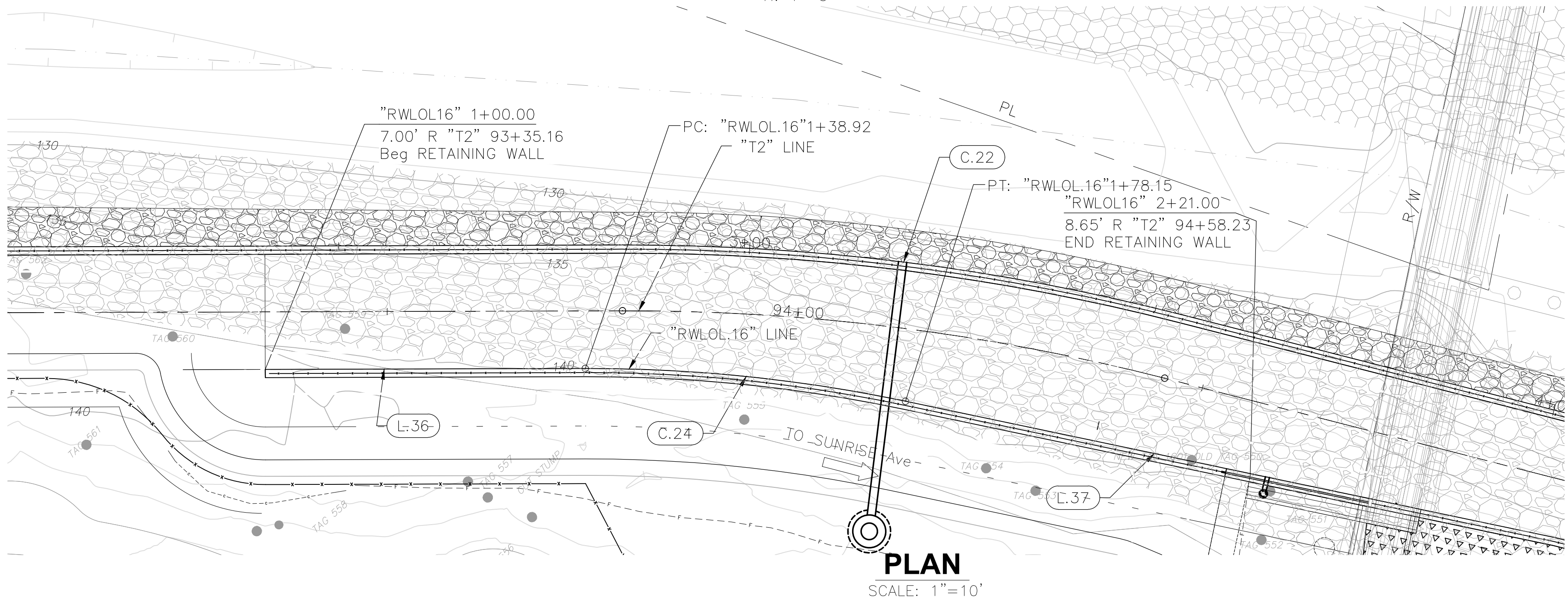
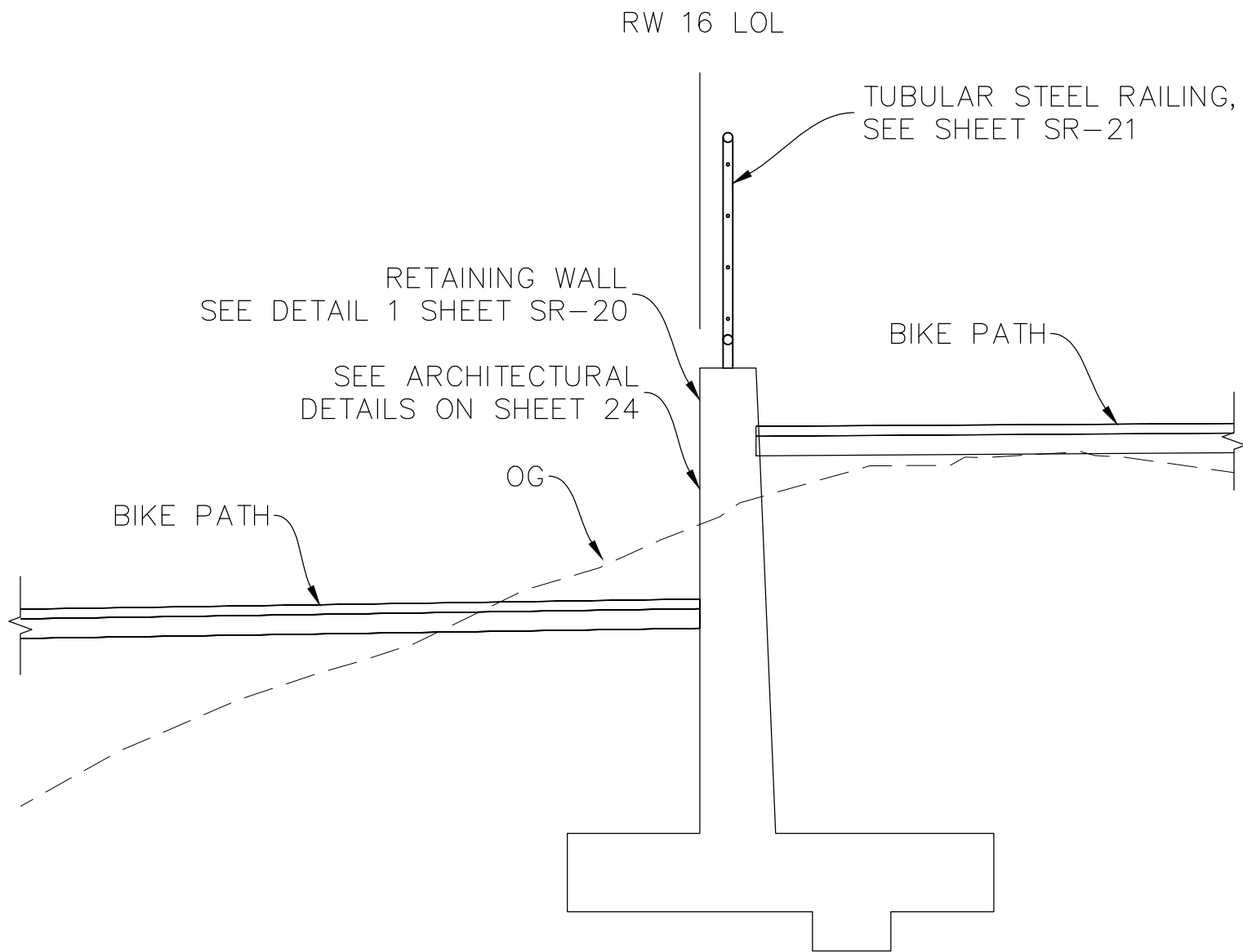
SR-13

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Images: cropped COR black logo.tif605-430_Sunrise Bridge and Flood Control.dct49b.png



NOTES:

1. TOP OF WALL PROFILES ARE LINEAR BETWEEN POINTS SHOWN UNLESS OTHERWISE NOTED.
2. "H" REFERS TO MAXIMUM DESIGN HEIGHT OF RETAINING WALL.
3. TOP OF FOOTING IS LEVEL, Typ
4. 4" Ø DRAINS AT WEAKENED PLANE SPACING LOCATED 3"± ABOVE FINISHED GRADE BEHIND RETAINING WALL.
5. FOR UTILITY OPENING DETAIL, SEE STD PLAN.



CURVE DATA				
No. X	R	Δ	T	L
C.24	187'	12°01'07"	39.15'	39.23'

CONTROL LINE SEGMENT TABLE					
No.	LINE	LENGTH	BEARING	START STATION	END STATION
L.36	"RWLOL16"	48.92'	N 77° 49' 45" E	0+90.00	1+38.92
L.37	"RWLOL16"	61.85'	N 89° 50' 52" E	1+78.15	2+40.00

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.

FIELD BOOK

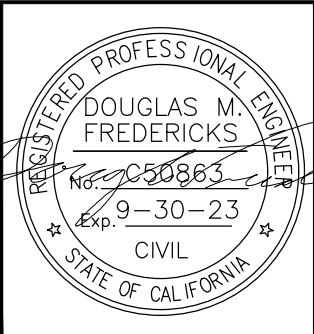
CITY# 400022

CITY OF ROSEVILLE
CALIFORNIA

PSOMAS

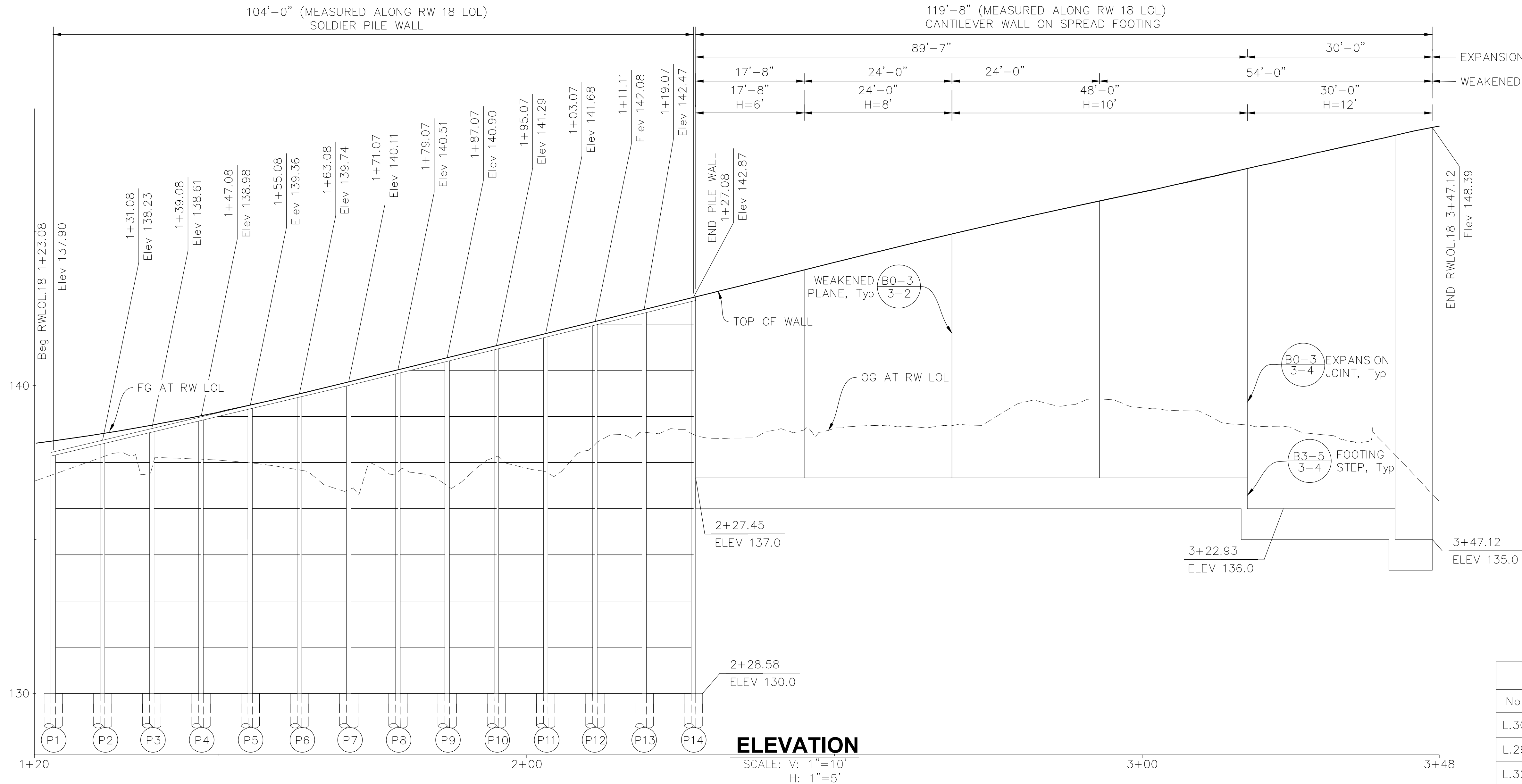
1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122

DESIGNED BY: Y. PROKOFYEVA DATE: 05/2023
CHECKED BY: D. FREDERICKS DATE: 05/2023
DRAWN BY: A. JAUREGUI DATE: 05/2023



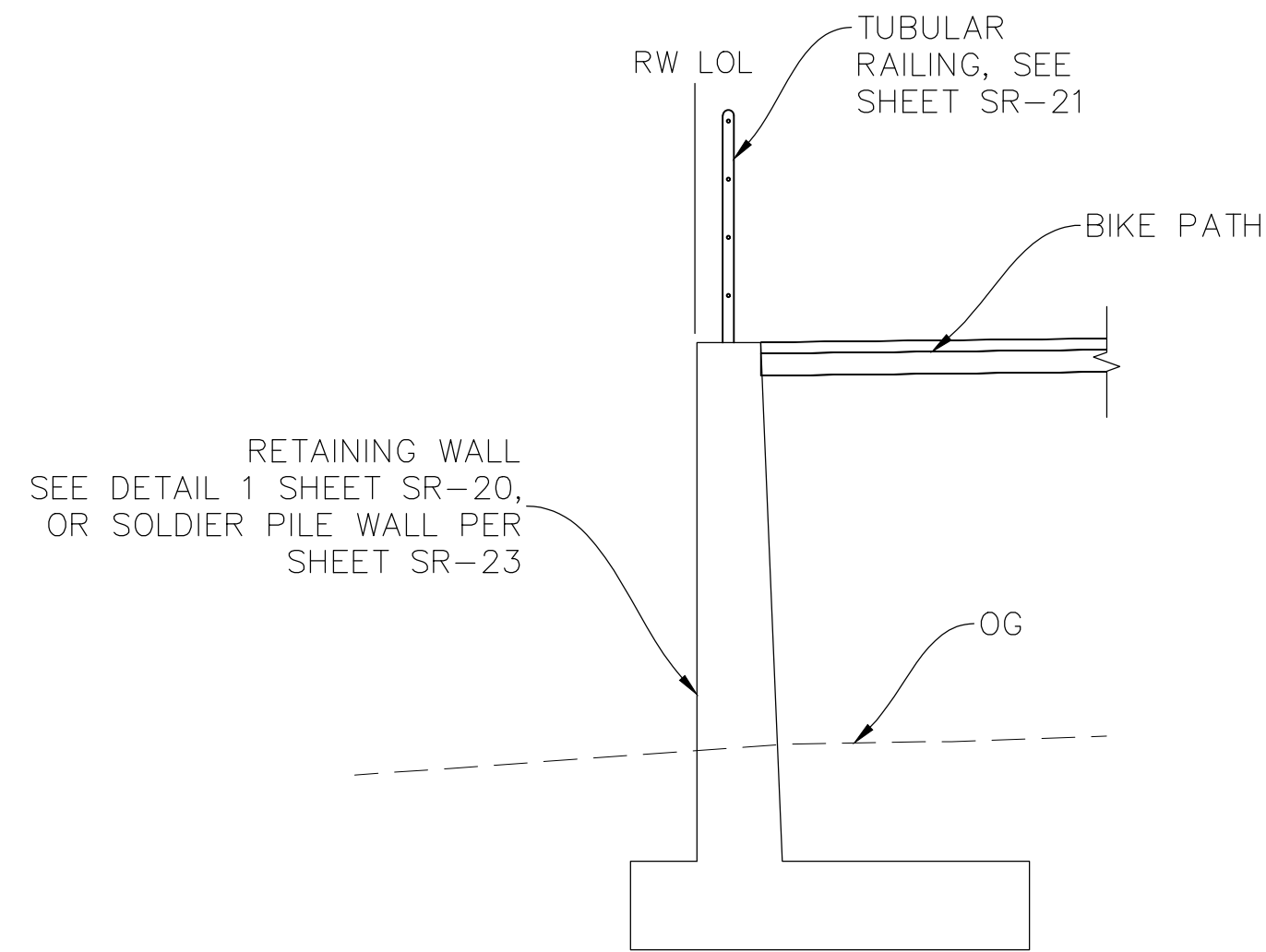
**DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
RETAINING WALL 16 PLAN & PROFILE**

Xrefs: S:\border\DOCE_RW_NO_14-NO_2\DOCBT-C-R\DOCBT-X-PL\J-TPG-DryCreek_Topo-A\DOCBT-C-TOPO-ADDITIONS\Bridge_cross_section\ 20-103-LWD_Base
Images: cropped CGR back logs.tifB05-430_Sunrise Bridge and Flood Control\DOCE496.png



NOTES:

1. TOP OF WALL PROFILES ARE LINEAR BETWEEN POINTS SHOWN UNLESS OTHERWISE NOTED.
2. "H" REFERS TO MAXIMUM DESIGN HEIGHT OF RETAINING WALL.
3. TOP OF FOOTING IS LEVEL, Typ
4. 4" Ø DRAINS AT WEAKENED PLANE SPACING LOCATED 3"± ABOVE FINISHED GRADE BEHIND RETAINING WALL.



TYPICAL SECTION

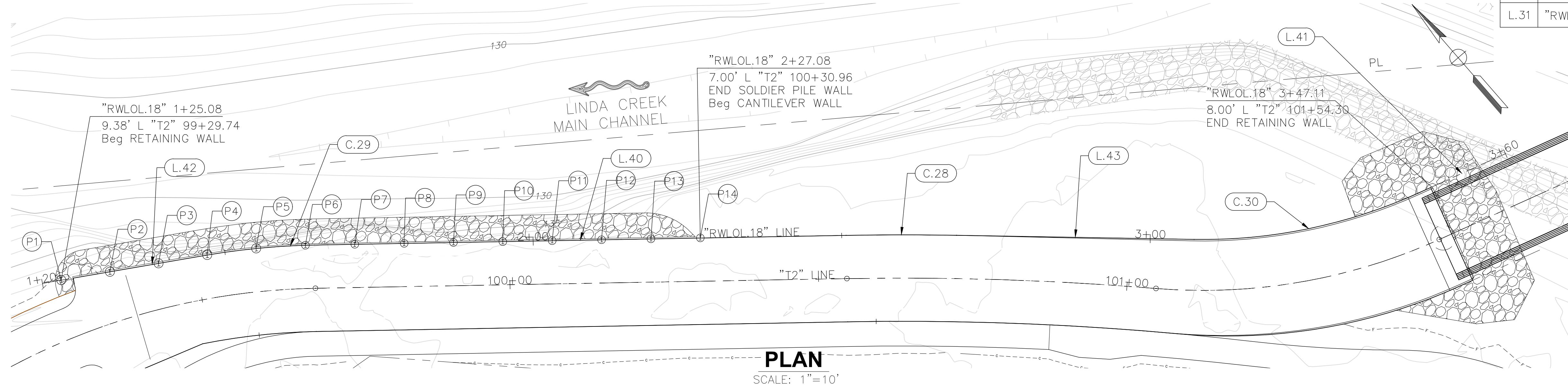
SCALE: $\frac{3}{8}$ "=1'

CONTROL LINE SEGMENT TABLE

No.	LINE	LENGTH	BEARING	START STATION	END STATION
L.30	"RWLOL.14"	18.00'	S 87° 10' 15" E	0+90.00	1+08.00
L.29	"RWLOL.14"	169.78'	S 87° 39' 13" E	3+53.16	5+22.94
L.32	"RWLOL.14"	18.00'	S 88° 28' 29" E	5+90.00	6+08.00
L.31	"RWLOL.14"	176.49'	N 77° 49' 45" E	1+08.00	2+84.49

CURVE DATA

No.	X	R	Δ	T	L
C.28		507'	2°01'30"	17.92'	17.92'
C.29		117'	8°42'05"	17.75'	17.77'
C.30		85'	25°16'45"	37.09'	37.39'



REVISIONS

NO.	DESCRIPTION	DATE	BY

BENCH MARK

ELEV. _____

FIELD BOOK

SCALE
HORIZ. AS NOTED
VERT. AS NOTED

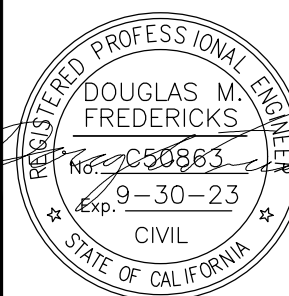
CITY# 400022



PSOMAS

1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122

DESIGNED BY: Y. PROKOFYEVA DATE: 05/2023
CHECKED BY: D. FREDERICKS DATE: 05/2023
DRAWN BY: A. JAUREGUI DATE: 05/2023



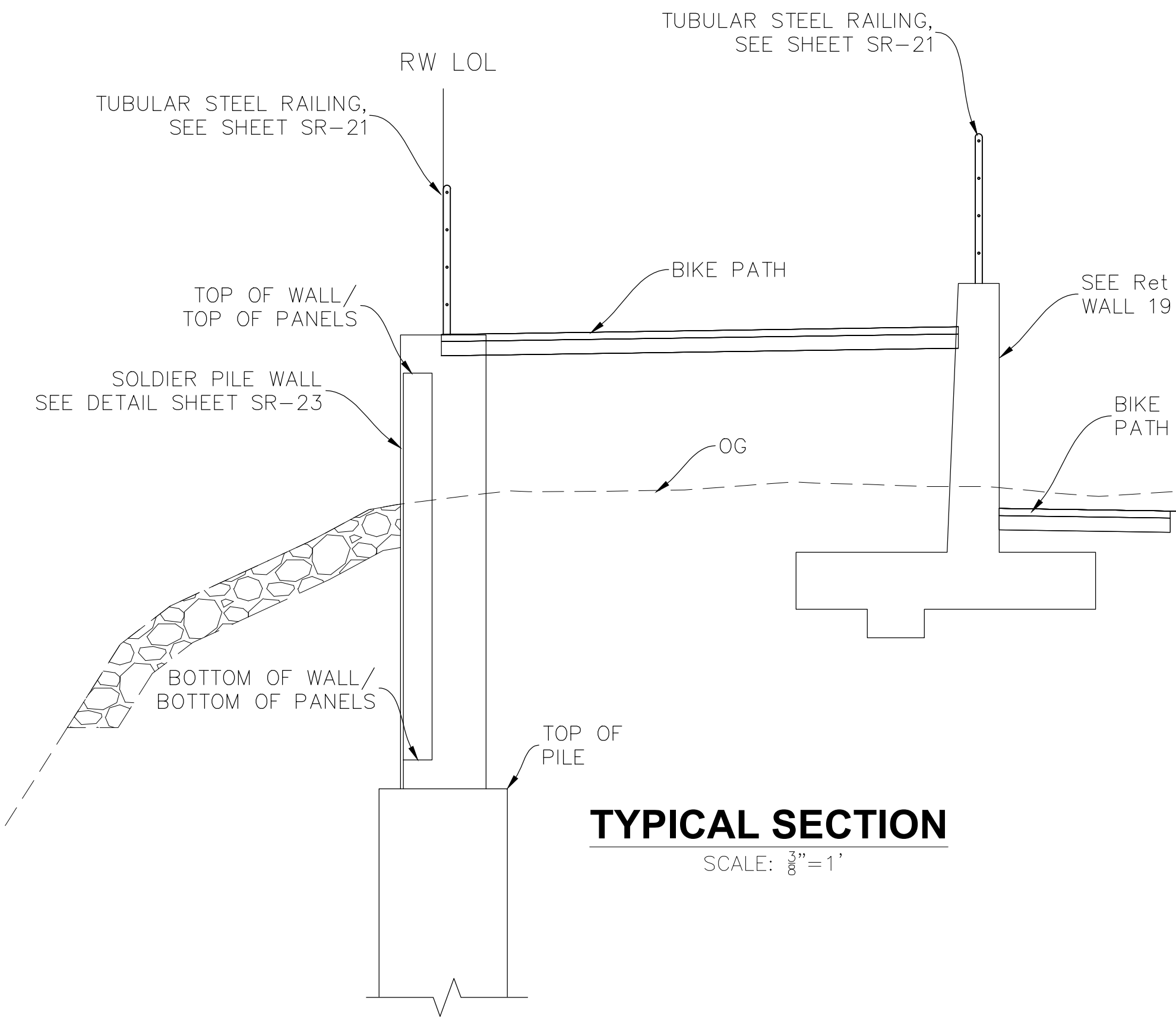
**DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
RETAINING WALL 18 PLAN & PROFILE**

SR-16

SHEET
124
OF
168

NOTES:

1. ORIENT PILE CENTERLINE PERPENDICULAR TO PATH LAYOUT LINE.
2. LAYOUT LINE FOR RETAINING WALL IS THE CENTER OF THE STEEL SOLDIER PILES.



CONCRETE PILE AND SOLDIER BEAM SCHEDULE					
CONCRETE PILE DATA			SOLDIER BEAM DATA		WALL DATA
PILE #	TOP OF PILE ELEVATION	PILE LENGTH (FT)	SIZE	SOLDIER PILE LENGTH (FT)	TOP OF WALL ELEVATION
P1	134.95	10.00	W16X26	17.65	137.90
P2	134.95	10.00	W16X26	17.98	138.23
P3	134.95	10.50	W16X26	18.86	138.61
P4	134.95	10.50	W16X26	19.11	138.86
P5	134.95	11.00	W16X26	20.11	139.36
P6	134.95	11.75	W16X26	21.24	139.74
P7	134.95	11.75	W16X26	21.61	140.11
P8	134.95	12.25	W16X26	22.51	140.51
P9	134.95	12.75	W16X26	23.40	140.90
P10	134.95	13.26	W16X36	24.29	141.29
P11	134.95	14.00	W16X36	25.43	141.68
P12	134.95	14.00	W16X36	25.83	142.08
P13	134.95	14.50	W16X40	26.72	142.47
P14	134.95	15.00	W16X40	27.62	142.87

PILE AND SOLDIER BEAM SCHEDULE

SCALE: NTS

Xrefs: S:\border\DCGE_RW_NO_14-NO_2\1\DCBT-C-R\DCBT-X-PL\1\TPG-DryCreek_Topo-A\1\DCBT-C-TOPO-ADDITIONS\Bridge_cross_section\ 20-103-LWD_Base
Images: cropped CGR back logs.tif1805-430_Sunrise Bridge and Flood Control\DCGE49b.png

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. _____
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FIELD BOOK
SCALE
HORIZ. <u>AS NOTED</u>
VERT. <u>AS NOTED</u>

CITY# 400022

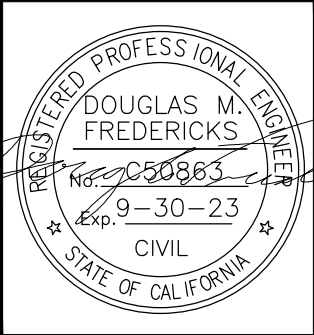
PSOMAS

1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122

DESIGNED BY: Y. PROKOFYEVA DATE 05/2023

CHECKED BY: D. FREDERICKS DATE 05/2023

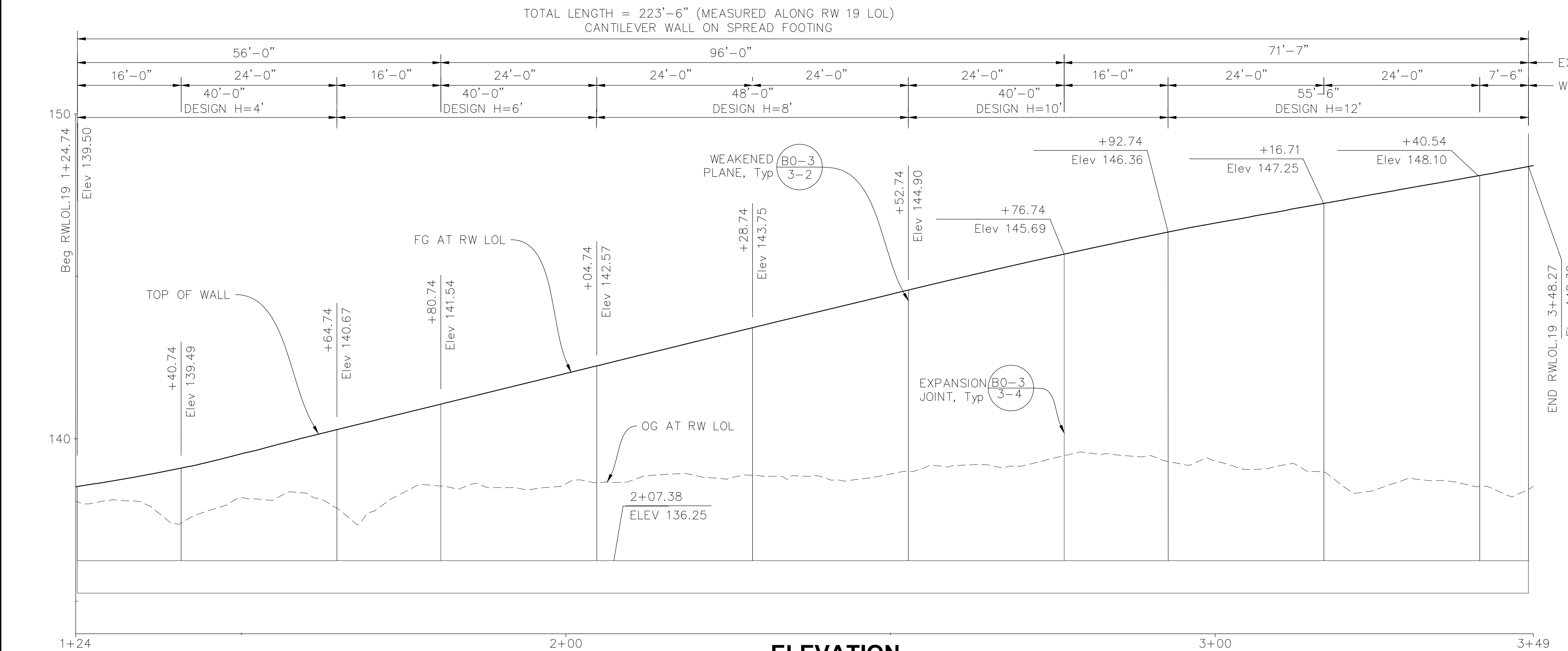
DRAWN BY: A. JAUREGUI DATE 05/2023



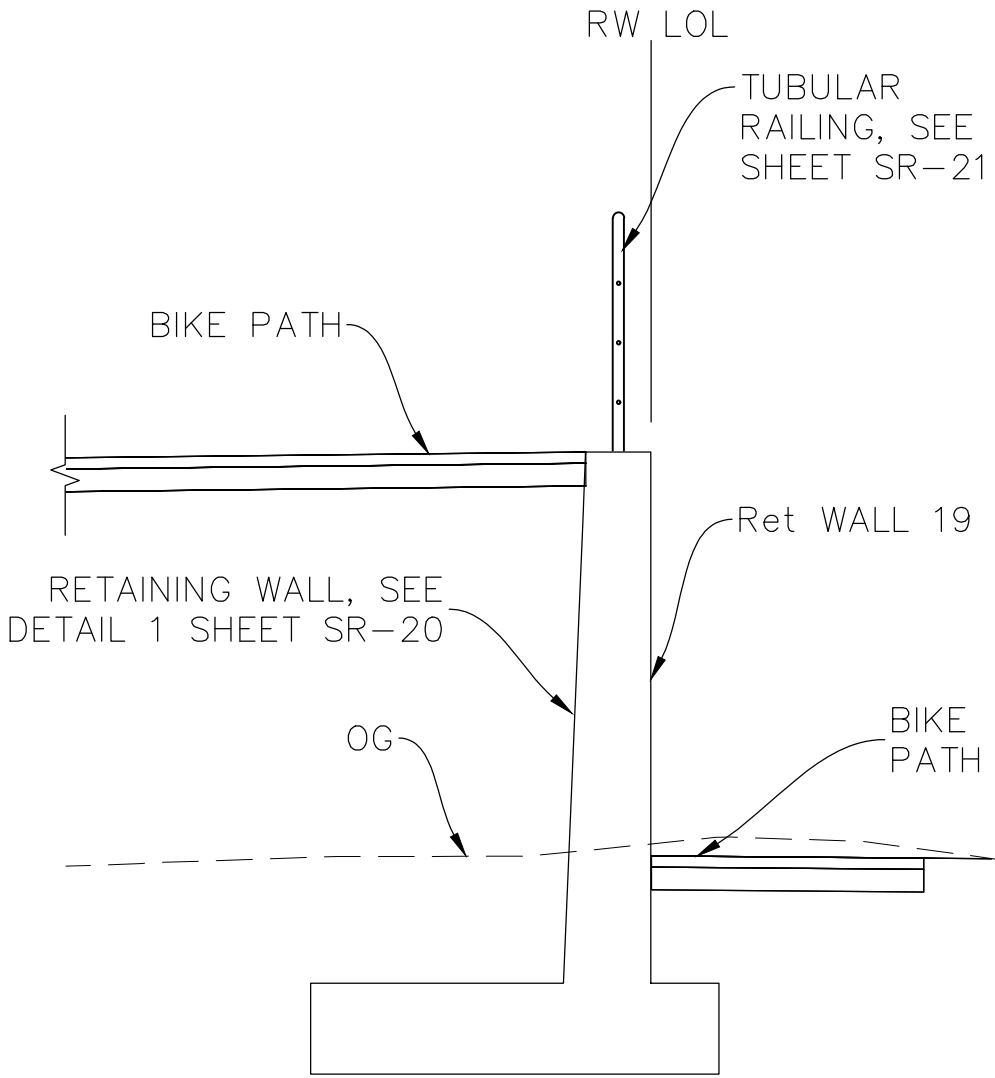
DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
RETAINING WALL 18 SECTION AND PILE SCHEDULE

SHEET
125
OF
168

Xrefs: S:\border\TPG-DryCreek\Topo-A\JPCBT-X-PLD006-RW_NO.14-NO.2\JPCBT-C-TOPO-ADDITIONS\Bridge_cross_section\ 20-103-LWD_Base
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- NOTES:
1. TOP OF WALL PROFILES ARE LINEAR BETWEEN POINTS SHOWN UNLESS OTHERWISE NOTED.
 2. "H" REFERS TO MAXIMUM DESIGN HEIGHT OF RETAINING WALL.
 3. TOP OF FOOTING IS LEVEL, Typ
 4. 4" Ø DRAINS AT WEAKENED PLANE SPACING LOCATED 3"± ABOVE FINISHED GRADE BEHIND RETAINING WALL.

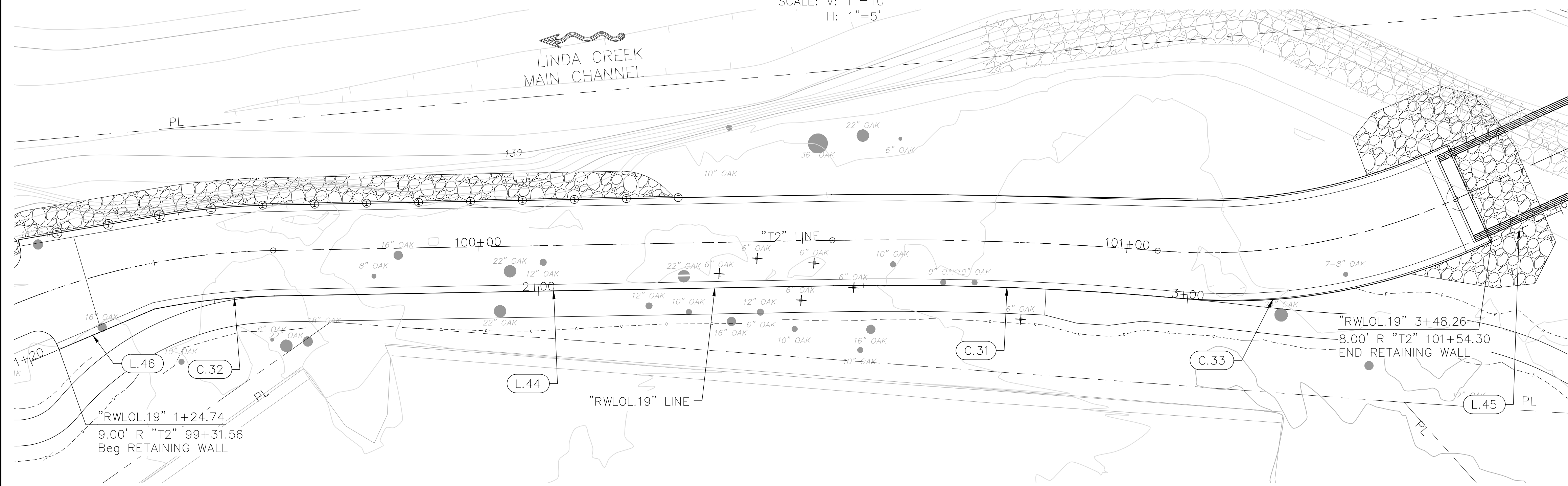


TYPICAL SECTION

SCALE: $\frac{3}{8}$ "=1'

ELEVATION

SCALE: V: 1"=10'
H: 1"=5'



PLAN

SCALE: 1"=10'

CURVE DATA					
No.	X	R	Δ	T	L
C.31		493'	6°13'25"	53.52'	53.55'
C.32		103'	10°17'39"	18.48'	18.51'
C.33		91'	29°28'39"	46.30'	46.82'

CONTROL LINE SEGMENT TABLE					
No.	LINE	LENGTH	BEARING	START STATION	END STATION
L.44	"RWLOL.19"	86.13'	S 50° 02' 34" E	1+59.24	2+45.37
L.45	"RWLOL.19"	14.26'	S 73° 17' 49" E	3+45.74	3+60.00
L.46	"RWLOL.19"	20.74'	S 71° 57' 33" E	1+20.00	1+40.74

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. _____

FIELD BOOK	
SCALE	
HORIZ. AS NOTED	
VERT. AS NOTED	

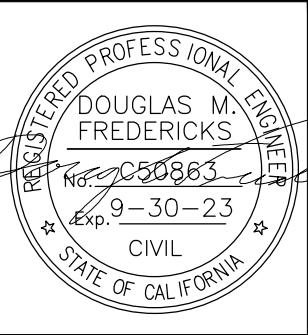
CITY# 400022

CITY OF ROSEVILLE CALIFORNIA

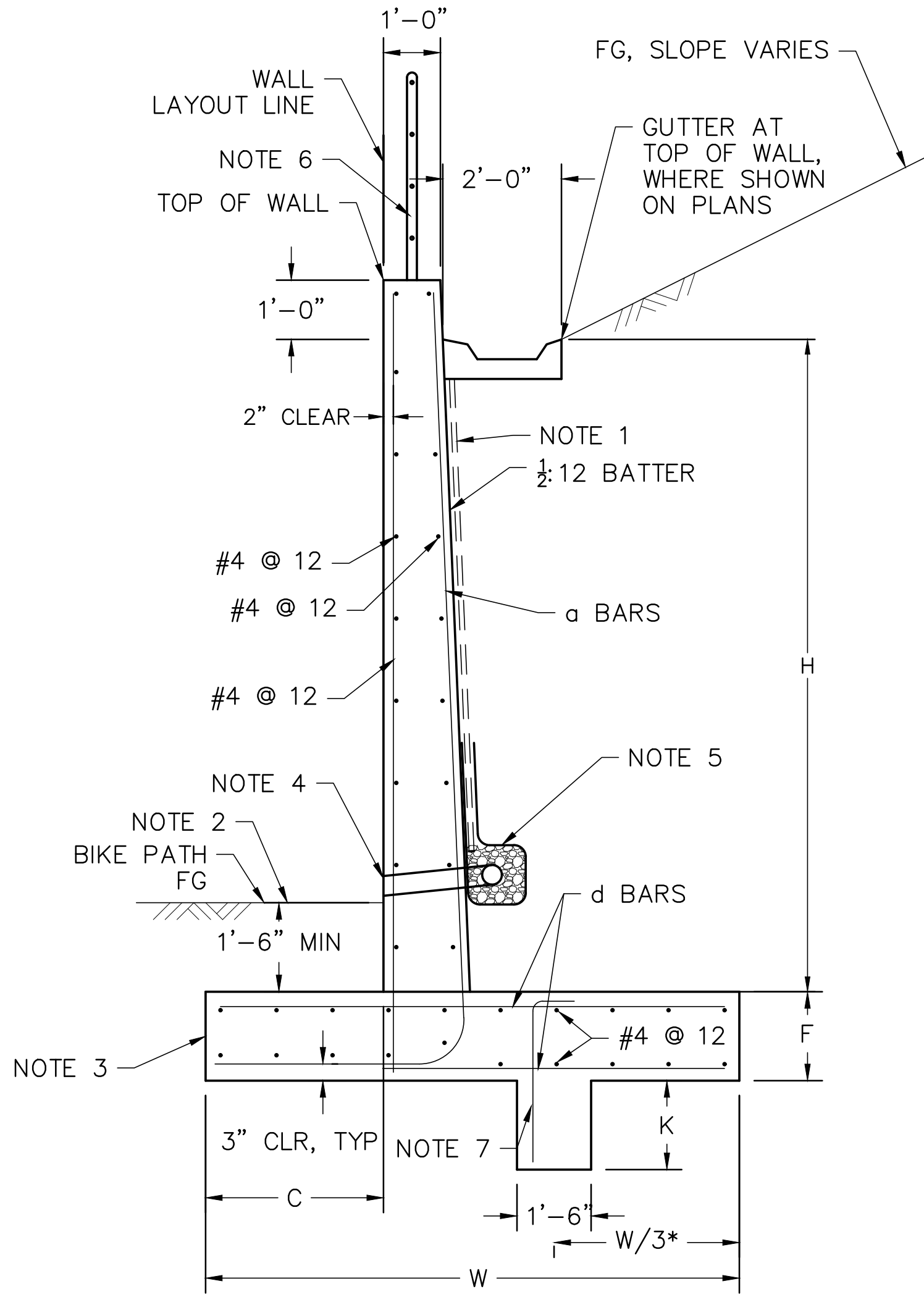
PSOMAS

1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122

DESIGNED BY: Y. PROKOFYEVA DATE: 05/2023
CHECKED BY: D. FREDERICKS DATE: 05/2023
DRAWN BY: A. JAUREGUI DATE: 05/2023

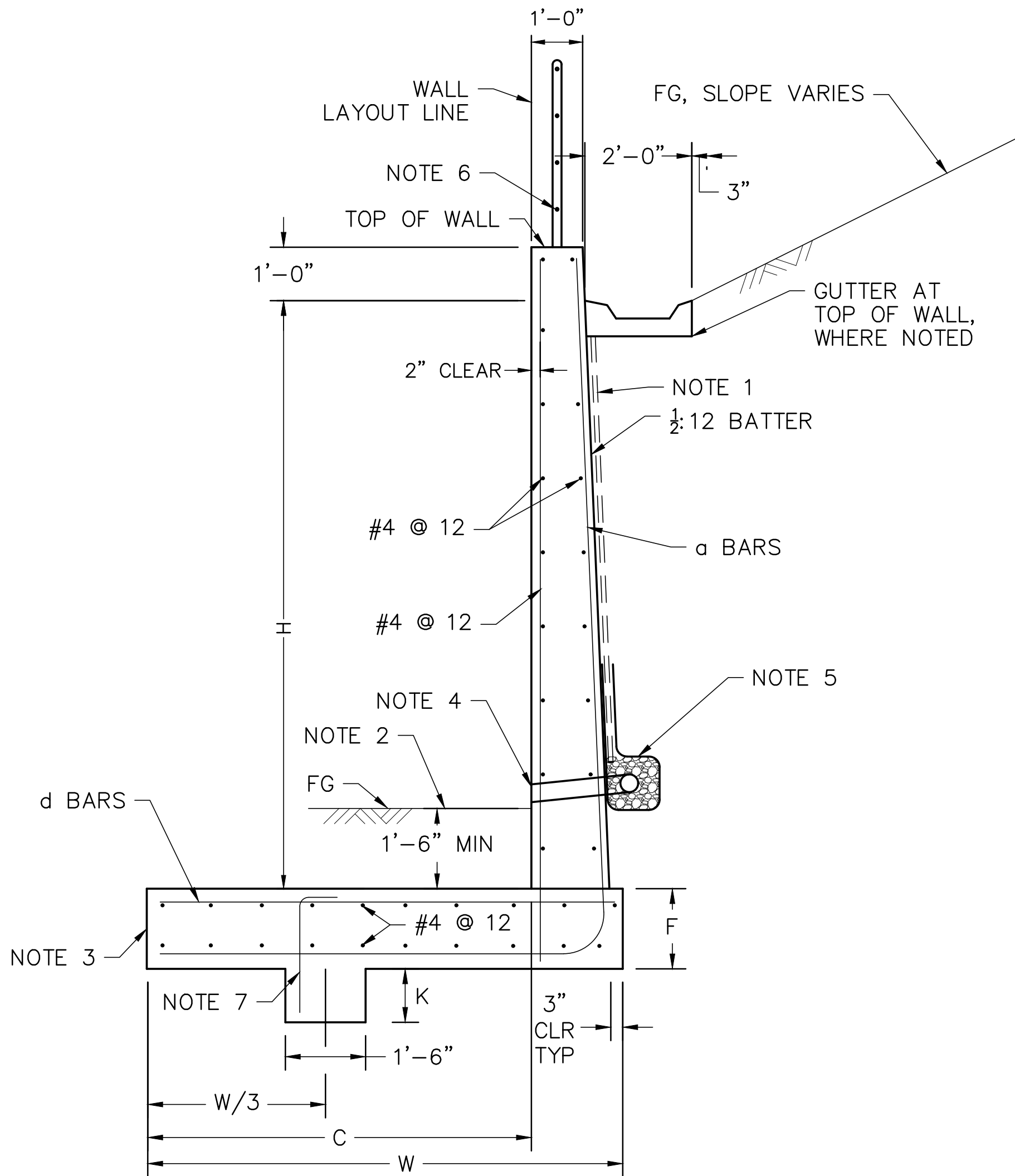


**DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
RETAINING WALL 19 PLAN & PROFILE**



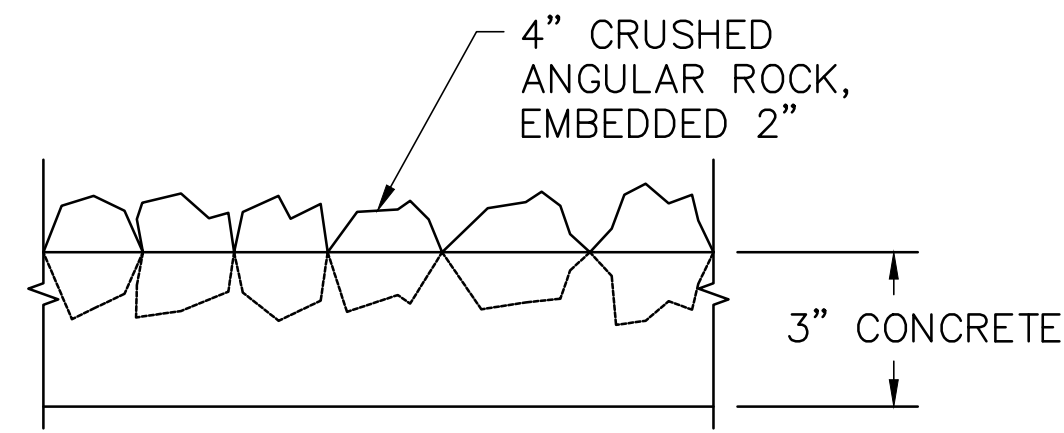
*2W/3 AT RETAINING WALL 8 DUE TO ASSUMED SHORING REQUIRED

SR-20
1 **RETAINING WALL**
SCALE: $\frac{1}{2}$ " = 1'-0"



*2W/3 AT RETAINING WALL 8 DUE TO ASSUMED SHORING REQUIRED

SR-20
2 **REVERSE FOOTING RETAINING WALL**
SCALE: $\frac{1}{2}$ " = 1'-0"



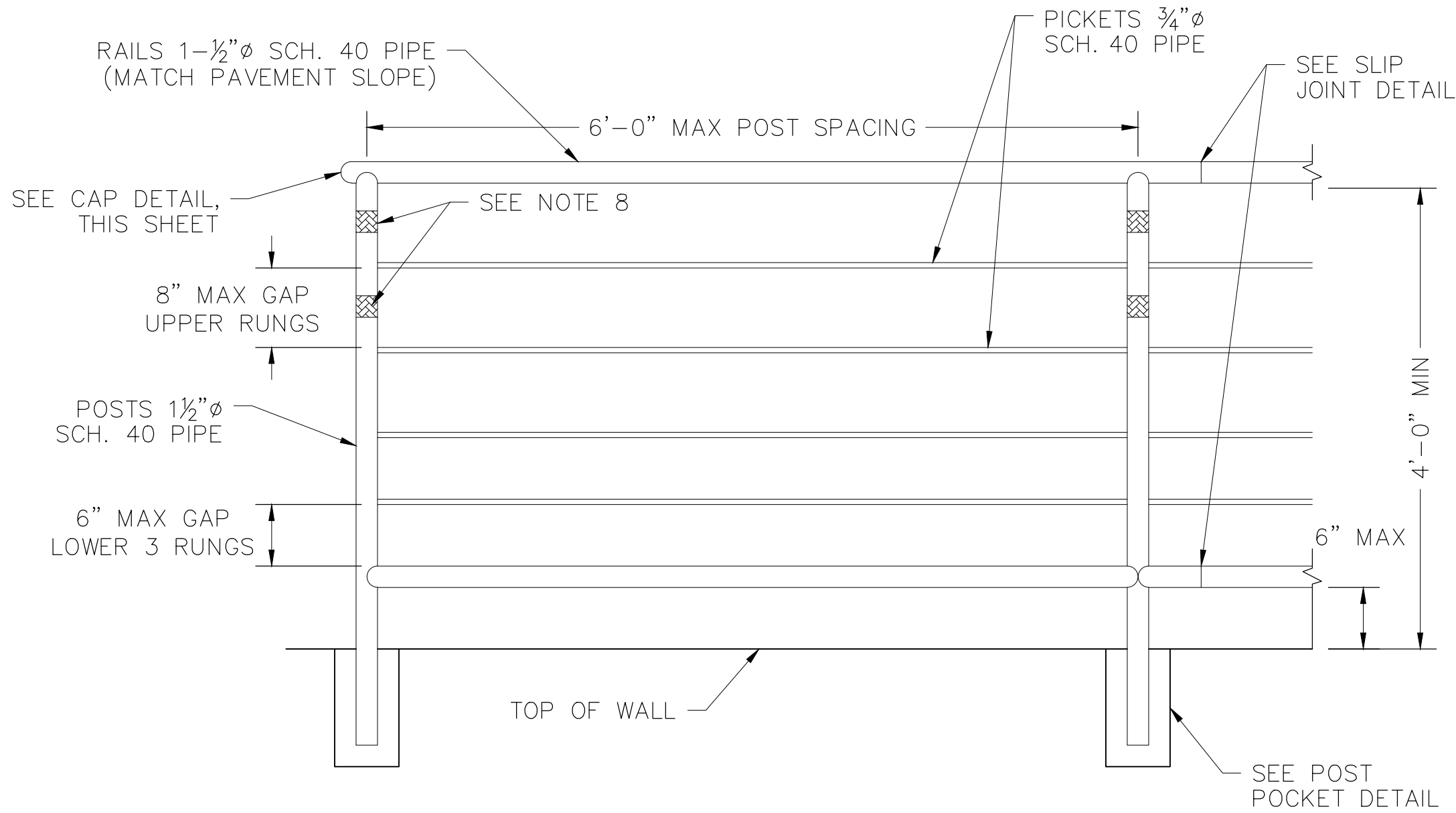
SR-20
3 **ANGULAR ROCK DETAIL**
SCALE: NOT TO SCALE

TABLE OF DIMENSIONS AND REINFORCING DATA FOR CANTILEVER RETAINING WALLS							
RETAINING WALL	DESIGN HEIGHT	"W"	"C"	"F"	"K"	"a BARS"	"d BARS"
RW 1	4'-0"	3'-9"	2'-4"	1'-2"	1'-3"	#4 @ 12	#4 @ 12
RW 1	6'-0"	5'-6"	4'-0"	1'-3"	1'-6"	#5 @ 12	#5 @ 12
RW 7	4'-0"	3'-0"	1'-0"	1'-2"	-	#4 @ 12	#4 @ 12
RW 7	6'-0"	4'-6"	1'-6"	1'-3"	0'-8"	#4 @ 12	#4 @ 12
RW 7	8'-0"	6'-0"	2'-0"	1'-3"	0'-8"	#5 @ 12	#4 @ 12
RW 7	10'-0"	7'-0"	2'-6"	1'-4"	0'-8"	#5 @ 12	#4 @ 12
RW 7	12'-0"	9'-0"	3'-0"	1'-4"	0'-8"	#5 @ 12	#4 @ 12
RW 8	4'-0"	4'-0"	0'-6"	1'-2"	0'-8"	#4 @ 12	#4 @ 12
RW 8	6'-0"	5'-0"	0'-6"	1'-3"	2'-0"	#4 @ 12	#5 @ 12
RW 8	8'-0"	7'-0"	2'-6"	1'-6"	3'-6"	#5 @ 12	#5 @ 12
RW 8	10'-0"	8'-0"	3'-6"	1'-8"	4'-6"	#5 @ 12	#5 @ 12
RW 8	12'-0"	10'-0"	5'-6"	2'-0"	5'-6"	#6 @ 12	#5 @ 12
RW 10	6'-0"	5'-0"	0'-6"	1'-3"	2'-0"	#4 @ 12	#5 @ 12
RW 12	CALTRANS STANDARD PLAN						
RW 13	CALTRANS STANDARD PLAN						
RW 14	4'-0"	3'-0"	1'-0"	1'-2"	-	#4 @ 12	#4 @ 12
RW 14	6'-0"	4'-0"	1'-0"	1'-3"	-	#4 @ 12	#4 @ 12
RW 14	8'-0"	6'-0"	1'-0"	1'-3"	-	#4 @ 12	#4 @ 12
RW 14	10'-0"	7'-0"	1'-0"	1'-4"	-	#5 @ 12	#4 @ 12
RW 15	4'-0"	3'-0"	1'-6"	1'-2"	-	#4 @ 12	#4 @ 12
RW 15	6'-0"	4'-0"	2'-6"	1'-3"	-	#4 @ 12	#4 @ 12
RW 16	6'-0"	4'-0"	1'-0"	1'-3"	-	#4 @ 12	#4 @ 12
RW 16	10'-0"	7'-0"	3'-0"	1'-4"	-	#6 @ 12	#4 @ 12
RW 16	14'-0"	10'-0"	5'-0"	1'-4"	-	#6 @ 12	#4 @ 12
RW 17	4'-0"	3'-0"	1'-0"	1'-2"	0'-8"	#4 @ 12	#4 @ 12
RW 17	6'-0"	4'-0"	1'-6"	1'-3"	1'-6"	#4 @ 12	#4 @ 12
RW 17	8'-0"	6'-0"	2'-0"	1'-4"	2'-0"	#5 @ 12	#4 @ 12
RW 18	4'-0"	3'-0"	1'-0"	1'-2"	-	#4 @ 12	#4 @ 12
RW 18	6'-0"	4'-0"	1'-0"	1'-3"	-	#4 @ 12	#4 @ 12
RW 18	8'-0"	6'-0"	1'-0"	1'-3"	-	#4 @ 12	#4 @ 12
RW 18	10'-0"	7'-0"	1'-0"	1'-4"	-	#5 @ 12	#4 @ 12
RW 18	12'-0"	8'-0"	3'-0"	1'-4"	-	#6 @ 12	#4 @ 12
RW 19	4'-0"	3'-0"	1'-0"	1'-2"	-	#4 @ 12	#4 @ 12
RW 19	6'-0"	4'-0"	1'-0"	1'-3"	-	#4 @ 12	#4 @ 12
RW 19	8'-0"	6'-0"	1'-0"	1'-3"	-	#4 @ 12	#4 @ 12
RW 19	10'-0"	7'-0"	1'-0"	1'-4"	-	#5 @ 12	#4 @ 12
RW 19	12'-0"	8'-0"	3'-0"	1'-4"	-	#6 @ 12	#4 @ 12

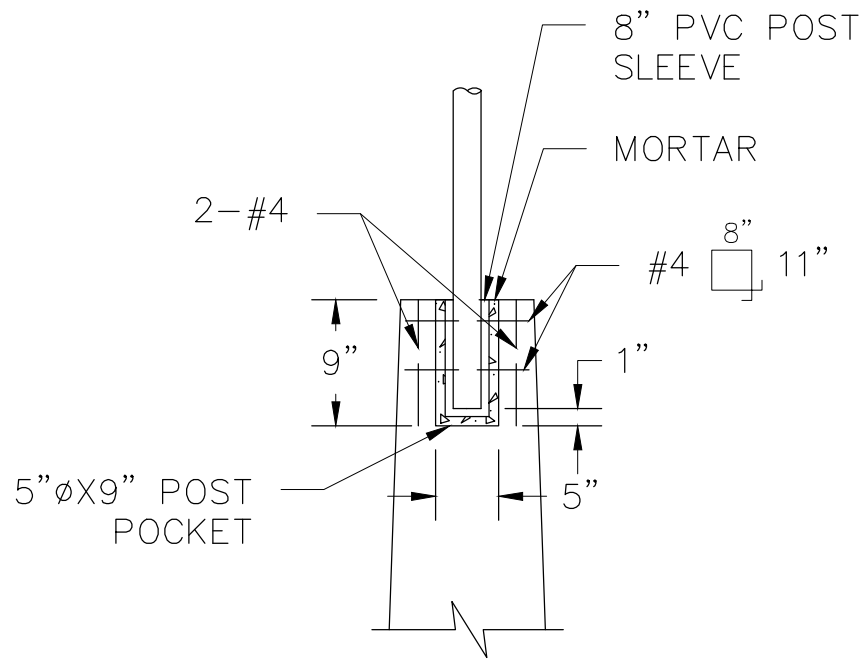
NOTES:

1. GEOTEXTILE WALL DRAIN. USE CCW MIRADRAIN 2000 OR EQUAL. INSTALLATION PER MANUFACTURERS RECOMMENDATION TO WITHIN 1 FOOT OF TOP OF WALL.
2. SLOPE AWAY FROM WALL.
3. PLACE TOE AGAINST UNDISTURBED OR FULLY COMPACTED MATERIAL.
4. WEEP HOLE, 4" NON-PERFORATED PIPE DRAIN AT LEAST 3" ABOVE PROPOSED GRADE, SLOPE 2% MIN.
5. PERFORATED PIPE WALL DRAIN WRAPPED IN NON-WOVEN FILTER FABRIC CONTAINING ONE CUBIC FOOT OF PERVIOUS BACKFILL MATERIAL.
6. CABLE RAILING OR TUBULAR STEEL RAILING, PER RETAINING WALL PLANS. FOR CABLE RAILING DETAILS SEE CALTRANS STANDARD PLAN B11-47, FOR TUBULAR STEEL RAILING DETAILS SEE SHEET SR-22.
7. #4@ 12 WHERE K > 2'-3"

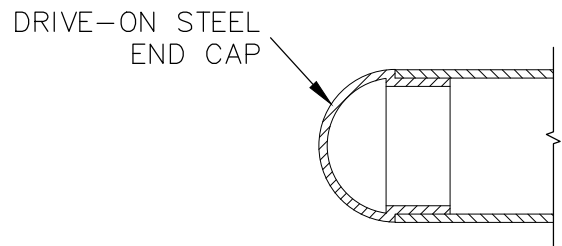
Plotted: 06/05/2023 14:35:03. | Drawing: P:\6ROS013800\TRANSP\DESIGN\BRIDGE\3.0 DESIGN\1.0 DRAWINGS\SHEETS\Retaining Wall Sheet Set\119 SR-20.dwg | Layout: SR-20 | By: yelena.prokofyeva



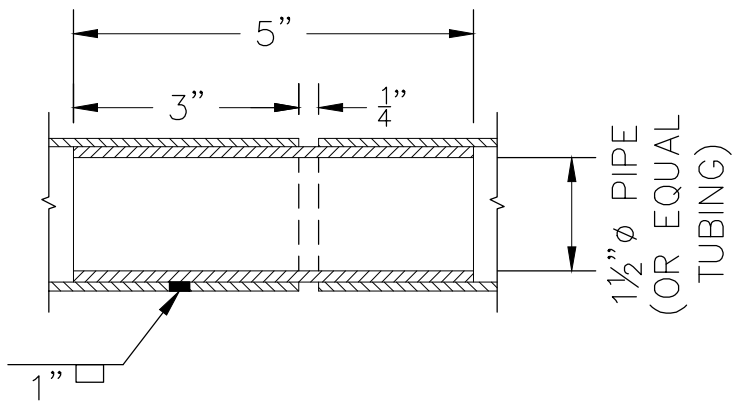
SR-21
1
TUBULAR RAILING DETAIL
SCALE: NOT TO SCALE



SR-21
2
POST POCKET DETAIL
SCALE: NOT TO SCALE



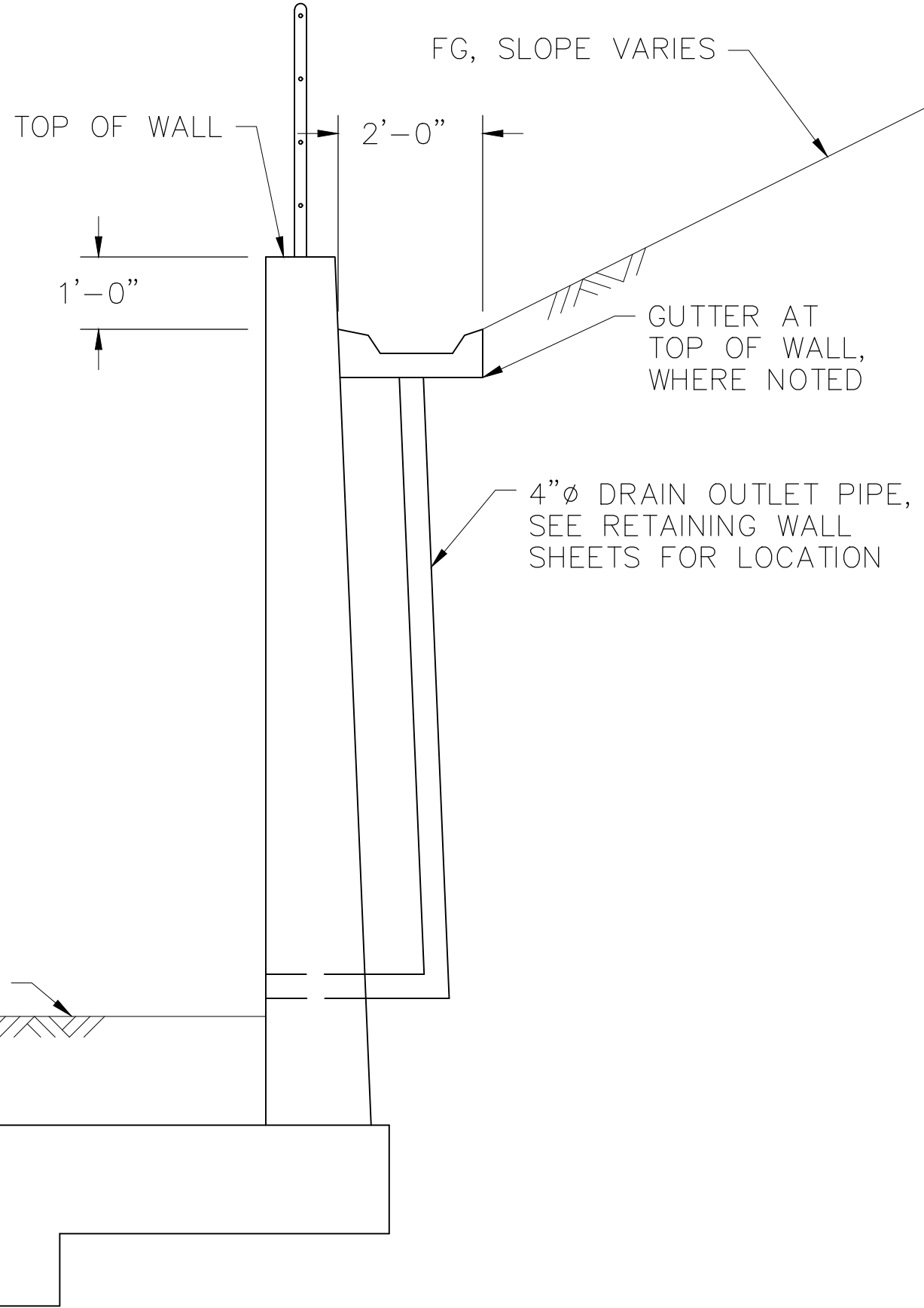
SR-21
3
CAP DETAIL FOR RAIL END
SCALE: NOT TO SCALE



SR-21
4
SLIP JOINT DETAIL
SCALE: NOT TO SCALE

NOTES:

1. GRATE DRAIN FOR OUTLET PIPE WITH FACE OF WALL
OUTLET PER CALTRANS STD PLAN B3-6.



SR-21
5
GUTTER OUTLET PIPE DETAIL
SCALE: 1/2" = 1'-0"

NOTES:

1. RAILS, POSTS, AND PICKETS SHALL BE BLACK POWDER COATED TUBULAR STEEL.
2. WELDS SHALL BE SLOT OR FILLET WELDS EQUAL TO THICKNESS OF PIPE. WELD ALL JOINTS ALL AROUND. GRIND SMOOTH TYPICAL.
3. ALL PAINT AND PRIMER SHALL BE APPLIED TO CLEAN SURFACES IN 5 MIL. COATS. FINISH COLOR SHALL MATCH POWDER COAT SHEEN, AND BE RUSTOLEUM TYPE PAINT OR APPROVED EQUAL.
4. PEDESTRIAN RAILING SHALL MEET ALL CURRENT CBC REQUIREMENTS.
5. PIPE MUST COMPLY WITH ASTM A53, GRADE A.
6. SLIP JOINTS SHALL BE PLACED ADJACENT TO EXPANSION JOINTS.
7. LOCATE POSTS AT ALL DIRECTIONAL CHANGES AND ALL PROPERTY LINE CORNERS AND TERMINATIONS.
8. PLACE 2" WHITE REFLECTIVE TAPE ON ALL BRIDGE UNDERCROSSING VERTICAL PIPES.

REVISIONS				
NO.	DESCRIPTION	DATE	BY	

BENCH MARK ELEV. _____

FIELD BOOK
SCALE
HORIZ. AS NOTED
VERT. AS NOTED

CITY# 400022



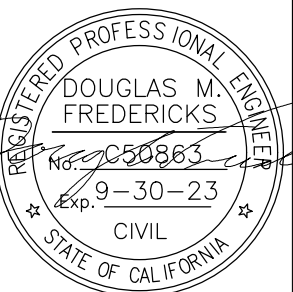
PSOMAS

1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122

DESIGNED BY: Y. PROKOFYEVA DATE: 05/2023

CHECKED BY: D. FREDERICKS DATE: 05/2023

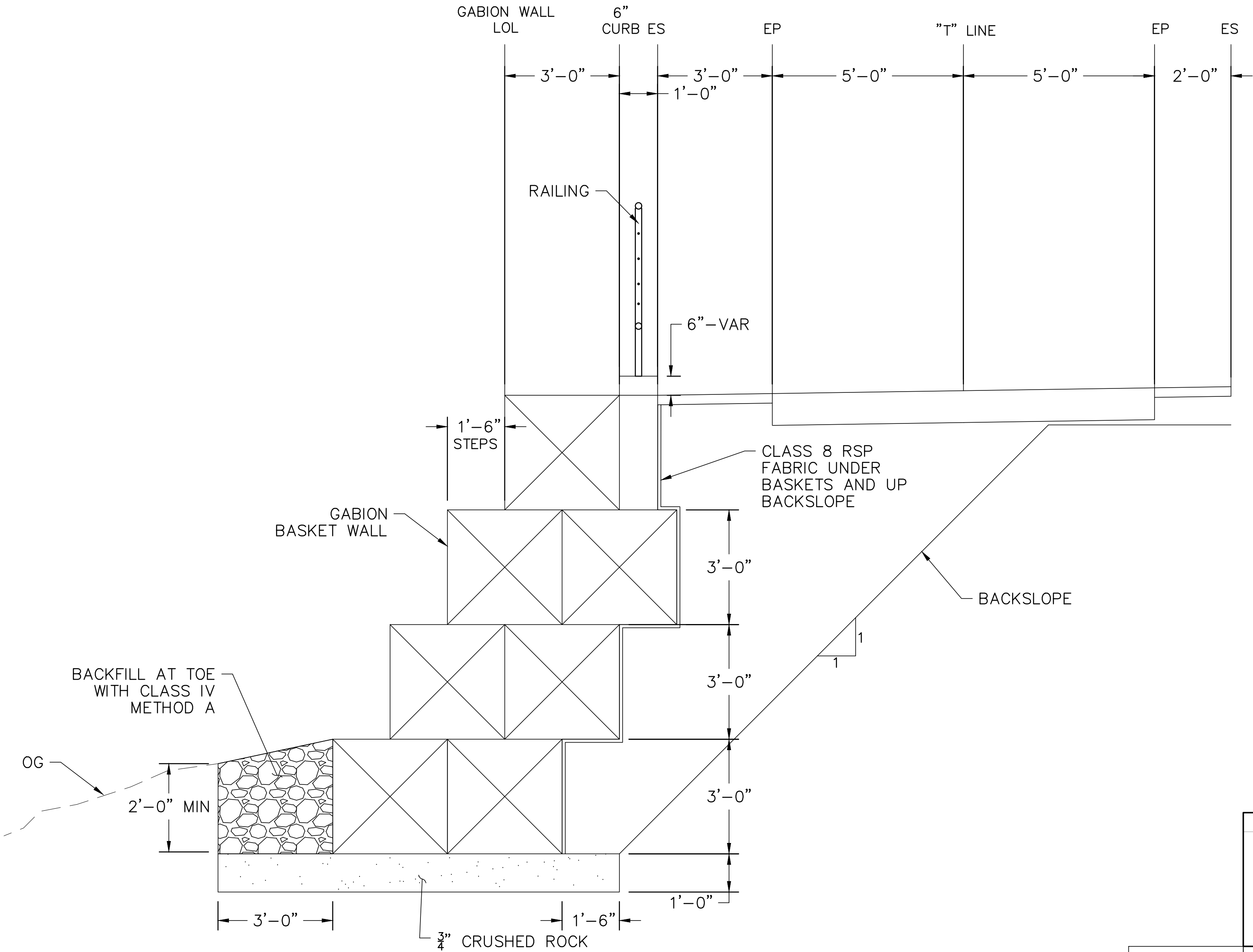
DRAWN BY: A. JAUREGUI DATE: 05/2023



DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
RETAINING WALL TYPES 1A & 1B DETAILS

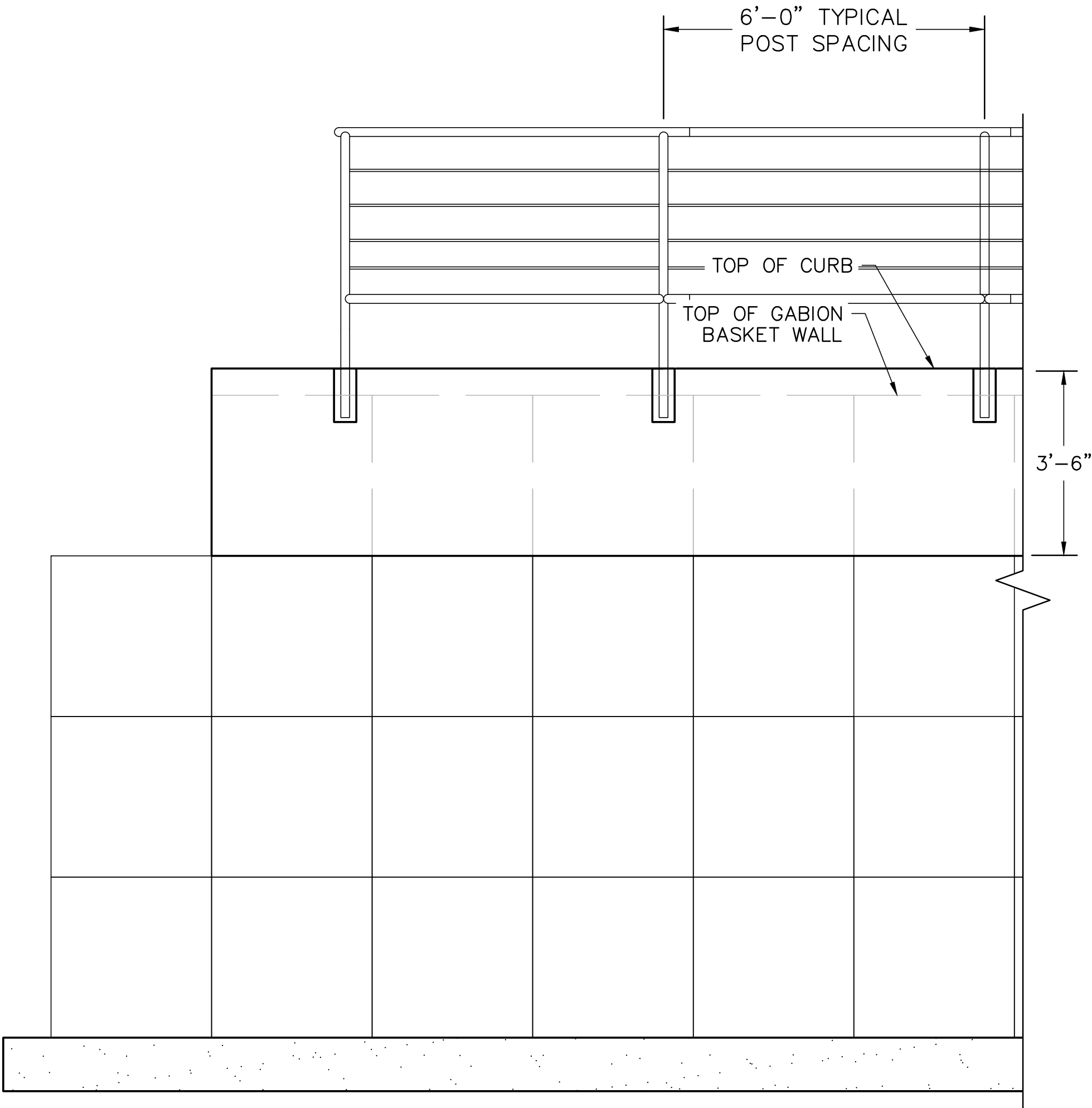
STRUCTURAL NOTES:

1. FOUNDATION EXCAVATIONS SHALL BE INSPECTED AND APPROVED BY THE ENGINEER PRIOR TO PLACEMENT OF ANY REINFORCING STEEL OR CONCRETE.
2. SOIL PROPERTIES:
 - DENSITY = 130 PCF
 - FRICTION ANGLE = 34 DEGREES
 - COEFFICIENT OF FRICTION (SLIDING) = 0.661
 - MAXIMUM BASE APPLIED BEARING PRESSURE = 1200 PSF
3. SURCHARGE LOADING:
 - 100 PSF VERTICAL LOADING (BEHIND WALL)
4. GABIONS:
 - 12 Gd PVC COATED TWISTED MESH CUBICAL GABION BASKET
 - 100 PCF MINIMUM FILL DENSITY
5. GEOTEXTILE FABRIC TO BE PLACED BEHIND GABION BASKETS PRIOR TO PLACEMENT OF IMPORTED BORROW.
6. DEPTH OF FOOTINGS SHOWN ON THE DRAWINGS ARE MINIMUM, AND THE BOTTOM OF FOOTING SHALL BE LOWERED AS REQUIRED AT THE DIRECTION OF THE ENGINEER TO REMOVE ANY SOFT OR LOOSE MATERIALS.
7. PRIOR TO SUBMITTING SHOP DRAWINGS AND PRODUCT DATA, THE CONTRACTOR SHALL VERIFY THAT THE SUBMITTALS MEET THE REQUIREMENTS OF THE DRAWINGS AND SPECIFICATIONS. THE CONTRACTOR SHALL SPECIFICALLY NOTE ANY EXCEPTIONS TO THESE REQUIREMENTS WITH THE SUBMITTAL.
8. FOR DETAILS NOT SHOWN OR LISTED, CONTRACTOR TO REFER TO CALTRANS STANDARD SPECIFICATIONS, SECTION 72-16 (GABIONS).
9. GABION BASKET PLANTINGS TO INCLUDE WILLOW STAKES, SEE RESTORATION PLAN REPORT.

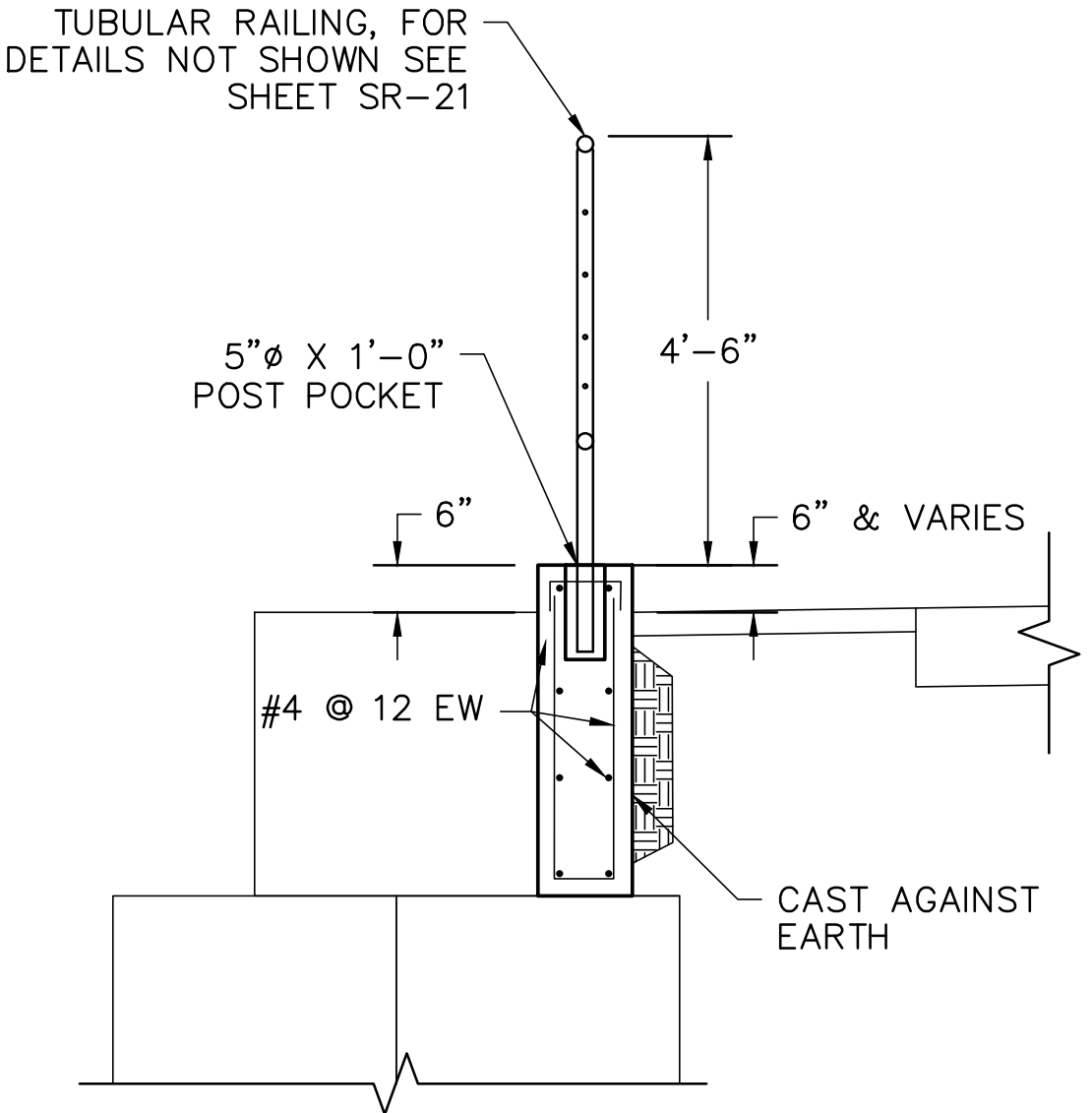


* FOR ROADWAY SECTION INFORMATION, SEE TYPICAL SECTION SHEETS

SR-22 1 STANDARD GABION BASKET WALL - RETAINING WALL 9 AND 30
SCALE: 1" = 1'-0"



SR-22 2 ELEVATION
SCALE: 1" = 1'-0"



SR-22 3 RAILING POST DETAIL
SCALE: 1" = 1'-0"

SR-22

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.

FIELD BOOK
SCALE
HORIZ. AS NOTED
VERT. AS NOTED

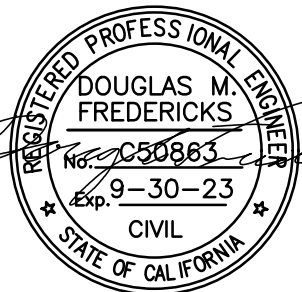
CITY# 400022



PSOMAS

1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122

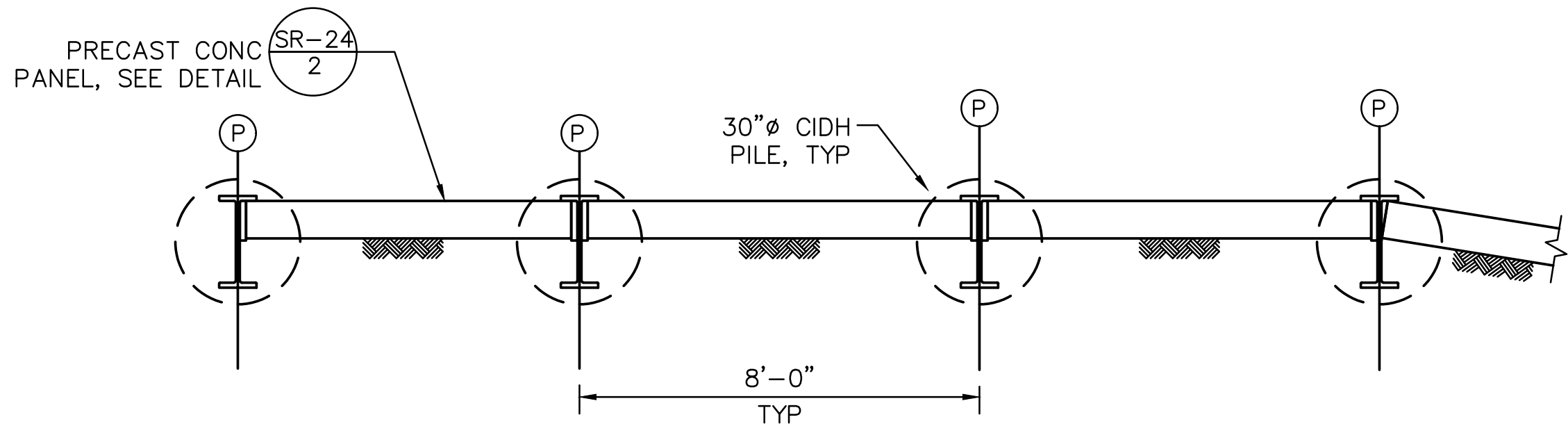
DESIGNED BY: Y. PROKOFYEVA DATE: 05/2023
CHECKED BY: D. FREDERICKS DATE: 05/2023
DRAWN BY: A. JAUREGUI DATE: 05/2023



**DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
RETAINING WALL TYPICAL SECTION 4**

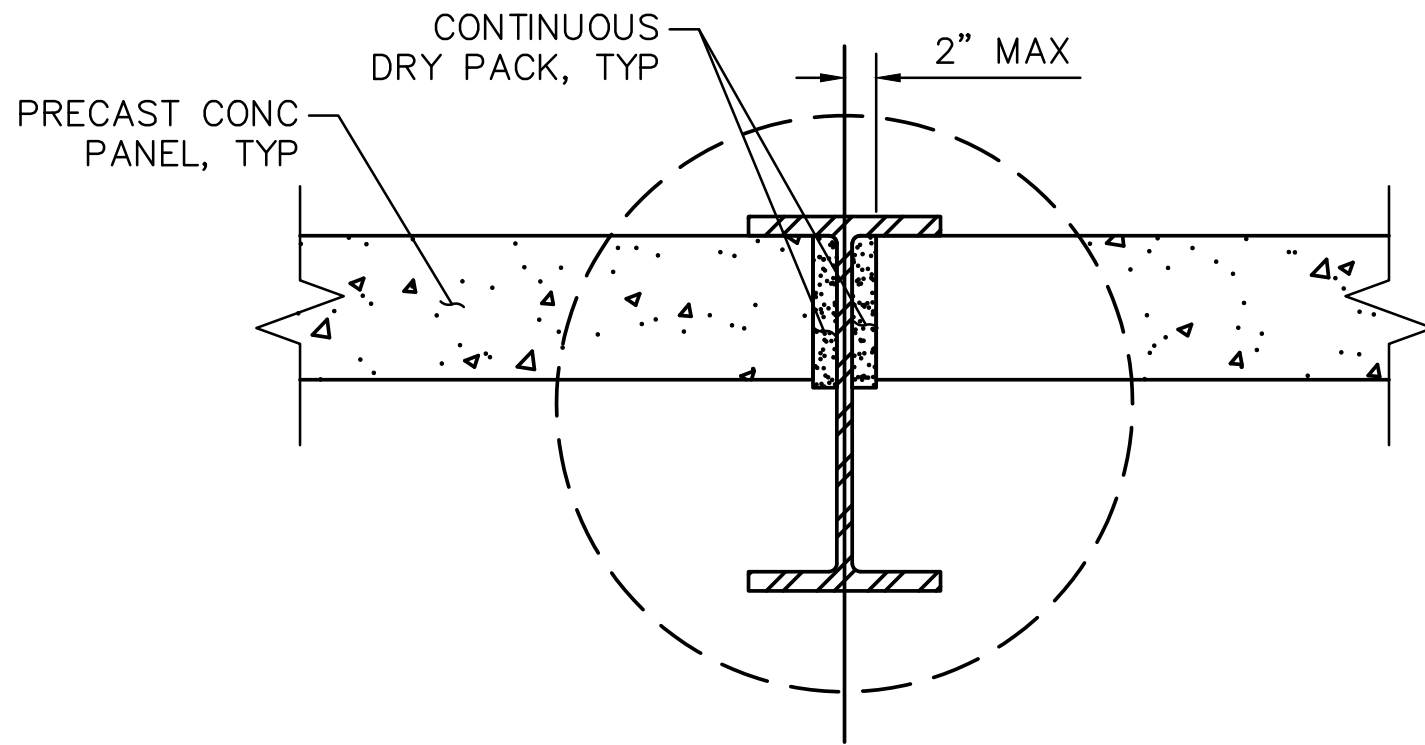
SHEET
130
OF
168

Xrefs: S:\border\DOGE_RW_NO.1-NO.13\DOBT-C-RD\20-103-LWD_Base Images: cropped COR_black_logo.tif

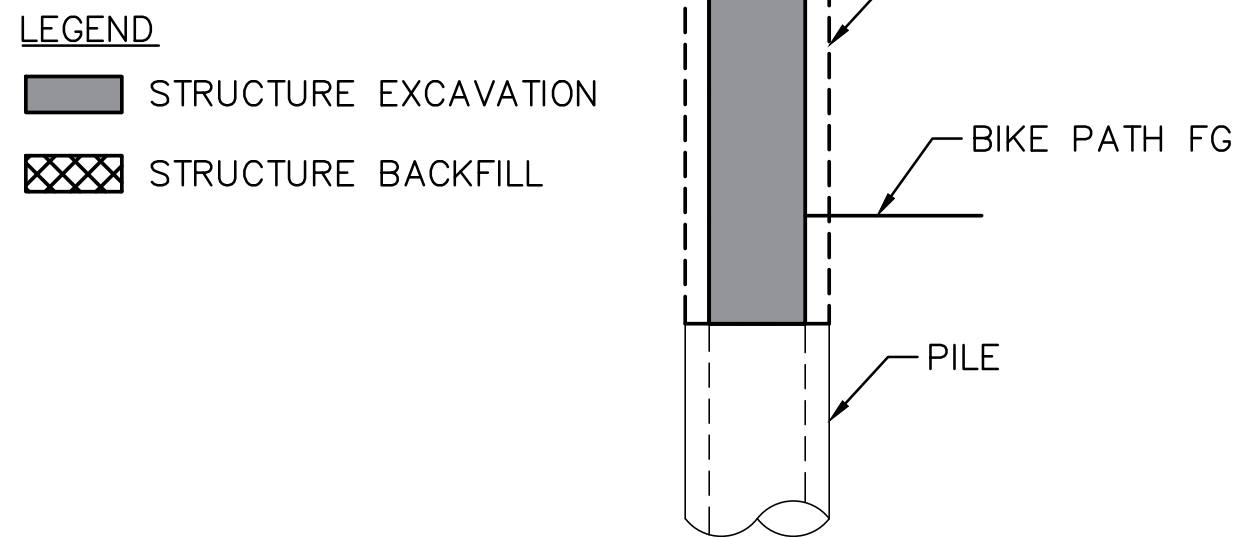


SR-23 1 PARTIAL PLAN
SCALE: 3/8" = 1'

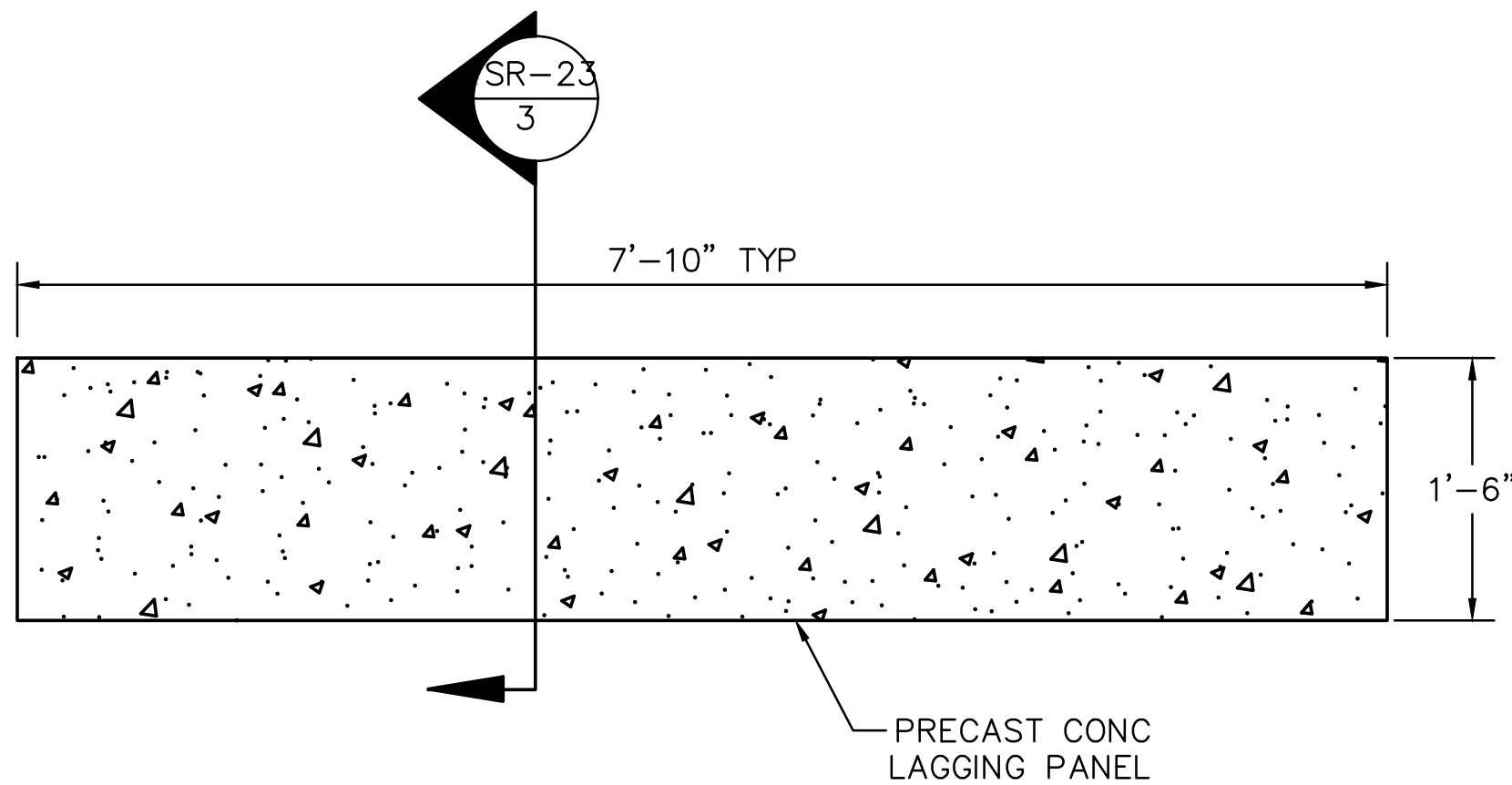
NOTE: TOP OF WALL & GUTTER NOT SHOWN FOR CLARITY



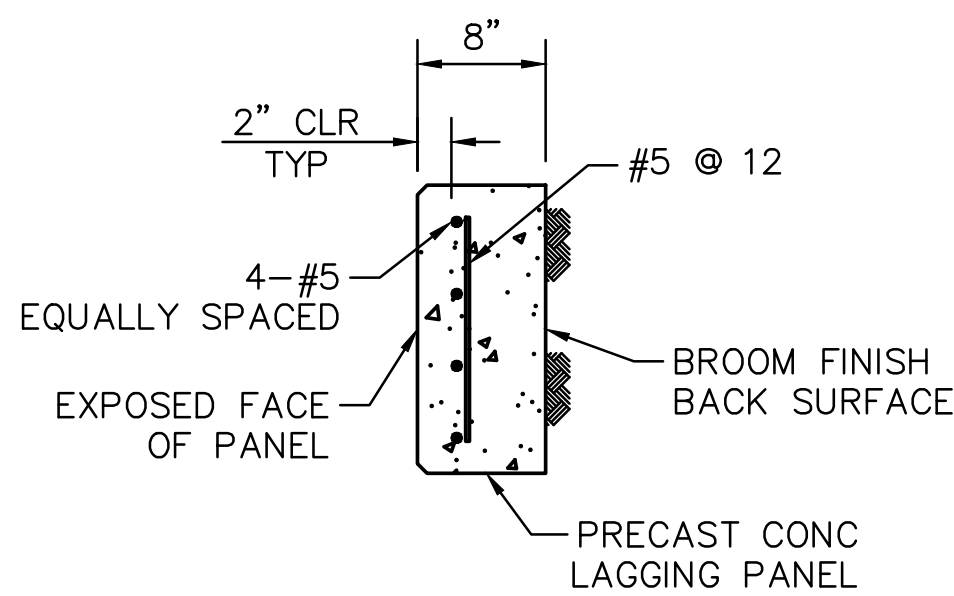
SR-23 6 DETAIL
NTS



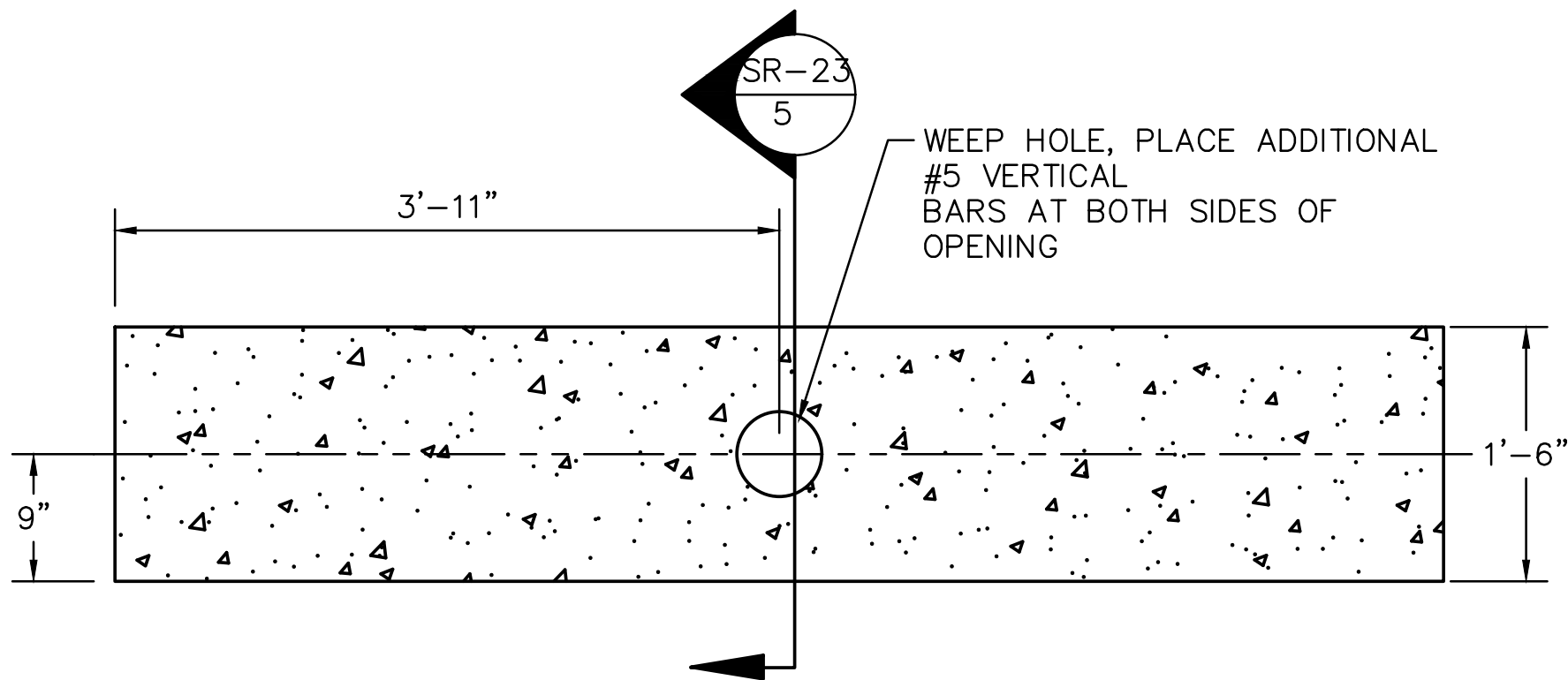
SR-23 8 LIMIT OF BACKFILL
NO SCALE



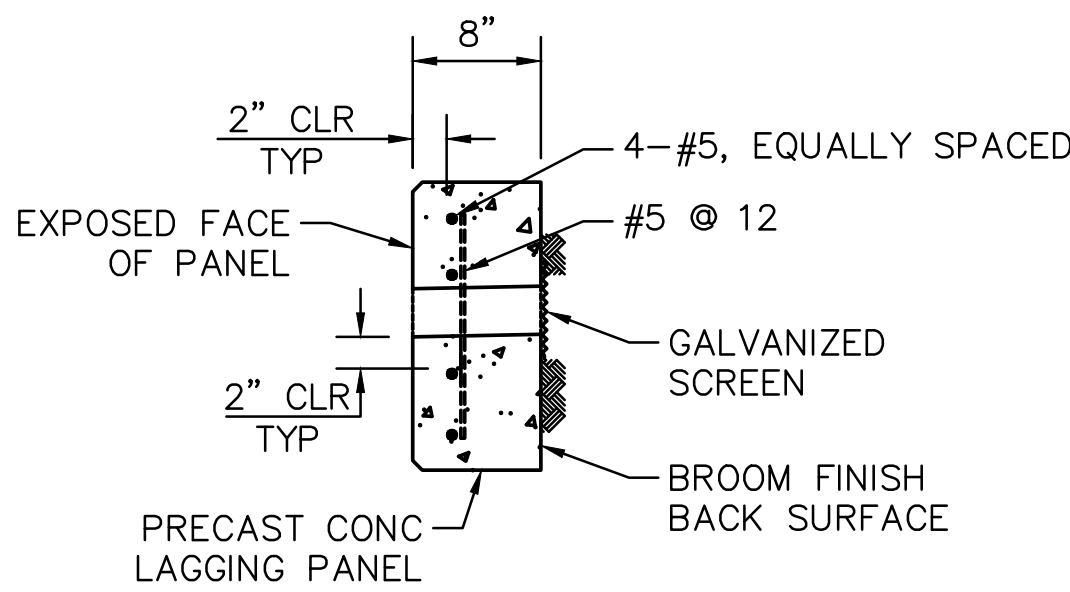
SR-23 2 TYPICAL PANEL DETAIL
SCALE: 1" = 1'-0"



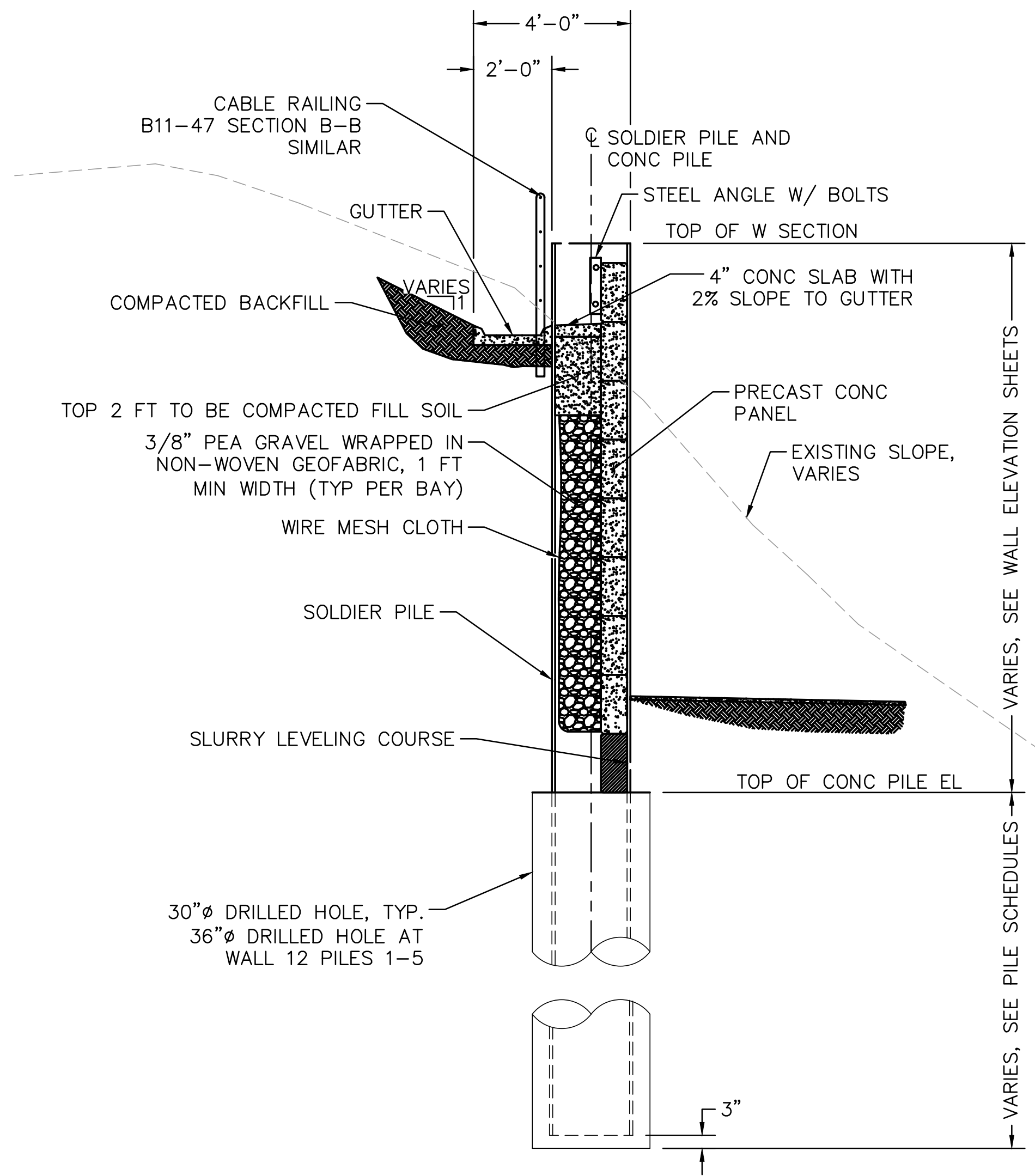
SR-23 3 SECTION
SCALE: 1" = 1'-0"



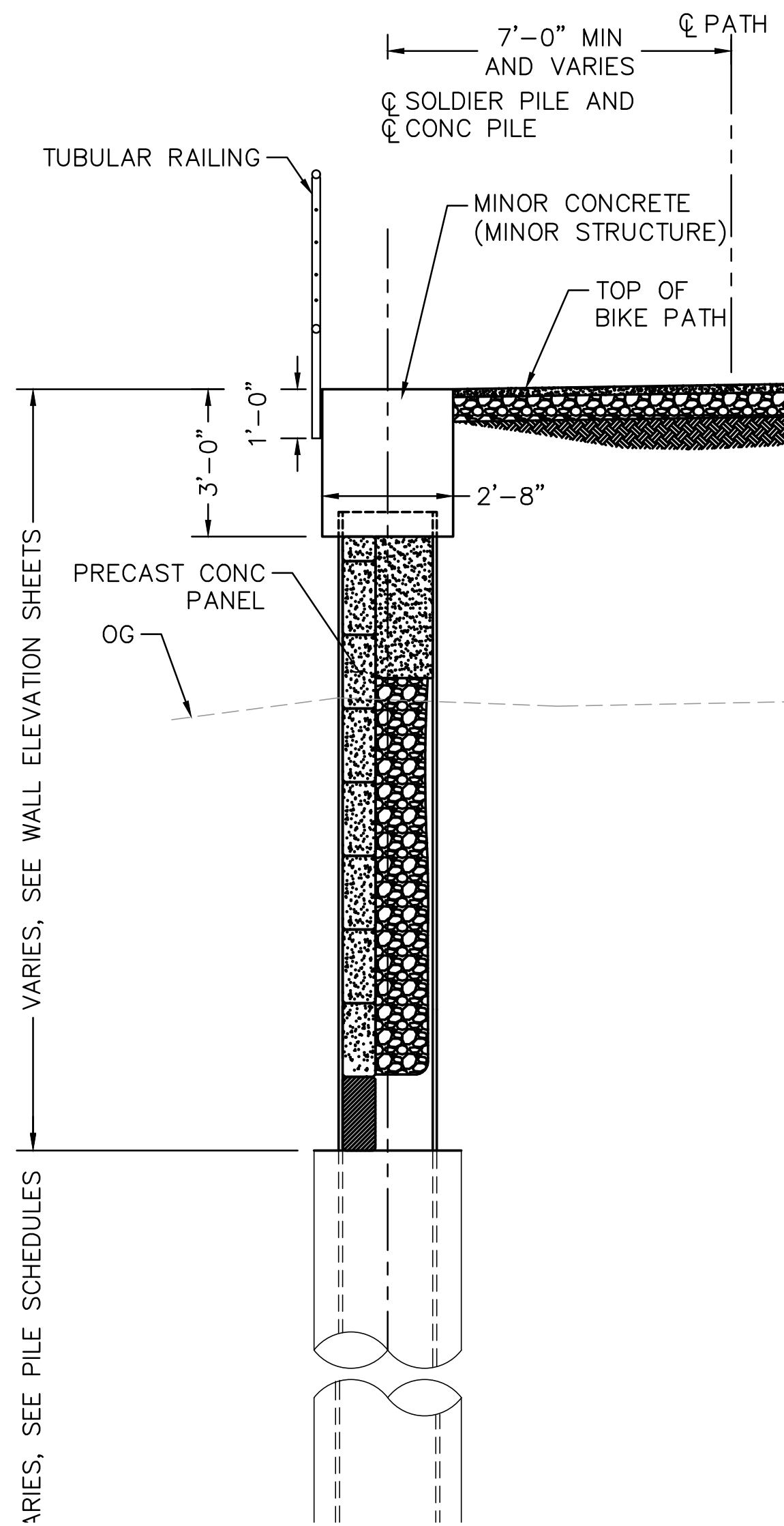
SR-23 4 PANEL DETAIL WITH HOLE
SCALE: 1" = 1'-0"



SR-23 5 SECTION
SCALE: 1" = 1'-0"



SR-23 7 PILE WALL #11,12 SECTION
SCALE: 3/8" = 1'-0"



SR-23 9 PILE WALL #18, 23 SECTION
SCALE: 3/8" = 1'-0"

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.

FIELD BOOK

CITY# 400022

CITY OF ROSEVILLE CALIFORNIA

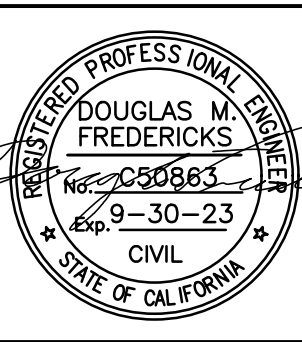
PSOMAS

1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122

DESIGNED BY: Y. PROKOFYEVA DATE: 05/2023

CHECKED BY: D. FREDERICKS DATE: 05/2023

DRAWN BY: A. JAUREGUI DATE: 05/2023

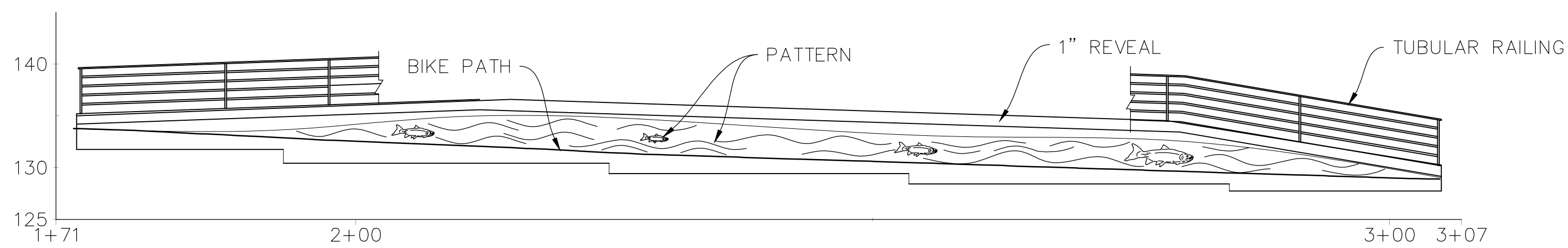


DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT

RETAINING WALL TYPICAL SECTION 3

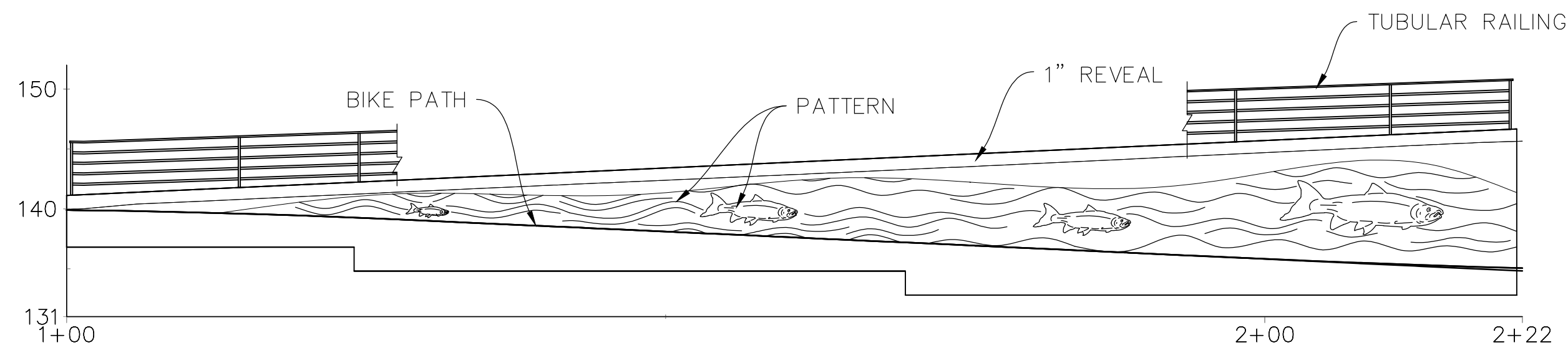
SHEET
131
OF
168

Xrefs: S_border
Images: cropped COR black logo.tif



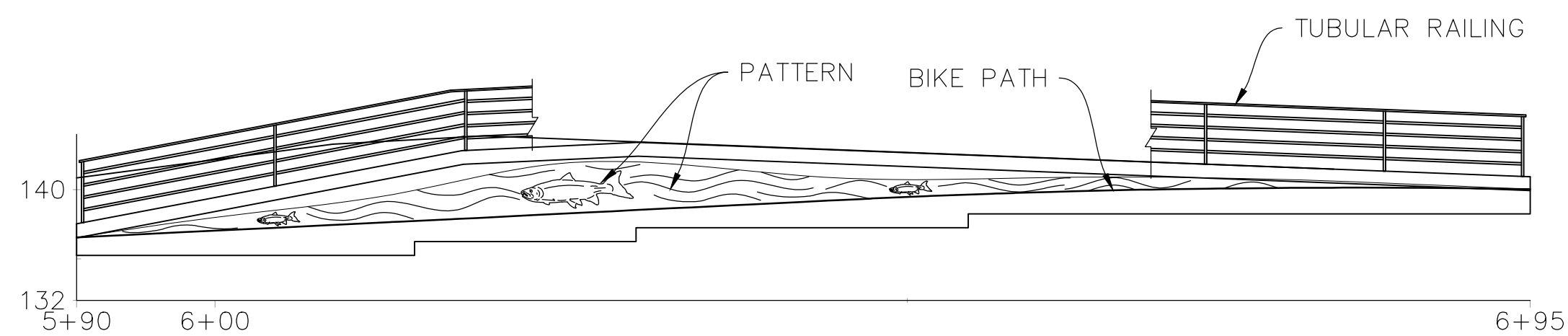
RETAINING WALL 03 ELEVATION

1" = 10'-0"



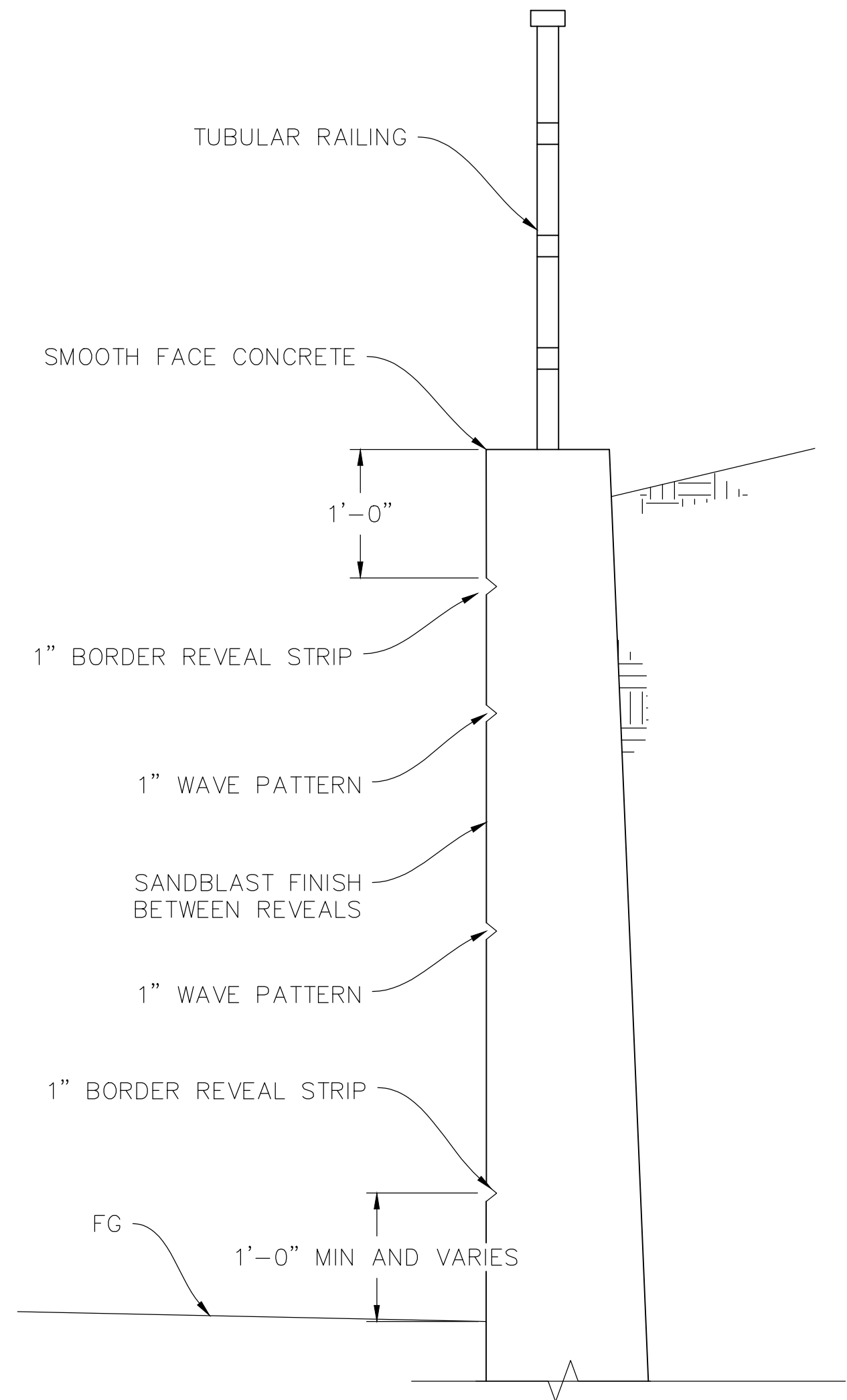
RETAINING WALL 16 ELEVATION

1" = 10'-0"



RETAINING WALL 17 ELEVATION

1" = 10'-0"



TYPICAL SECTION

NOT TO SCALE

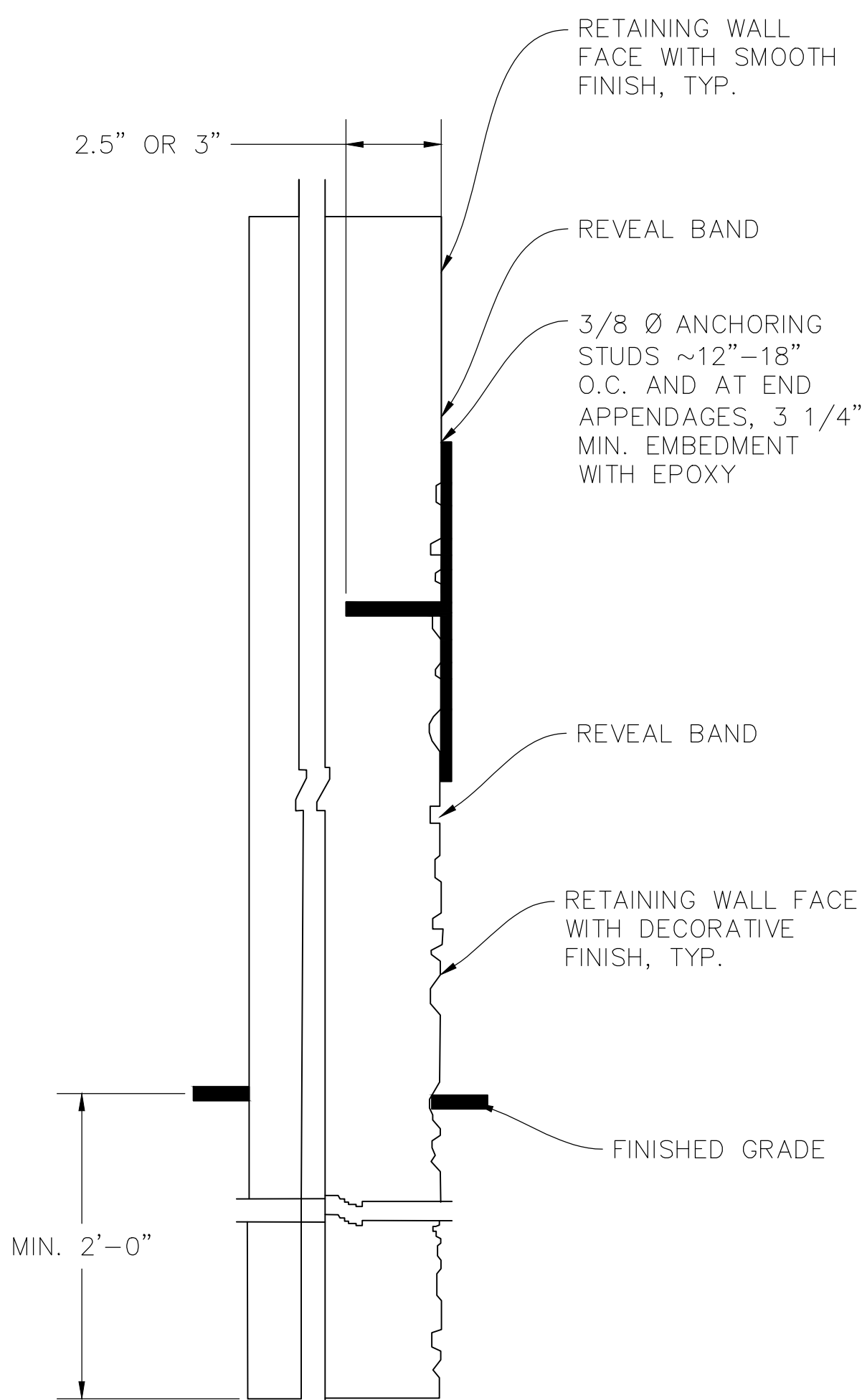
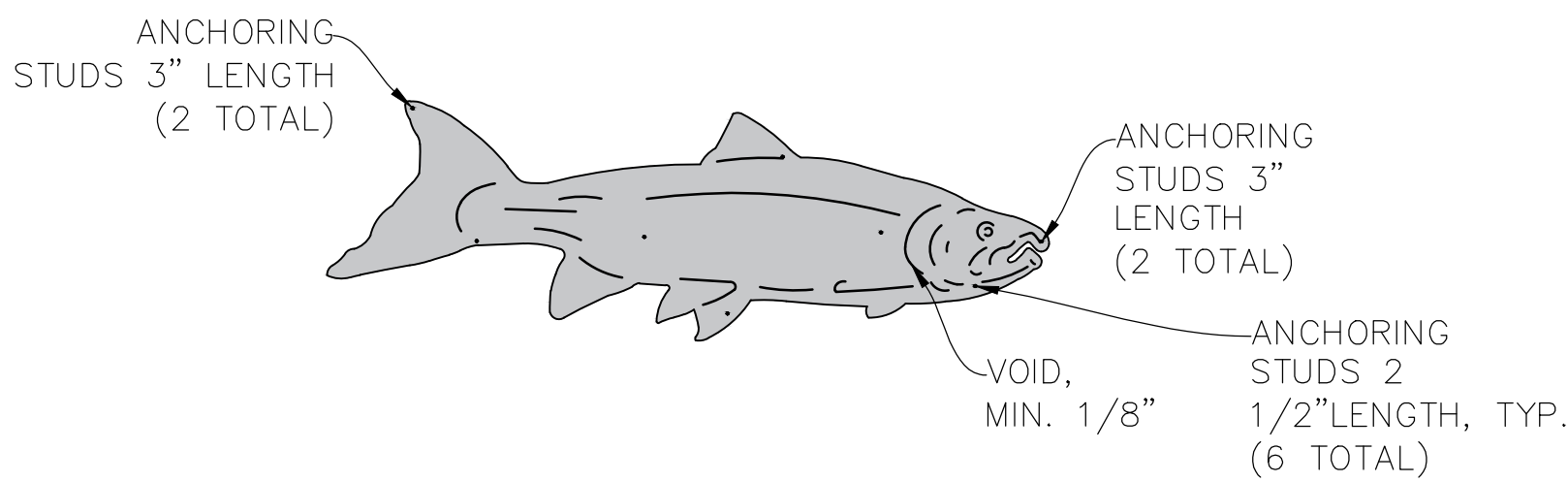


PLATE CONNECTION DETAIL

NOT TO SCALE



SALMON PLATE

NOT TO SCALE

Xrefs: s_border
Images: cropped COR black logo.tif

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.

FIELD BOOK
SCALE
HORIZ. AS NOTED
VERT. AS NOTED

CITY# 400022

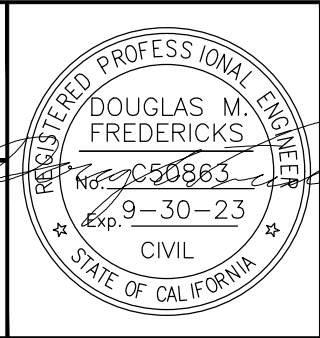
PSOMAS

1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122

DESIGNED BY: Y. PROKOFYEVA DATE: 05/2023

CHECKED BY: D. FREDERICKS DATE: 05/2023

DRAWN BY: A. JAUREGUI DATE: 05/2023



DRY CREEK GREENWAY EAST PHASE 1

TRAIL IMPROVEMENT PROJECT

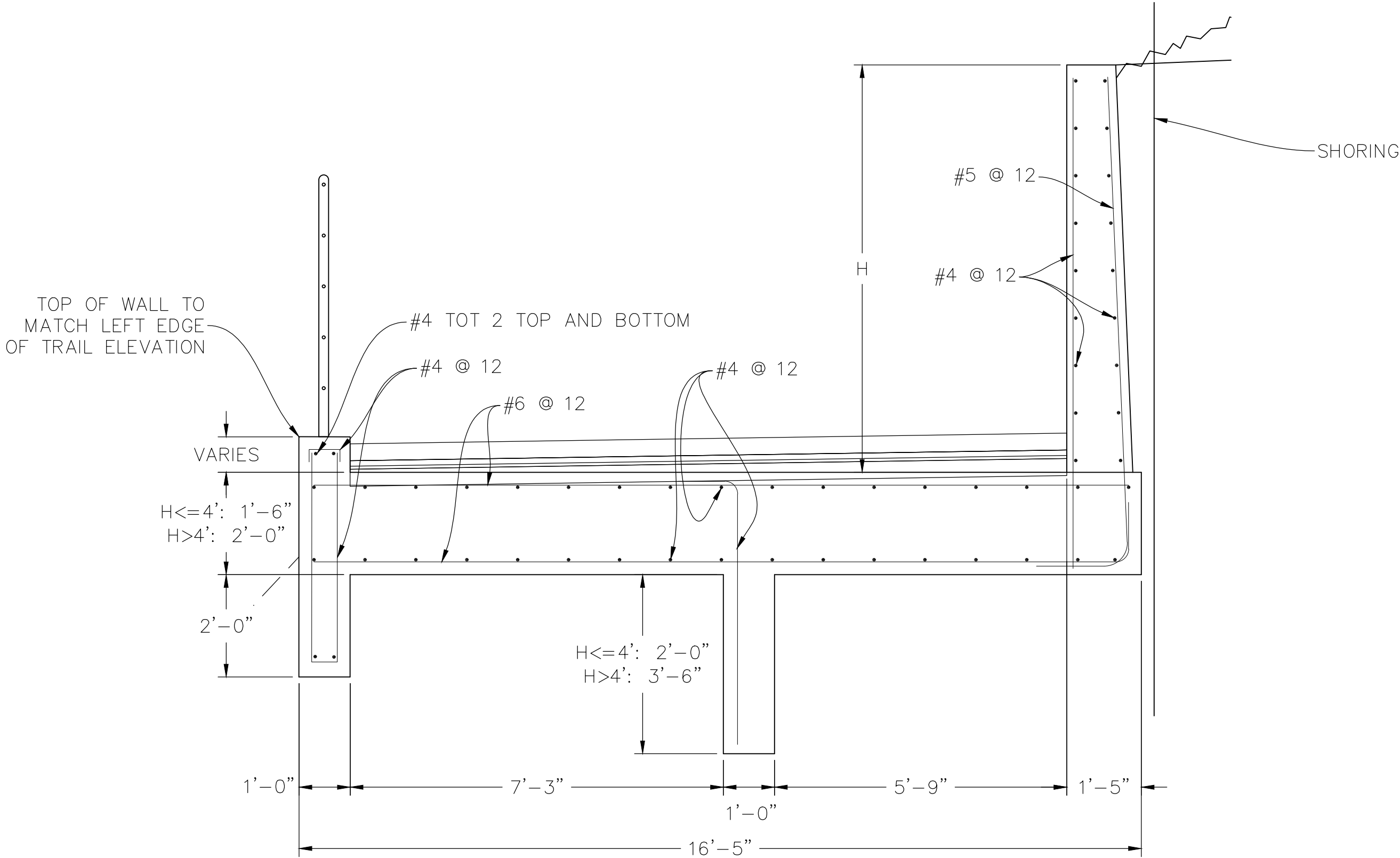
RETAINING WALL ARCHITECTURAL DETAILS

SHEET
132
OF
168

SR-24

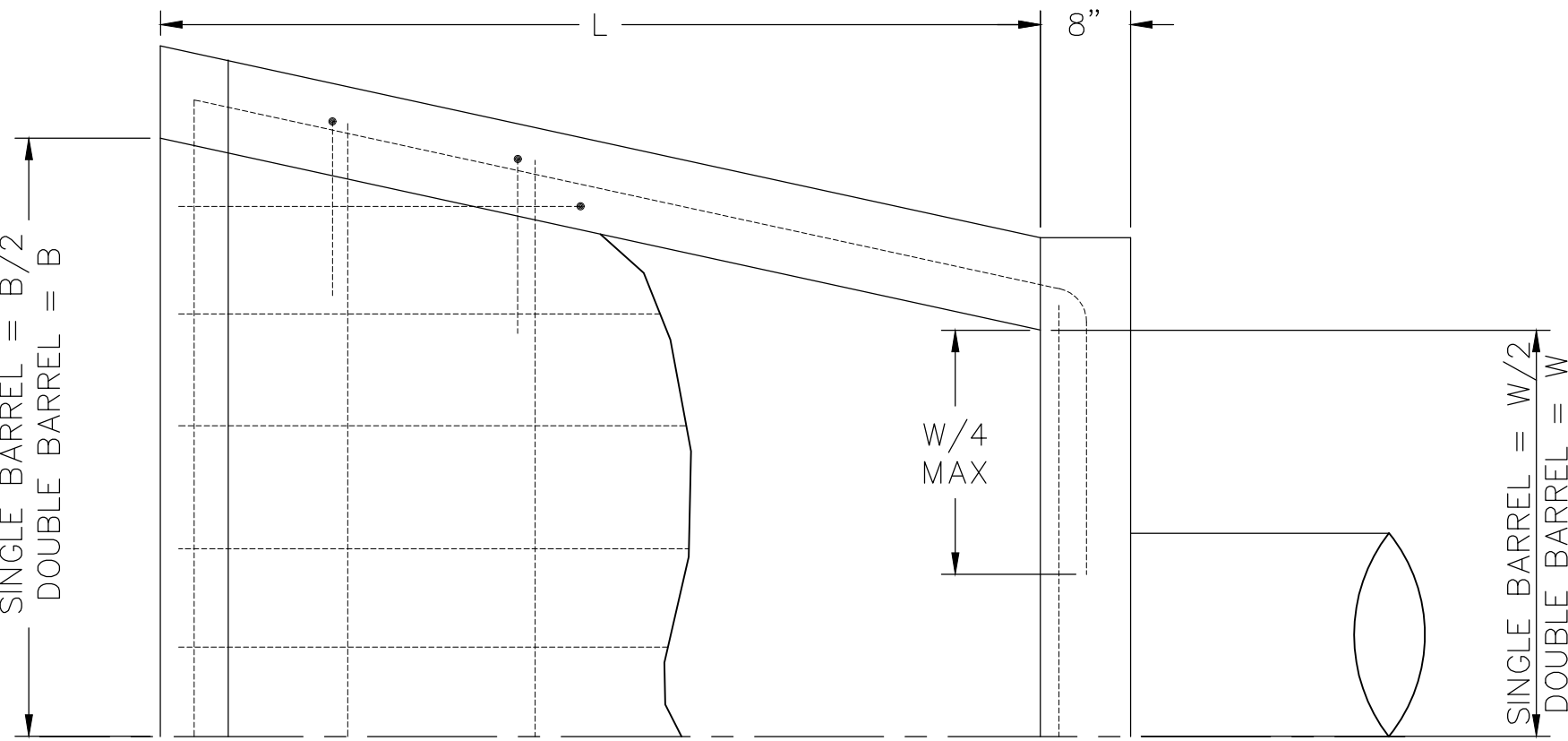
NOTES:

1. SEE SR-20 FOR DETAILS NOT SHOWN.
2. SEE SR-03 FOR WALL LAYOUT AND DESIGN H.



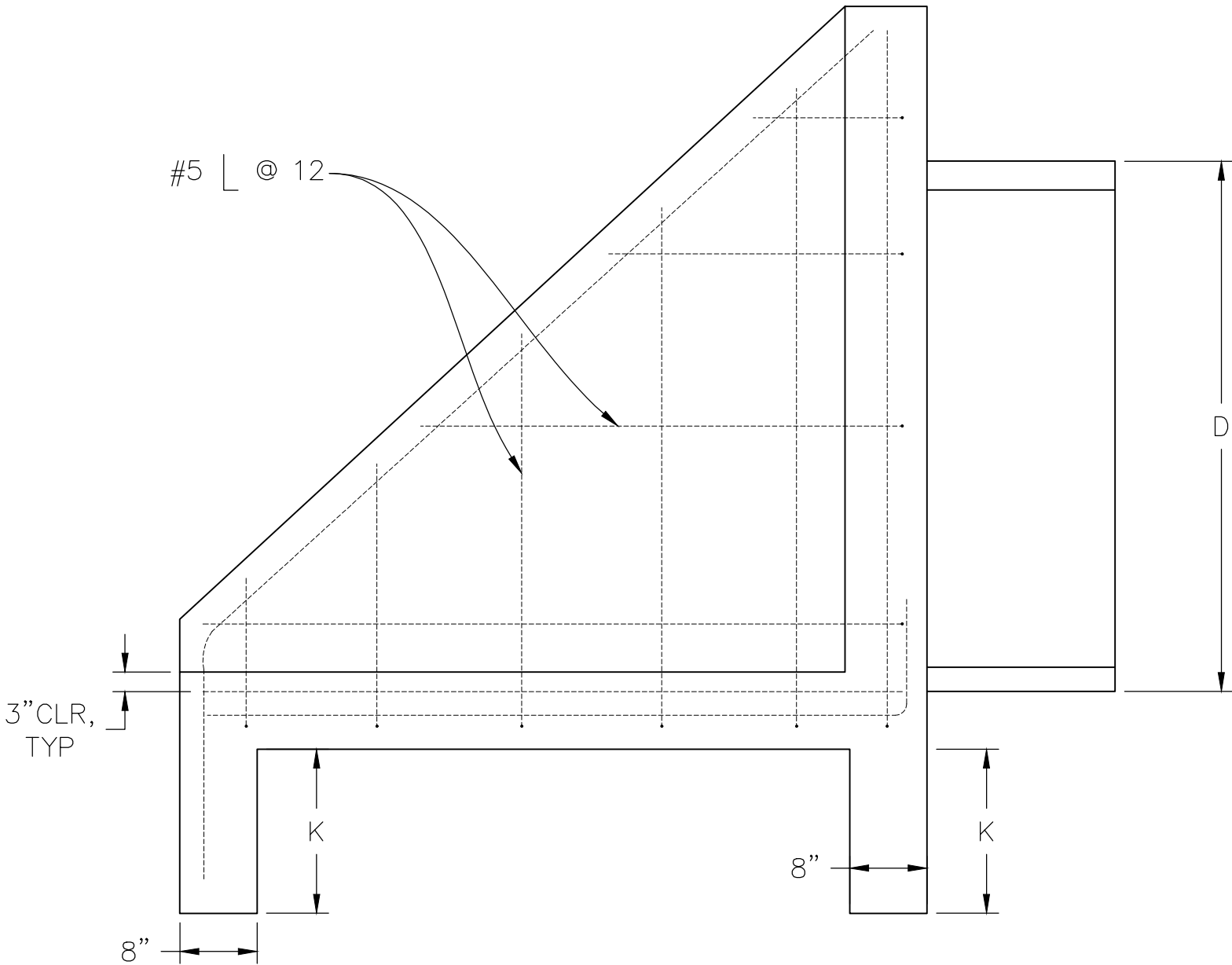
TYPICAL SECTION

SCALE: 1/2"=1'



PARTIAL PLAN

SCALE: NTS

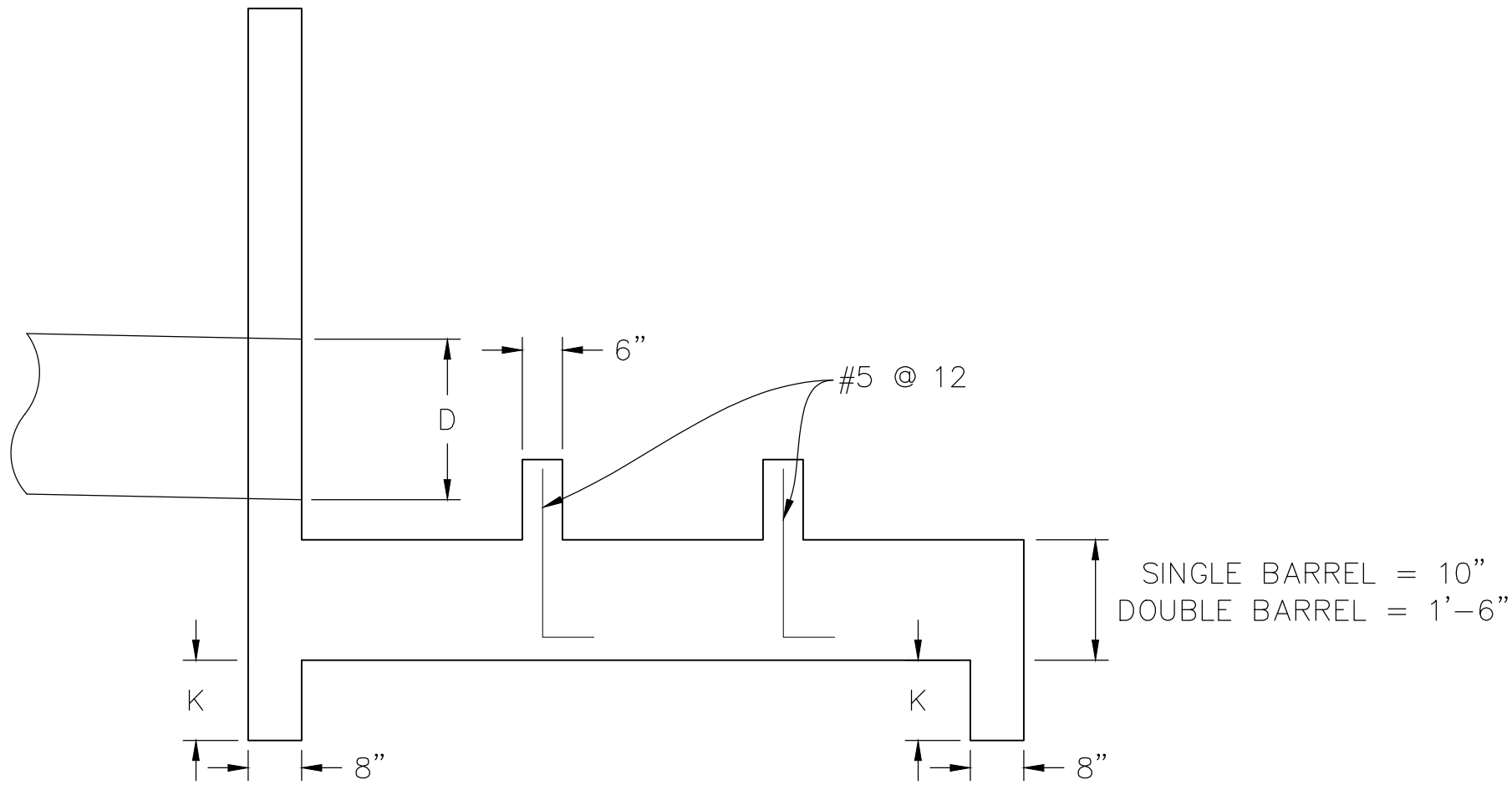


WING WALL SECTION

SCALE: NTS

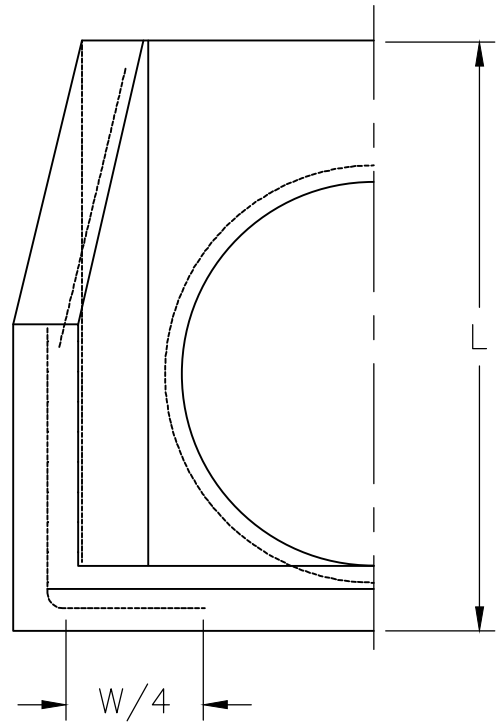
NOTES:

1. FOR DETAILS NOT SHOWN, SEE CITY OF ROSEVILLE STANDARD DETAILS DR-12 & DR-13.
2. ALL REINFORCING #5 @ 12 MINIMUM SPACING, CENTERED ON SECTION UNLESS OTHERWISE NOTED.



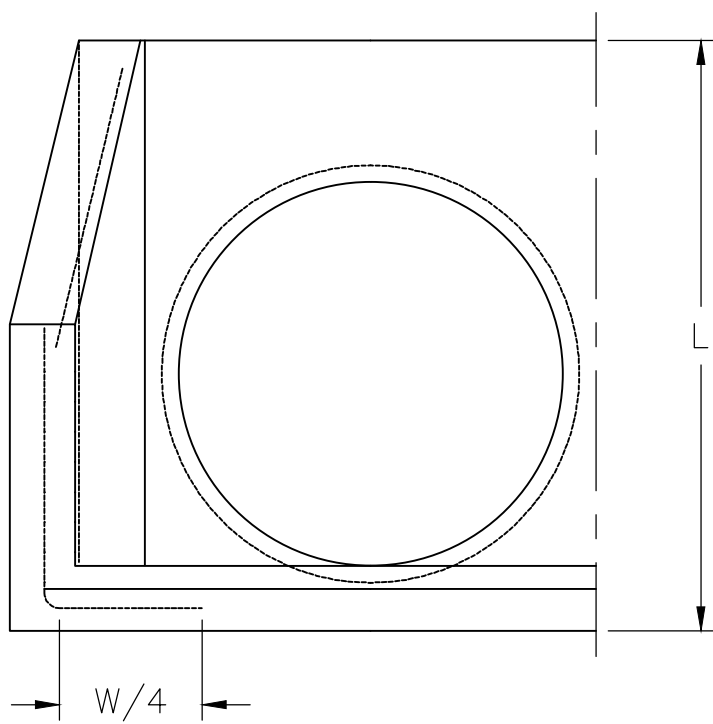
TYPICAL HEADWALL SECTION

SCALE: 1/2"=1'



HALF-SECTION A-A

SCALE: NTS



HALF-SECTION DOUBLE-BARREL

SCALE: NTS

HEADWALL REINFORCEMENT SCHEDULE							
ALIGN	STA.	D (IN)	W	B	L	T	K
T1	11+87.00	24	6'-0"	8'-10"	7'-3"	0'-8"	1'-3"
T2	79+60.80	36	6'-0"	8'-10"	6'-10"	0'-8"	1'-3"
T2	97+43.00	36	12'-0"	14'-10"	6'-10"	0'-8"	3'-3"

0 1 2 DRAWING SHALL BE AT INDICATED SCALE WHEN BAR UNITS MEASURE IN INCHES.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.

FIELD BOOK

CITY# 400022

CITY OF ROSEVILLE
CALIFORNIA

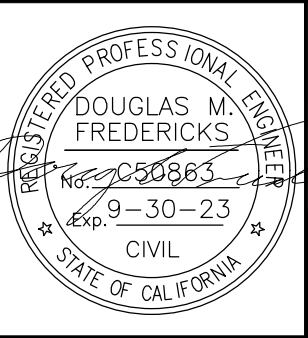
PSOMAS

1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122

DESIGNED BY: Y. PROKOFYEVA DATE: 05/2023

CHECKED BY: D. FREDERICKS DATE: 05/2023

DRAWN BY: A. JAUREGUI DATE: 05/2023



DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
RETAINING WALL 3 & MISC DETAILS

SR-25

SHEET
133
OF
168

GENERAL NOTES

LOAD AND RESISTANCE FACTOR DESIGN

DESIGN:
AASHTO LRFD BRIDGE DESIGN SPECIFICATION, 8TH EDITION
AND THE CALIFORNIA AMENDMENTS, PREFACE DATED APRIL 2019.
AASHTO "LRFD GUIDE SPECIFICATIONS FOR THE DESIGN OF PEDESTRIAN BRIDGES", DATED DECEMBER 2009.
SEISMIC DESIGN:
CALTRANS SEISMIC DESIGN CRITERIA (SDC), VERSION 2.0 DATED APRIL 2019.
DEAD LOAD:
NO ALLOWANCE FOR FUTURE WEARING SURFACE.
LIVE LOADING:
90 PSF PEDESTRIAN
HL-93, NO PERMIT DESIGN LOAD.
SEISMIC LOADING:
SEE "ACCELERATION RESPONSE SPECTRA".
REINFORCED CONCRETE:
FY = 60 KSI
F'C = SEE "CONCRETE STRENGTH AND TYPE LIMITS"
REINFORCING STEEL:
GRADE 60 ASTM A615, OR A706
BRIDGE STRUCTURAL STEEL:
HSS SECTIONS: ASTM A500 GRADE B OR C
STEEL SHAPES: ASTM A709
STEEL PLATES: ASTM A709
BEARING BOLTS/NUTS:
BOLTS SHALL BE ASTM F593 TYPE 304 AND USE ASTM F594 TYPE 304 NUTS AND STAINLESS STEEL WASHERS. BOLTS SHAL BE ALLOY GROUP 1, CONDITION AF.

STRUCTURAL NOTES

1. VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD PRIOR TO STARTING ANY WORK, INCLUDING ANY SHOP DRAWINGS SUBMITTED. VERIFY THE LOCATION AND DIMENSION OF ALL BLOCKOUTS, PADS, SLEEVES, OPENINGS, EMBEDDED OR ATTACHED ITEMS.
2. THE STAMPED SET OF PLANS AND SPECIFICATIONS SHALL BE KEPT AT THE JOB SITE AND UPDATED WITH RECORD INFORMATION. THE SET SHALL BE AVAILABLE TO THE INSPECTOR, BUILDING OFFICIAL, OR ENGINEER AT ANY TIME. THE CONTRACTOR SHALL NOT DEVIATE FROM THE STAMPED SET OF PLANS AND SPECIFICATIONS WITHOUT OFFICIAL APPROVAL.
3. THE ENGINEER DOES NOT WARRANT THE ACCURACY OF SCALED DIMENSIONS ON ANY PLAN. ALL DIMENSIONS SHALL BE AS DESIGNATED ON THE PLANS.
4. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL RIGHTS TO USE PROPERTIES OUTSIDE OF THE CITY'S RIGHT-OF-WAY WHICH THE CONTRACTOR DEEMS NECESSARY TO PERFORM ANY OF THE WORK UNDER THIS CONTRACT. ALL PRIVATE RIGHT SHALL BE OBTAINED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CITY.
5. THE CONTRACTOR SHALL PROTECT ALL PUBLIC AND PRIVATE PROPERTY DURING THE PERFORMANCE OF WORK DONE UNDER THIS CONTRACT.
6. WORK PLATFORMS, SCAFFOLDINGS, EQUIPMENT PADS, AND OTHER TEMPORARY WORKS MAY BE REQUIRED. PRIOR TO THE BEGINNING OF ANY SUCH WORK, THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL SHOWING THE DETAILS OF THE SUPPORTS AND A DESCRIPTION OF THE METHOD AND PROCEDURE TO BE USED FOR ERECTION, ANCHORAGE, AND REMOVAL OF THE SUPPORTS. SHOP DRAWINGS AND STRUCTURAL DESIGN CALCULATIONS SHALL BE SIGNED BY A CALIFORNIA REGISTERED CIVIL OR STRUCTURAL ENGINEER.
7. NO EXCAVATED MATERIAL OR DEBRIS SHALL BE DEPOSITED INTO THE CREEK.
8. ALL CONDITIONS OF THE PERMITS OBTAINED FOR THIS WORK SHALL BE COMPLIED WITH.

CONSTRUCTION NOTE

FALSEWORK SHALL NOT BE REMOVED PRIOR TO CONSTRUCTION AND CURING OF ALL CONCRETE COMPONENTS, EXCLUDING THE APPROACH SLAB, INVOLVED IN THE CONSTRUCTION OF THE STRUCTURAL WIDENING COMPLETE IN PLACE.

BRIDGE SUPPORT REACTIONS (UNFACTORED)

STRUCTURE	LOADING TYPE	MAX REACTION ALLOWED (KIPS)	
		ABUT 1	ABUT 2
BRIDGE 2	VERTICAL DEAD	50.8	50.8
	VERTICAL LIVE	113.9	113.9
BRIDGE 4	VERTICAL DEAD	83.7	83.7
	VERTICAL LIVE	140.7	140.7
BRIDGE 14	VERTICAL DEAD	43.2	43.2
	VERTICAL LIVE	107.0	107.0

NOTE: FABRICATOR SHALL PROVIDE A BRIDGE THAT DOES NOT EXCEED THE VERTICAL REACTIONS ABOVE. DEAD LOAD REACTION INCLUDES WEIGHT OF THE CONCRETE DEC AND TRUSS.

PRE-FABRICATED BRIDGE NOTES

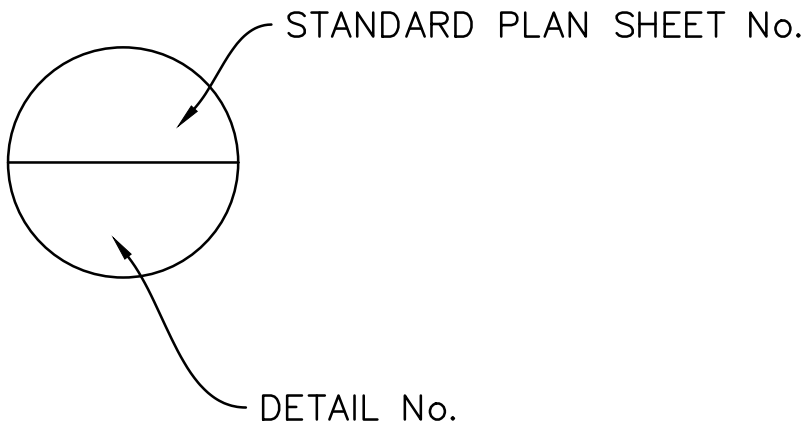
1. CONTRACTOR SHALL SUPPLY PRE-FABRICATED AND PRE-ENGINEERED STEEL TRUSSES IN ACCORDANCE WITH CONTRACT PLANS AND SPECIFICATIONS.
2. PRIOR TO FABRICATION, SHOP DRAWINGS, CALCULATIONS, AND ERECTION DETAILS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW.
3. FABRICATORS SHALL DESIGN BRIDGE DECK WITH CONCRETE AND STEEL STRENGTHS NOTES. REINFORCING STEEL SHALL BE STANDARD (NON-EPOXY COATED) DEFORMED STEEL.
4. VERTICAL DEFLECTION OF THE BRIDGE DUE TO UNFACTORED PEDESTRIAN LIVE LOADING SHALL NOT EXCEED $\frac{L}{400}$ OF THE SPAN LENGTH.
5. HORIZONTAL DEFLECTION OF THE BRIDGE DUE TO UNFACTORED LATERAL WIND LOADING SHALL NOT EXCEED $\frac{L}{300}$ OF THE SPAN LENGTH.
6. PROVIDE TRUSSES WITH A "BOWSTRING" SHAPE WITH VERTICAL END POSTS
7. BRIDGE RAILINGS SHALL BE A MINIMUM OF 54 INCHES HIGH AND INCLUDE A TOE BOARD.

INDEX TO PLANS

SHT NO.	TITLE
29-ST01	BRIDGE GENERAL NOTES
30-ST02	BRIDGE 2 GENERAL PLAN
31-ST03	BRIDGE 2 FOUNDATION & ABUTMENT PLAN
32-ST04	BRIDGE 4 GENERAL PLAN BRIDGE
33-ST05	BRIDGE 4 FOUNDATION & ABUTMENT PLAN
34-ST06	BRIDGE 14 GENERAL PLAN BRIDGE
35-ST07	BRIDGE 14 FOUNDATION & ABUTMENT PLAN
36-ST08	ABUTMENT DETAILS NO. 1

STANDARD PLANS DATED 2015

A10A	ACRONYMS AND ABBREVIATIONS (SHEET 1 OF 2)
A10B	ACRONYMS AND ABBREVIATIONS (SHEET 2 OF 2)
A10C	SYMBOLS (SHEET 1 OF 2)
A10D	SYMBOLS (SHEET 2 OF 2)
B0-1	BRIDGE DETAILS



NO.

DESCRIPTION

DATE

BY

REVISIONS

BENCH MARK

ELEV. _____

FIELD BOOK

SCALE

HORIZ. AS NOTED

VERT. AS NOTED

CITY# 400022

CITY OF ROSEVILLE

CALIFORNIA

PSOMAS

1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122

DESIGNED BY: Y. PROKOFYEVA DATE 05/2023

CHECKED BY: D. FREDERICKS DATE 05/2023

DRAWN BY: A. JAUREGUI DATE 05/2023

REGISTERED PROFESSIONAL ENGINEER

DOUGLAS M. FREDERICKS

CS0863

06-9-30-23

CIVIL

STATE OF CALIFORNIA

DRY CREEK GREENWAY EAST PHASE 1

TRAIL IMPROVEMENT PROJECT

TRUSS BRIDGE GENERAL NOTES

SHEET 134

OF

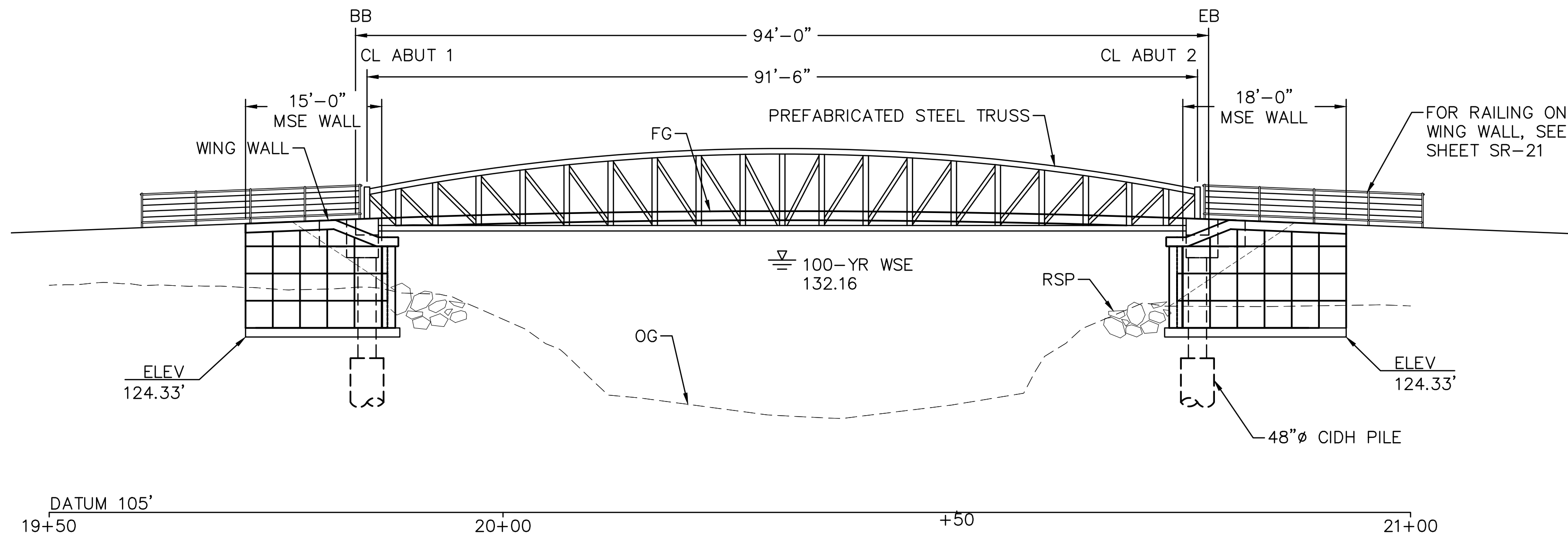
168

ST-01

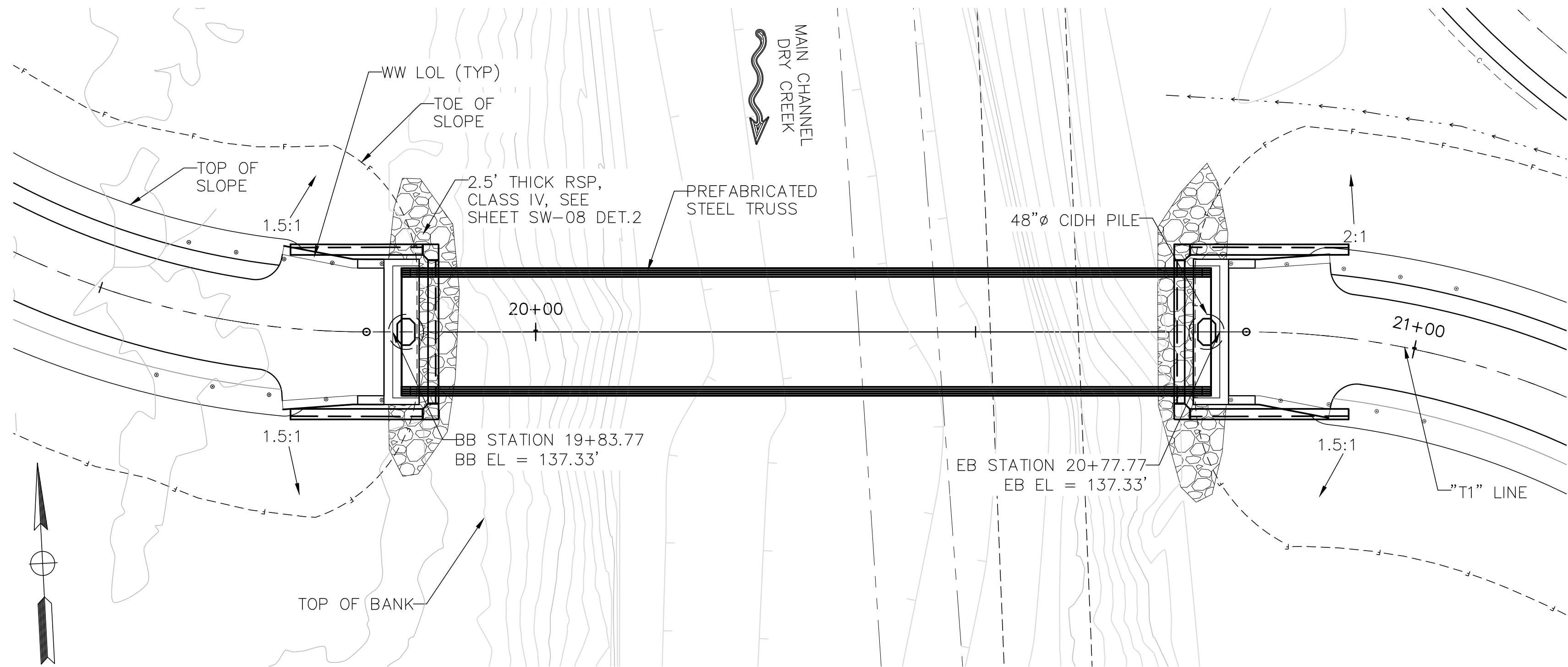
Plotted: 05/22/2023 20:31:55. | Drawing: P:\6ROS013800\TRANSP\DESIGN\BRIDGE\3.0 DESIGN\1.0 DRAWINGS\SHEETS\Truss Pedestrian Bridges\29-DCBT-ST01.dwg | Layout: ST-01 | By: yelena.prokofyeva

Xrefs: S_border
Images: cropped COR black logo.tif

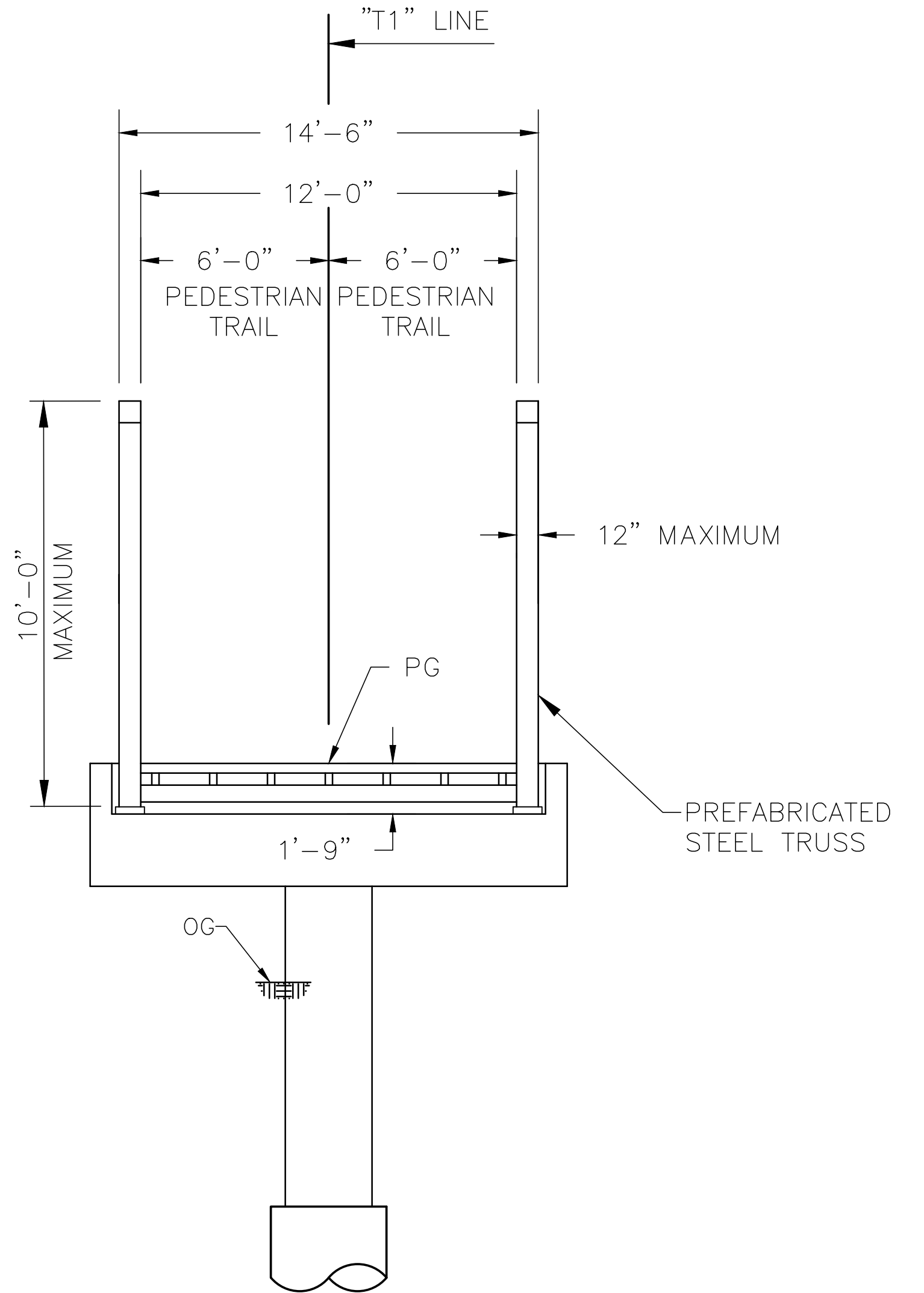
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Images: cropped COR_black_logo.tif



ELEVATION
SCALE: 1" = 10'



PLAN
SCALE: 1"=10'



SECTION AT ABUTMENT
SCALE: 1/4" = 1'

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.

FIELD BOOK

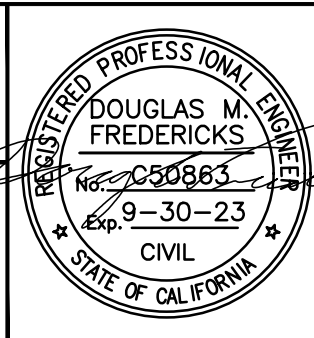
CITY# 400022

CITY OF ROSEVILLE
CALIFORNIA

PSOMAS

1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122

DESIGNED BY: Y. PROKOFYEVA DATE 05/2023
CHECKED BY: D. FREDERICKS DATE 05/2023
DRAWN BY: A. JAUREGUI DATE 05/2023



**DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
BRIDGE 2 GENERAL PLAN**

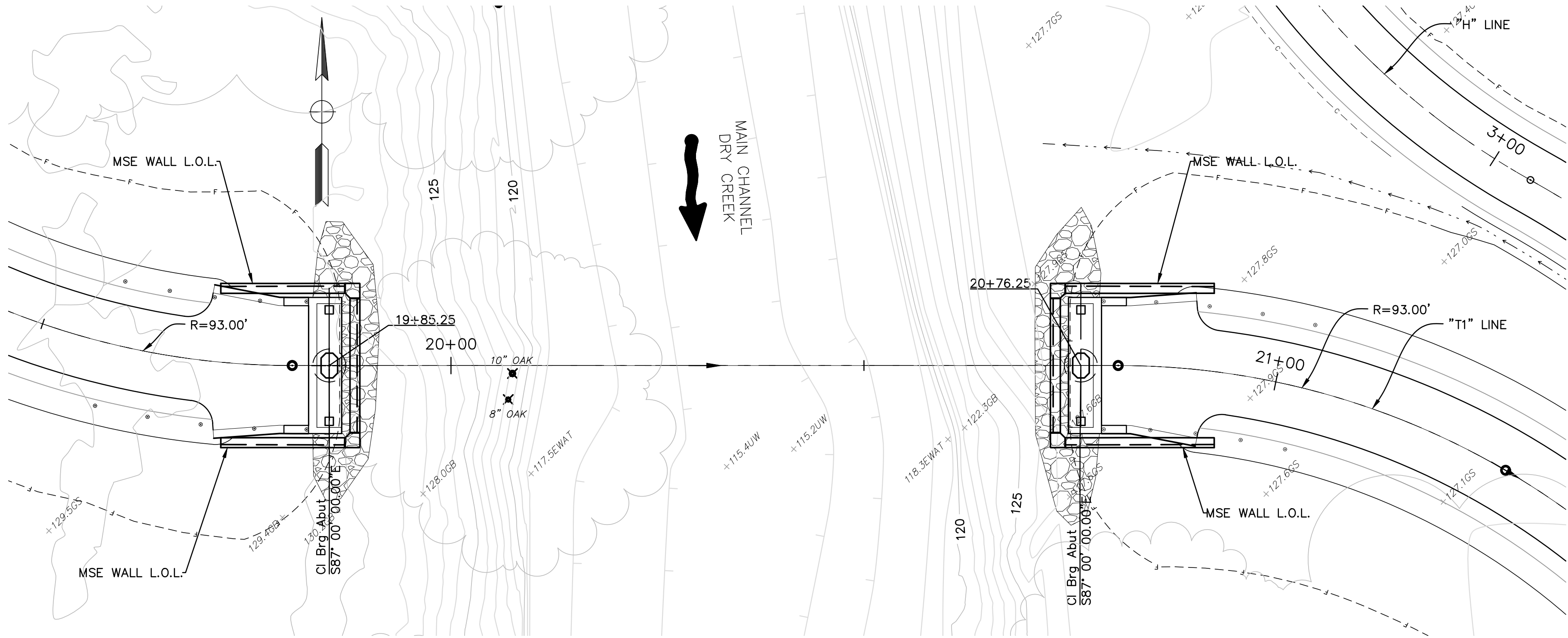
ST-02

SHEET 135 OF 168

LEGEND:

----- FILL LINE

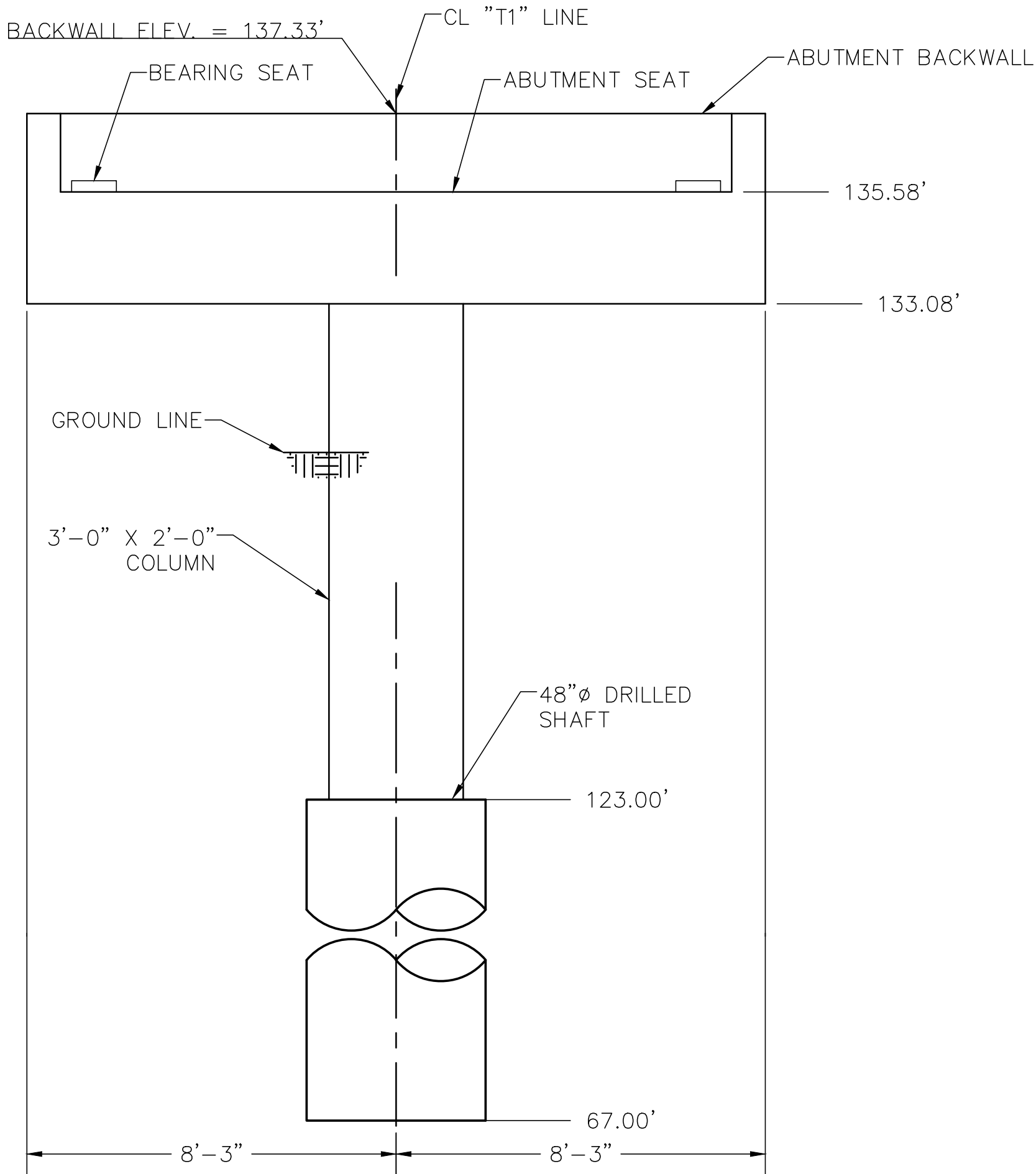
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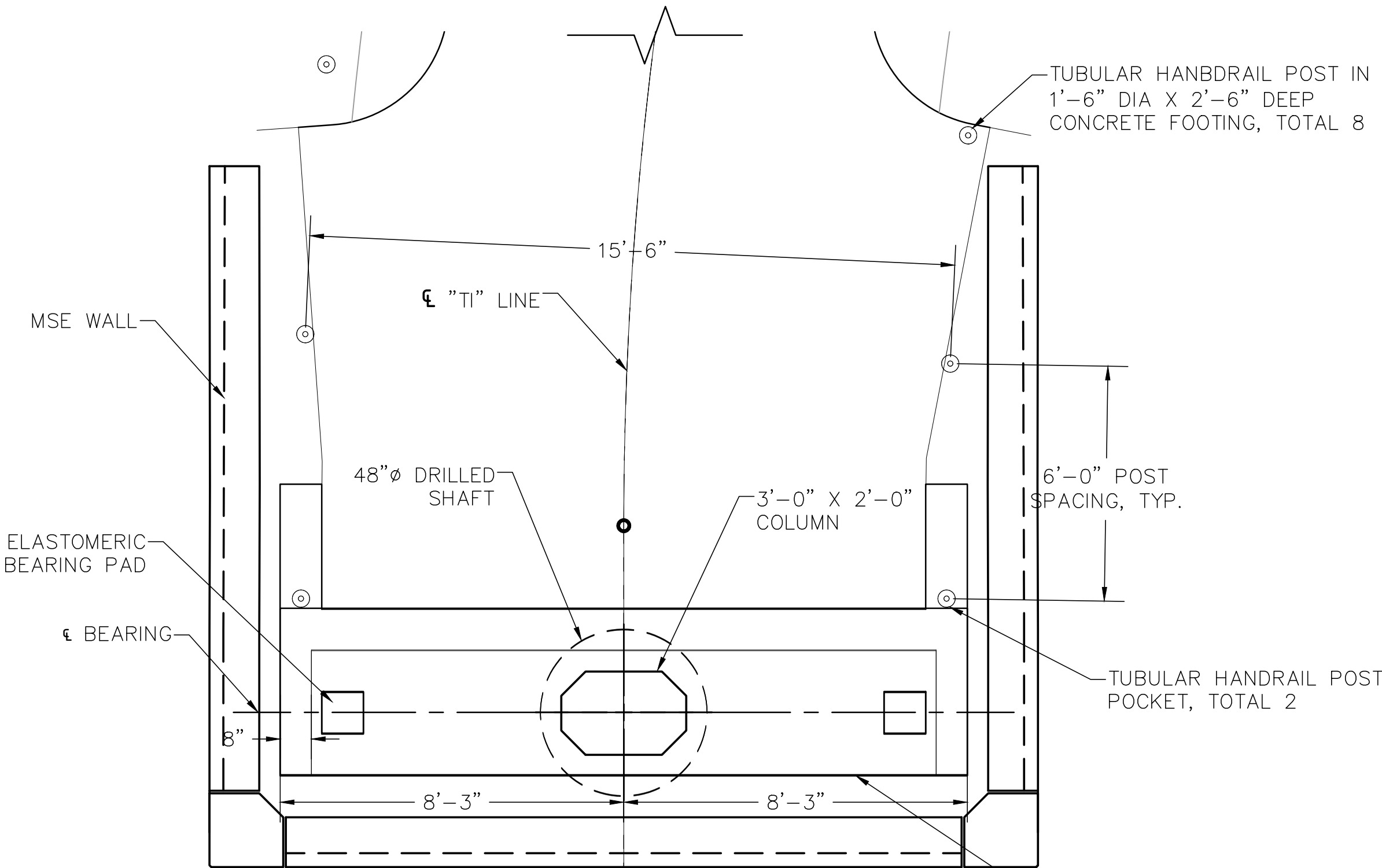
ABUTMENT SCOUR DEPTHS	
LOCATION	SCOUR DEPTH (FEET)
ABUTMENT 1	19.7
ABUTMENT 2	20.3

HYDROLOGIC SUMMARY	
FREQUENCY	BASE FLOOD
100-yr	2355 cfs
DISCHARGE	132.18 ft
WATER SURFACE ELEVATION AT BRIDGE	

FOUNDATION PLAN
SCALE: 1" = 10'



ABUTMENT ELEVATION
SCALE: 3/8" = 1'



ABUTMENT PLAN
SCALE: 3/8" = 1'

NOTE: THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

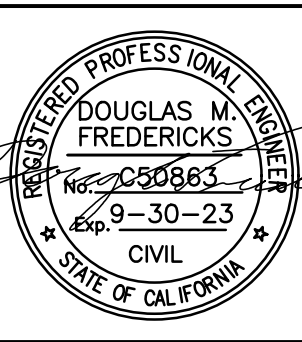
REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.

FIELD BOOK

CITY# 400022
CITY OF ROSEVILLE CALIFORNIA

P S O M A S			
1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122			
DESIGNED BY:	Y. PROKOFYEVA	DATE	05/2023
CHECKED BY:	D. FREDERICKS	DATE	05/2023
DRAWN BY:	A. JAUREGUI	DATE	05/2023

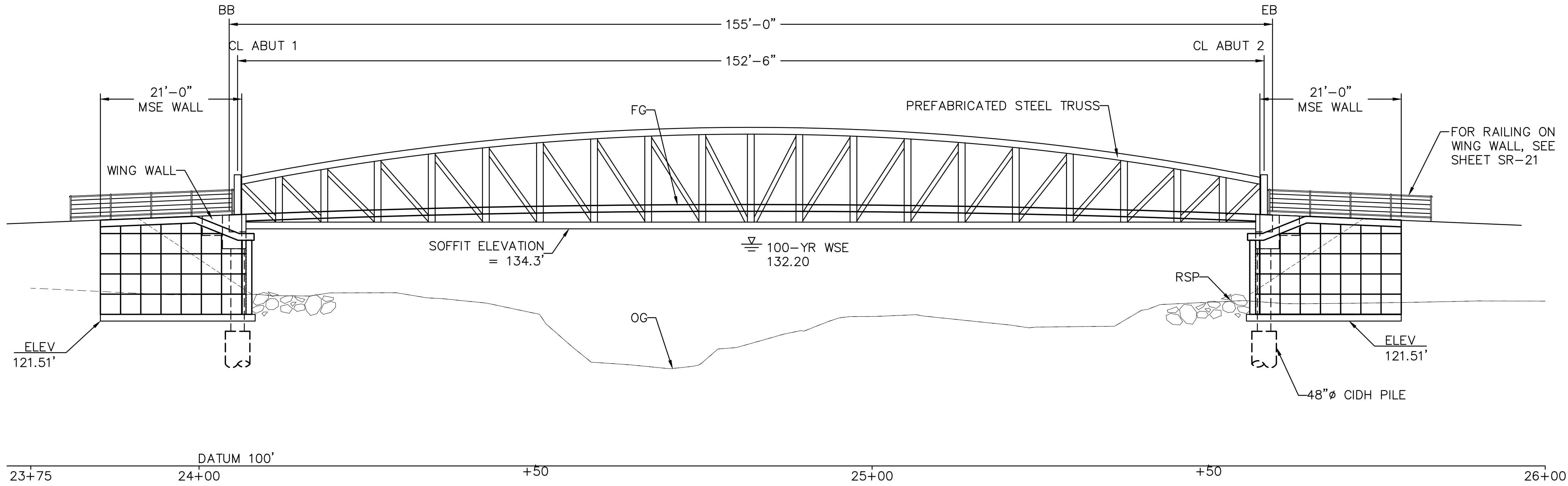


DRY CREEK GREENWAY EAST PHASE 1	
TRAIL IMPROVEMENT PROJECT	
BRIDGE 2 FOUNDATION & ABUTMENT PLAN	

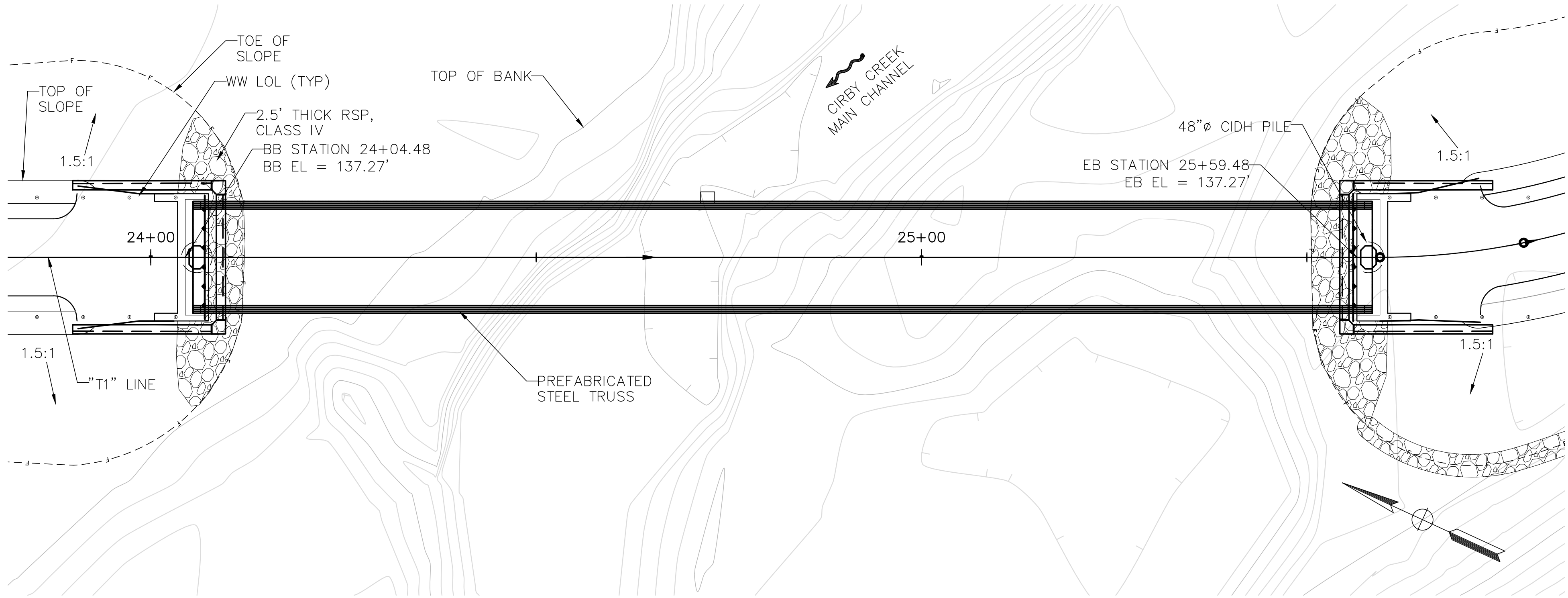
SHEET	136
OF	168

ST-03

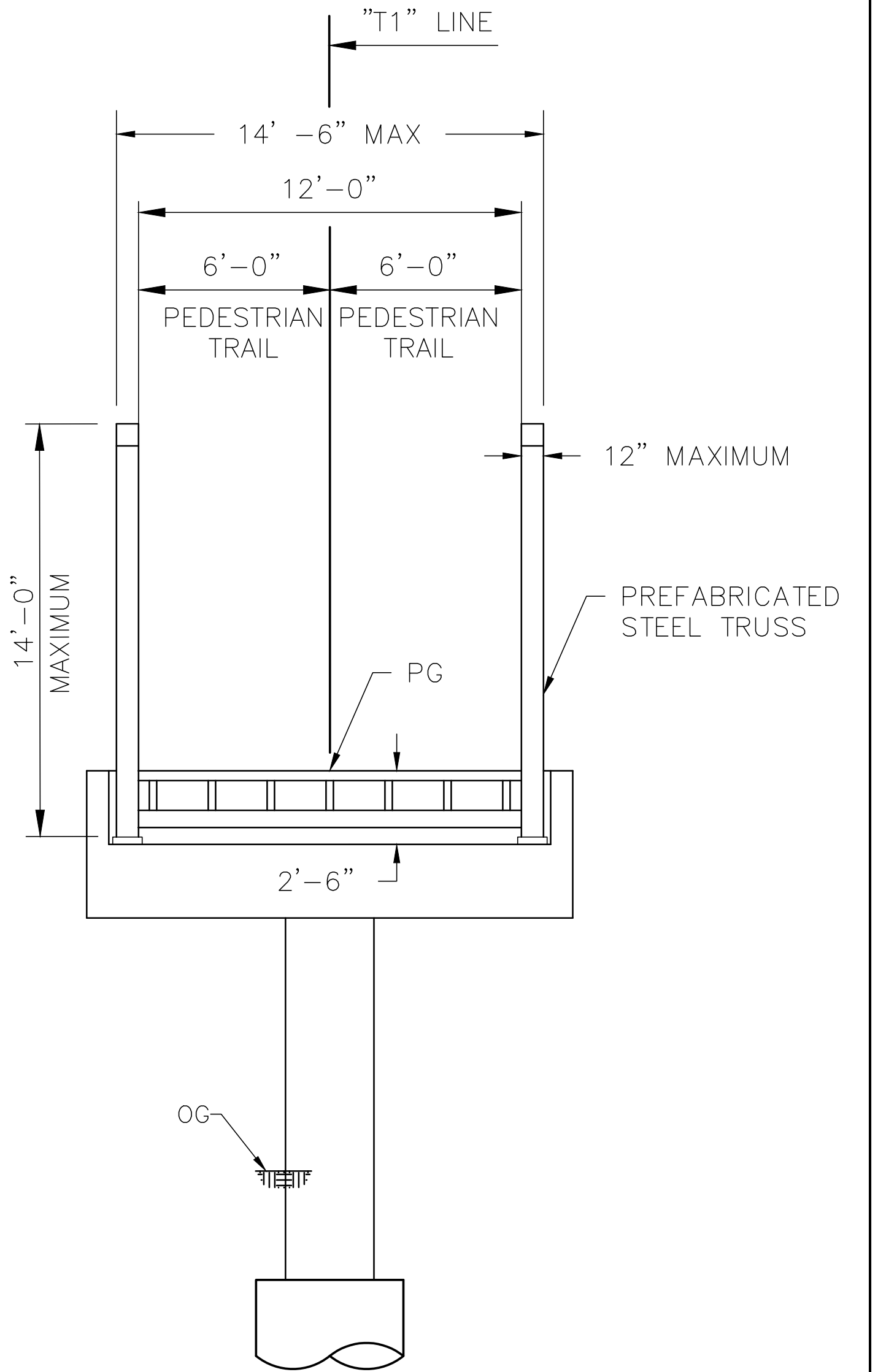
Xrefs: DCBT-C-RD] 20-103-LWD_Base[Dry_Creek_PedBridges_Designs_Border[Dry_Creek_Top-All[Dry_Creek_PedBridges_Base Images: cropped COR_black_logo.tif



ELEVATION
SCALE: 1" = 10'



PLAN
SCALE: 1"=10'



TYPICAL SECTION
SCALE: 1/4" = 1'

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. _____

FIELD BOOK	
SCALE	
HORIZ. AS NOTED	
VERT. AS NOTED	

CITY# 400022

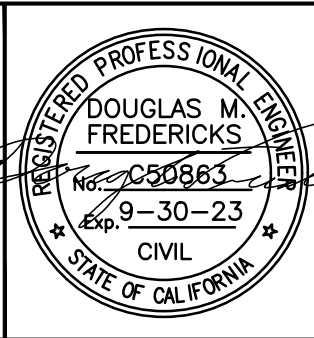
PSOMAS

1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122

DESIGNED BY: Y. PROKOFYEVA DATE 05/2023

CHECKED BY: D. FREDERICKS DATE 05/2023

DRAWN BY: A. JAUREGUI DATE 05/2023



DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
BRIDGE 4 GENERAL PLAN

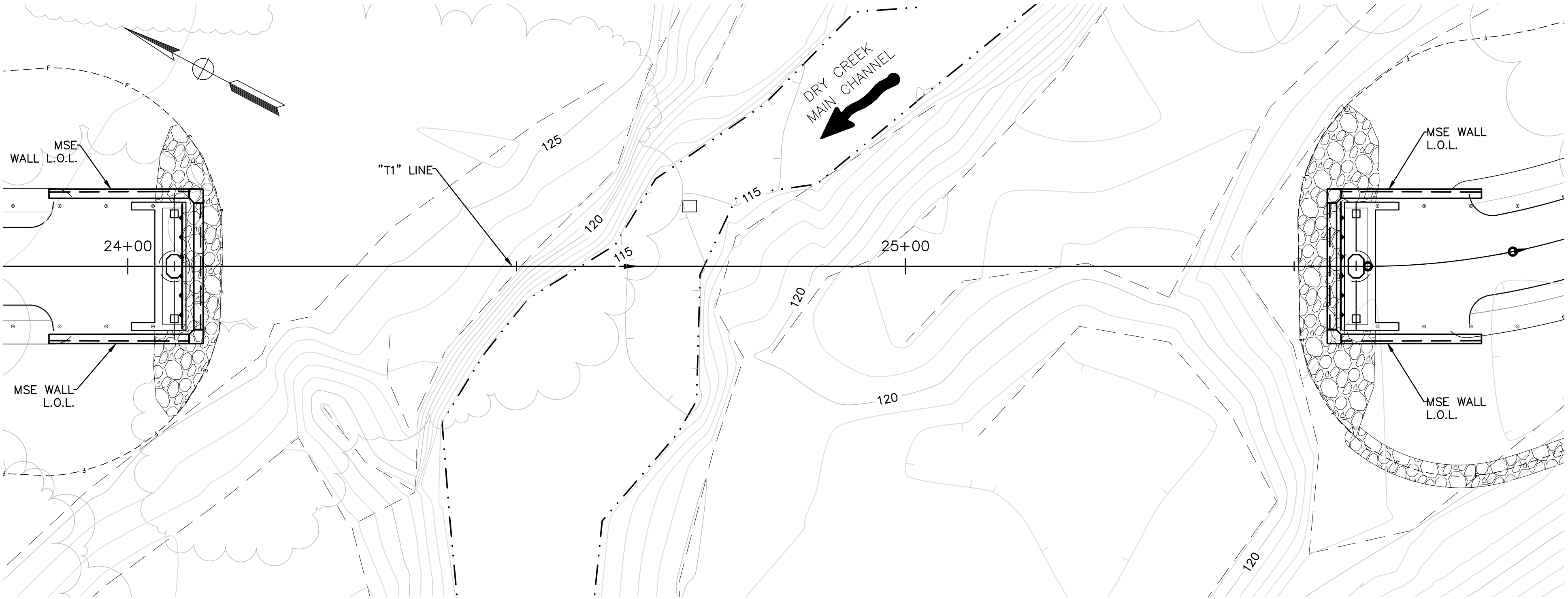
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Xrefs: DCBT-C-RD] 20-103-LWD_Base[Dry_Creek_PedBridges_Designs_border[Dry_Creek_2D_SURF[V-TPG-DryCreek_Topo-AllDCBT-C-ALIGN[Dry_Creek_PedBridges_Base
Images: cropped COR_black_logo.tif

LEGEND:

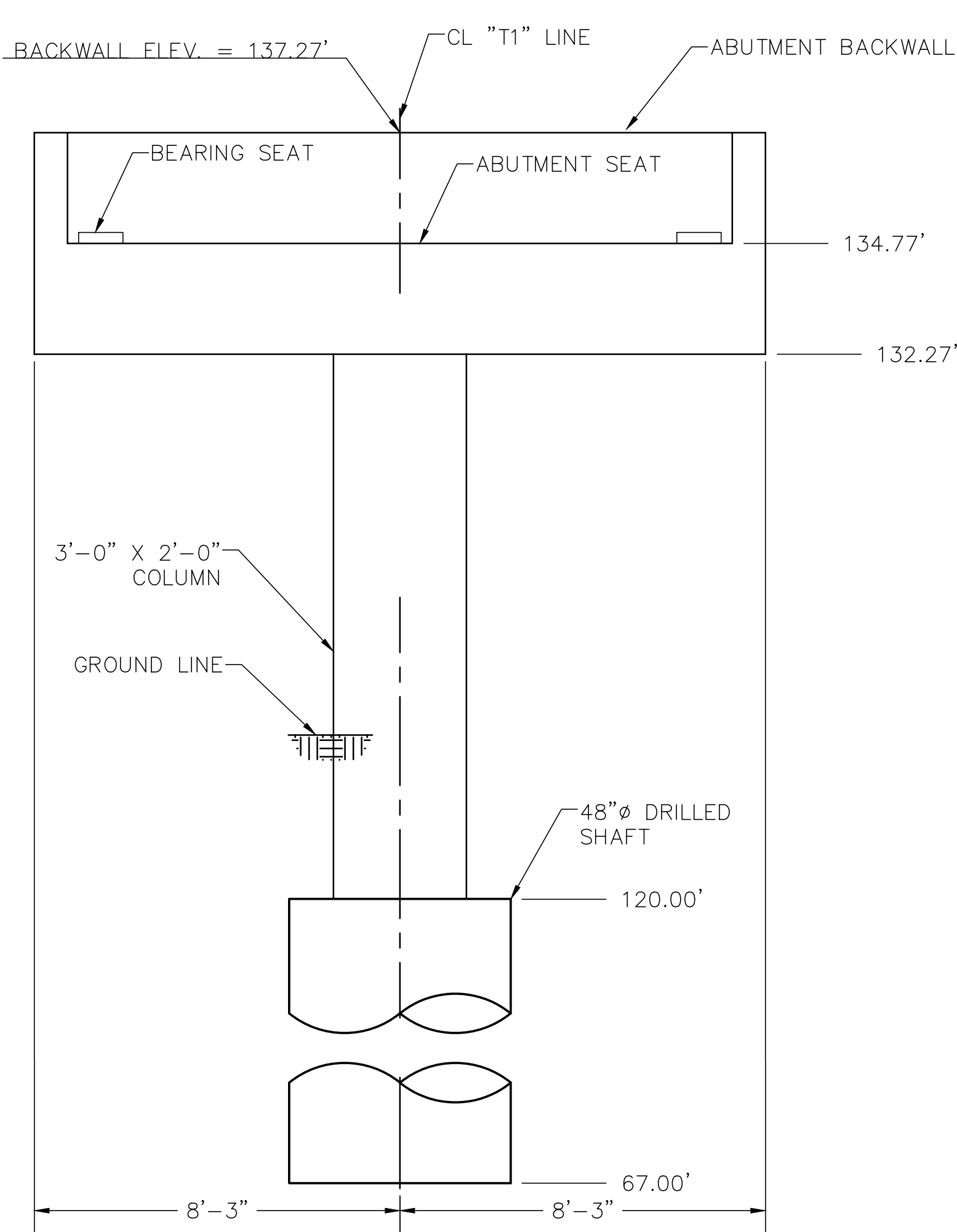
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× REMOVE TREE

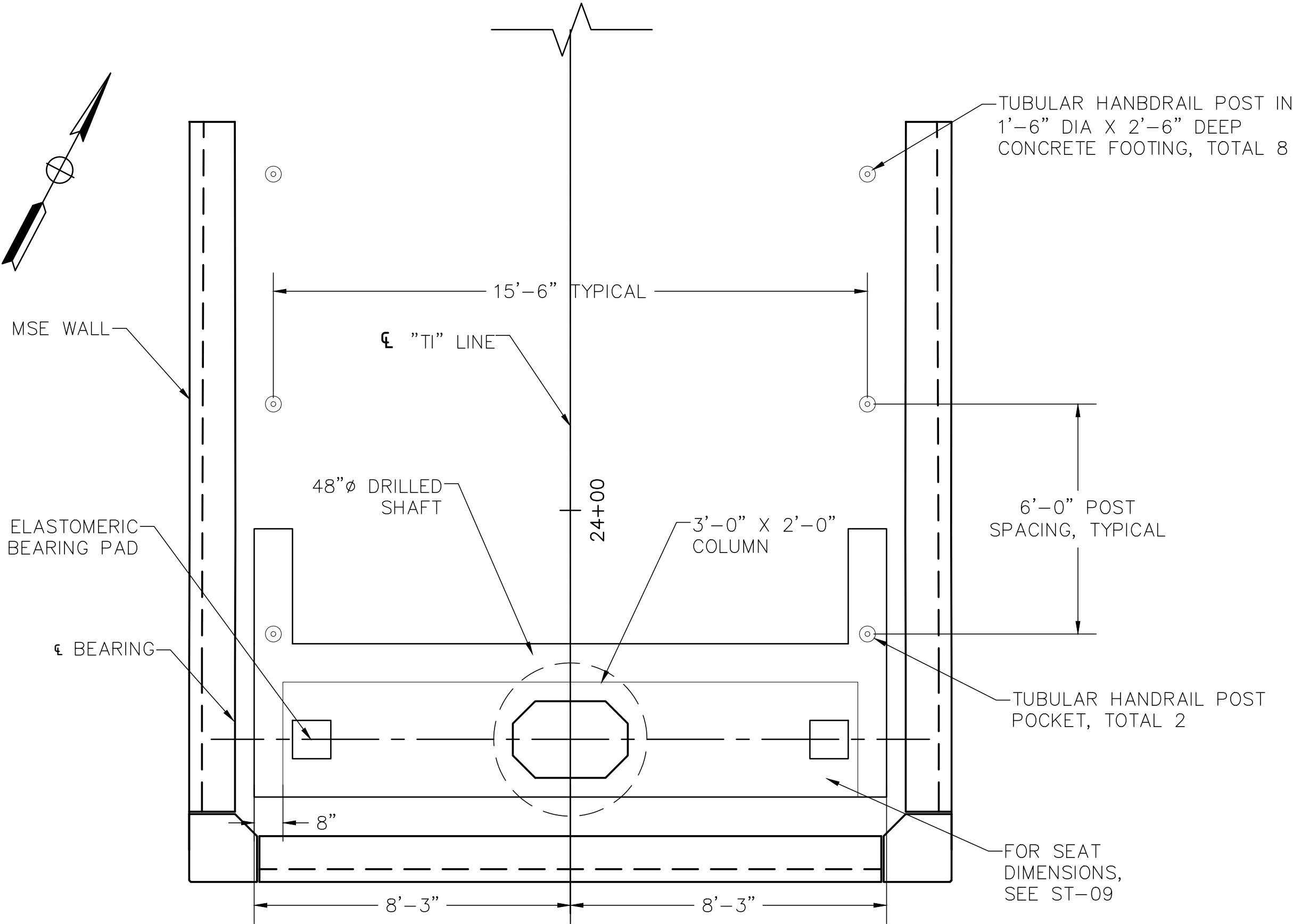


ABUTMENT SCOUR DEPTHS	
LOCATION	SCOUR DEPTH (FEET)
ABUTMENT 1	9.7
ABUTMENT 2	6.0

HYDROLOGIC SUMMARY	
	BASE FLOOD
FREQUENCY	100-yr
DISCHARGE	1278 cfs
WATER SURFACE ELEVATION AT BRIDGE	132.24 ft



ABUTMENT ELEVATION
SCALE: 3/8" = 1'



ABUTMENT PLAN
SCALE: 3/8" = 1'

NOTE: THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.

FIELD BOOK
SCALE
HORIZ. AS NOTED
VERT. AS NOTED

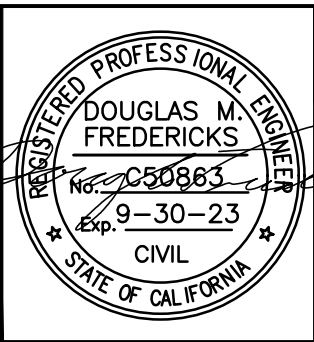
CITY# 400022

CITY OF ROSEVILLE
CALIFORNIA

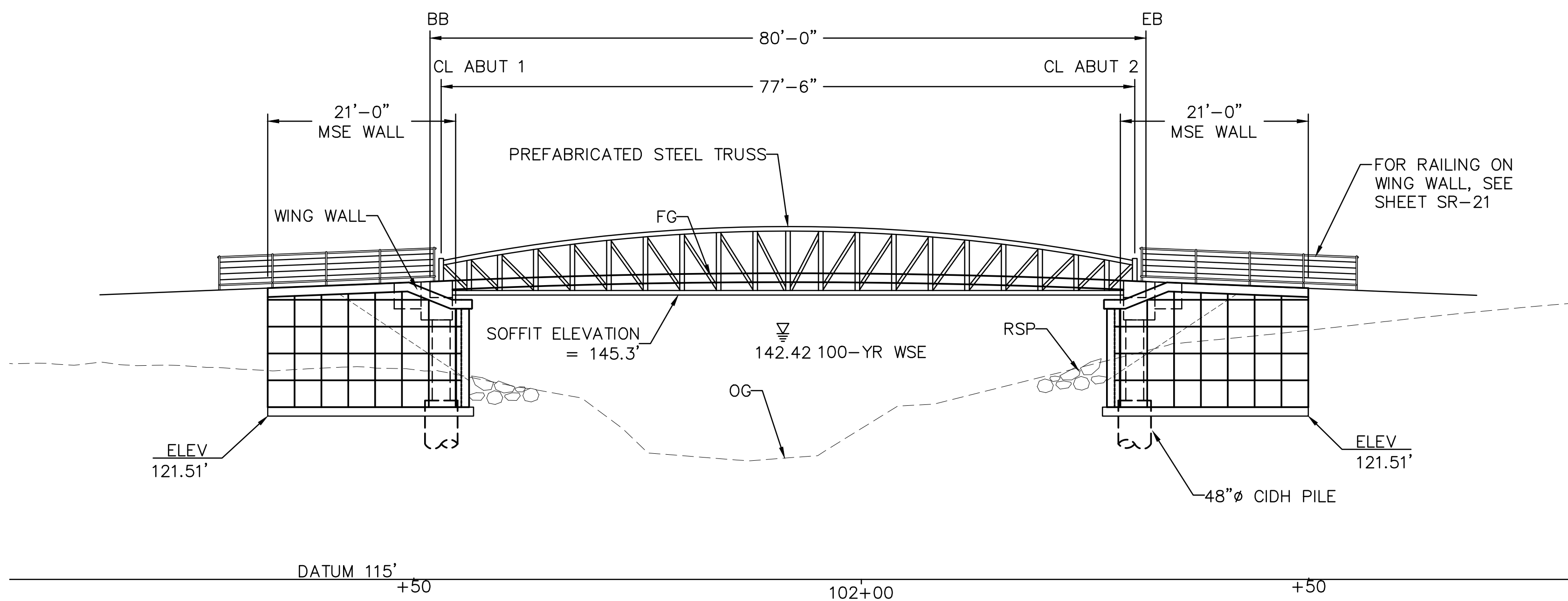
PSOMAS

1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122

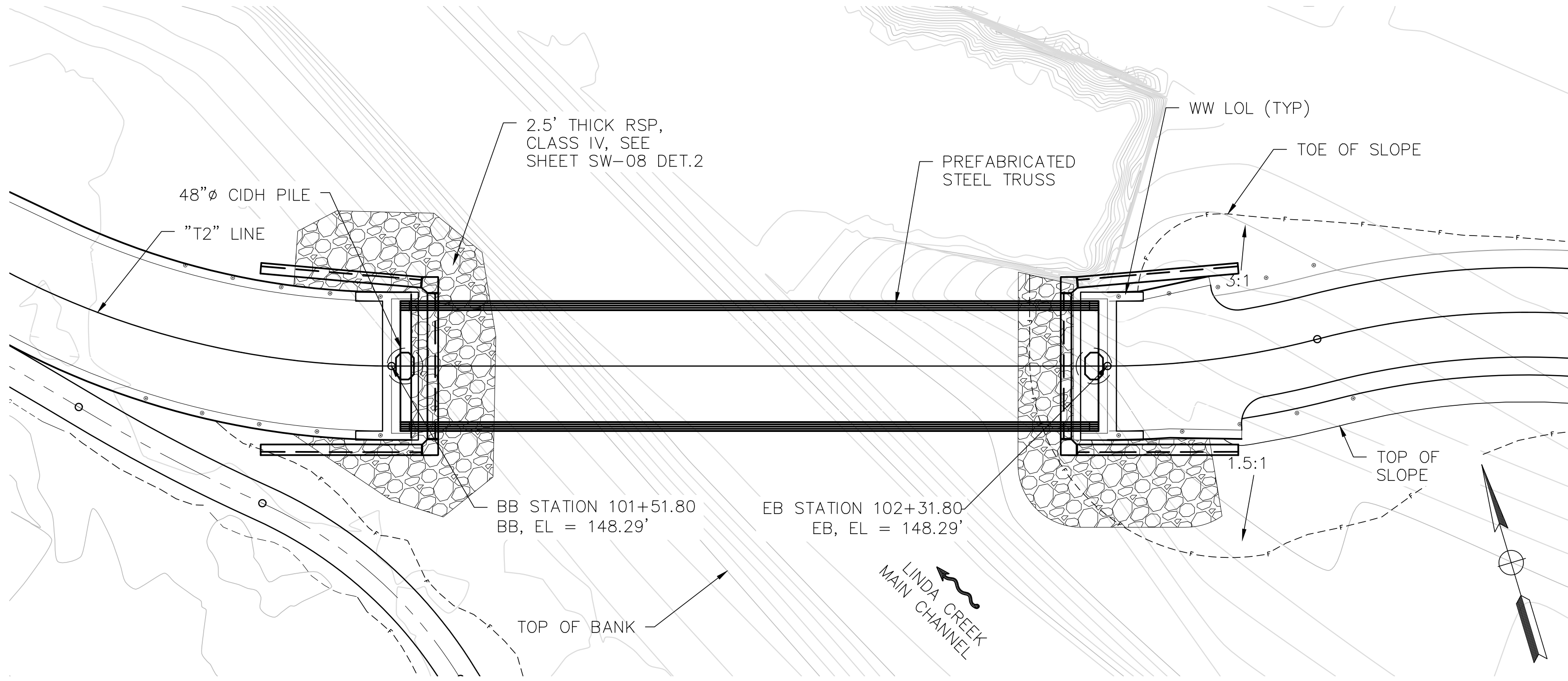
DESIGNED BY: Y. PROKOFYEVA DATE 05/2023
CHECKED BY: D. FREDERICKS DATE 05/2023
DRAWN BY: A. JAUREGUI DATE 05/2023



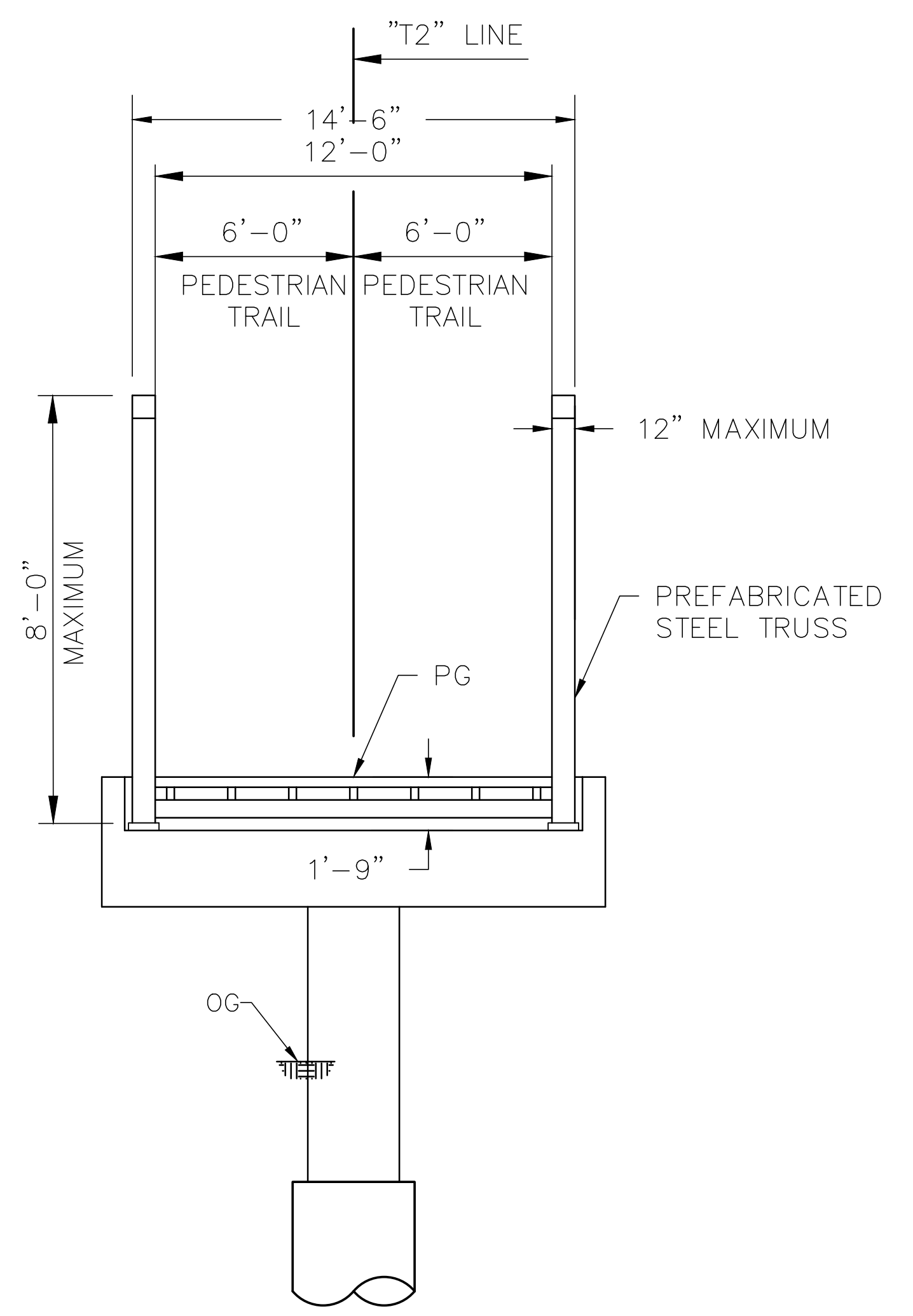
DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
BRIDGE 4 FOUNDATION & ABUTMENT PLAN



ELEVATION
SCALE: 1" = 10'



PLAN
SCALE: 1"=10'



TYPICAL SECTION
SCALE: 1/4" = 1'

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.

FIELD BOOK

CITY# 400022

CITY OF ROSEVILLE
CALIFORNIA

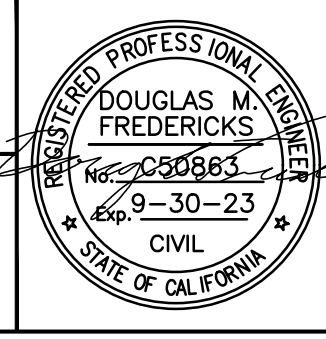
PSOMAS

1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122

DESIGNED BY: Y. PROKOFYEVA DATE: 05/2023

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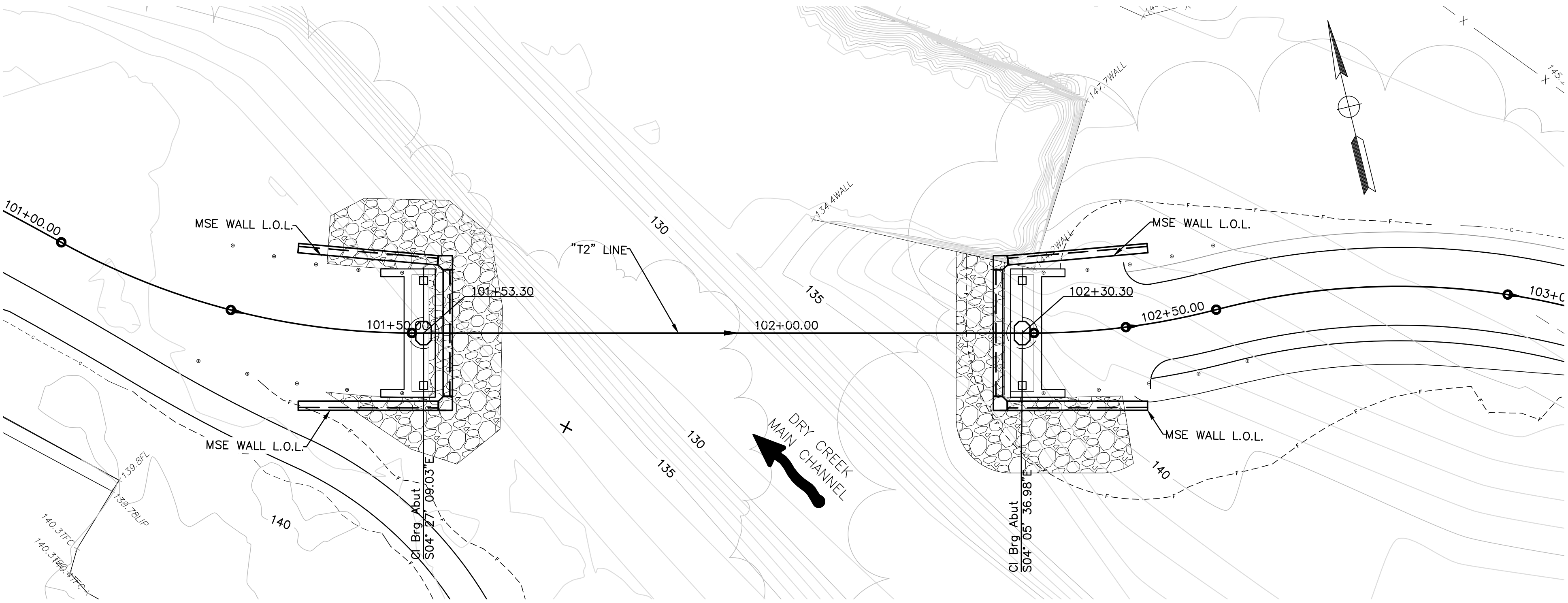


**DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
BRIDGE 14 GENERAL PLAN**

LEGEND:

FILL LINE

REMOVE TREE

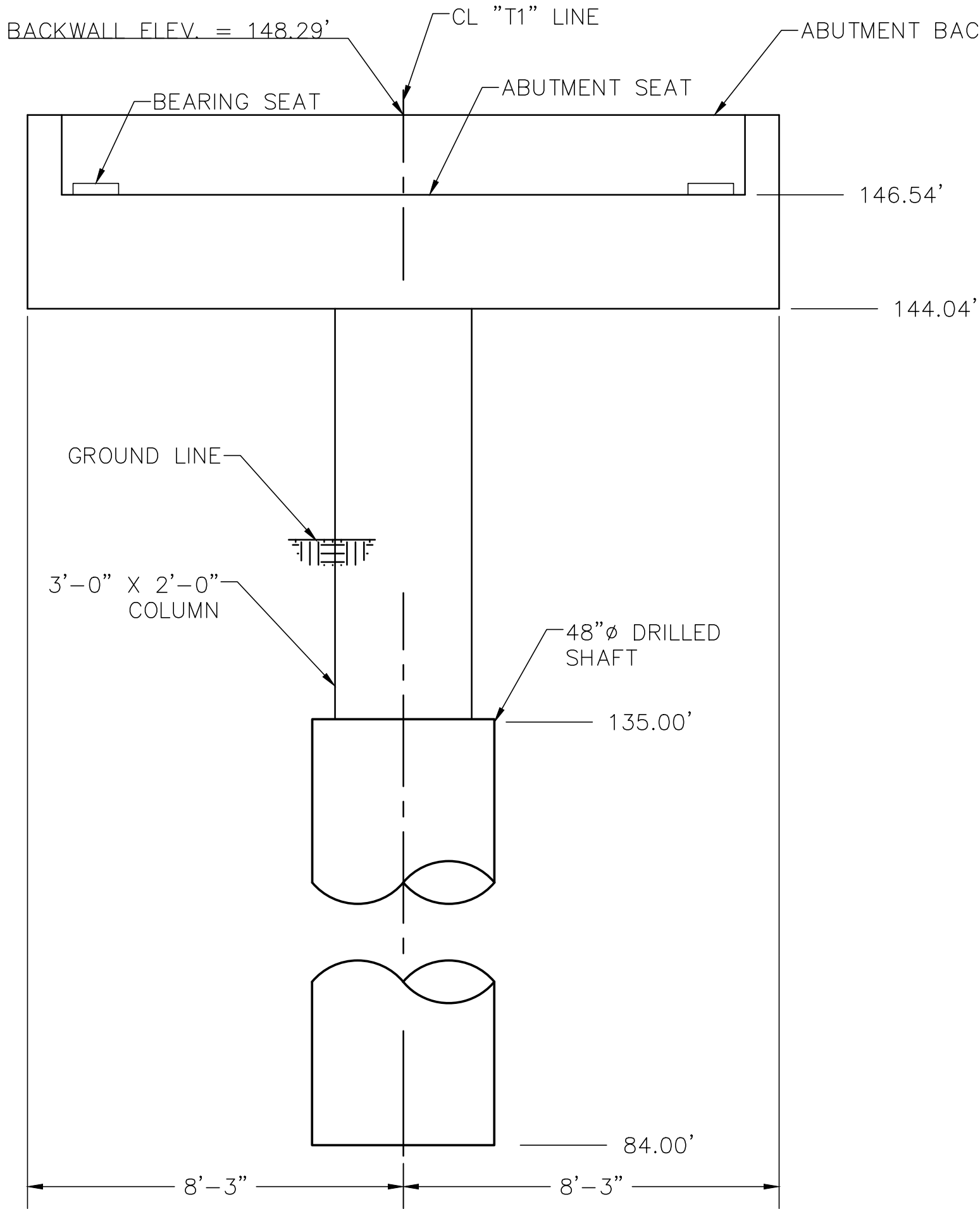


ABUTMENT SCOUR DEPTHS	
LOCATION	SCOUR DEPTH (FEET)
ABUTMENT 1	4.1
ABUTMENT 2	10.4

HYDROLOGIC SUMMARY	
FREQUENCY	BASE FLOOD
100-yr	1741 cfs
DISCHARGE	
WATER SURFACE ELEVATION AT BRIDGE	142.58 ft

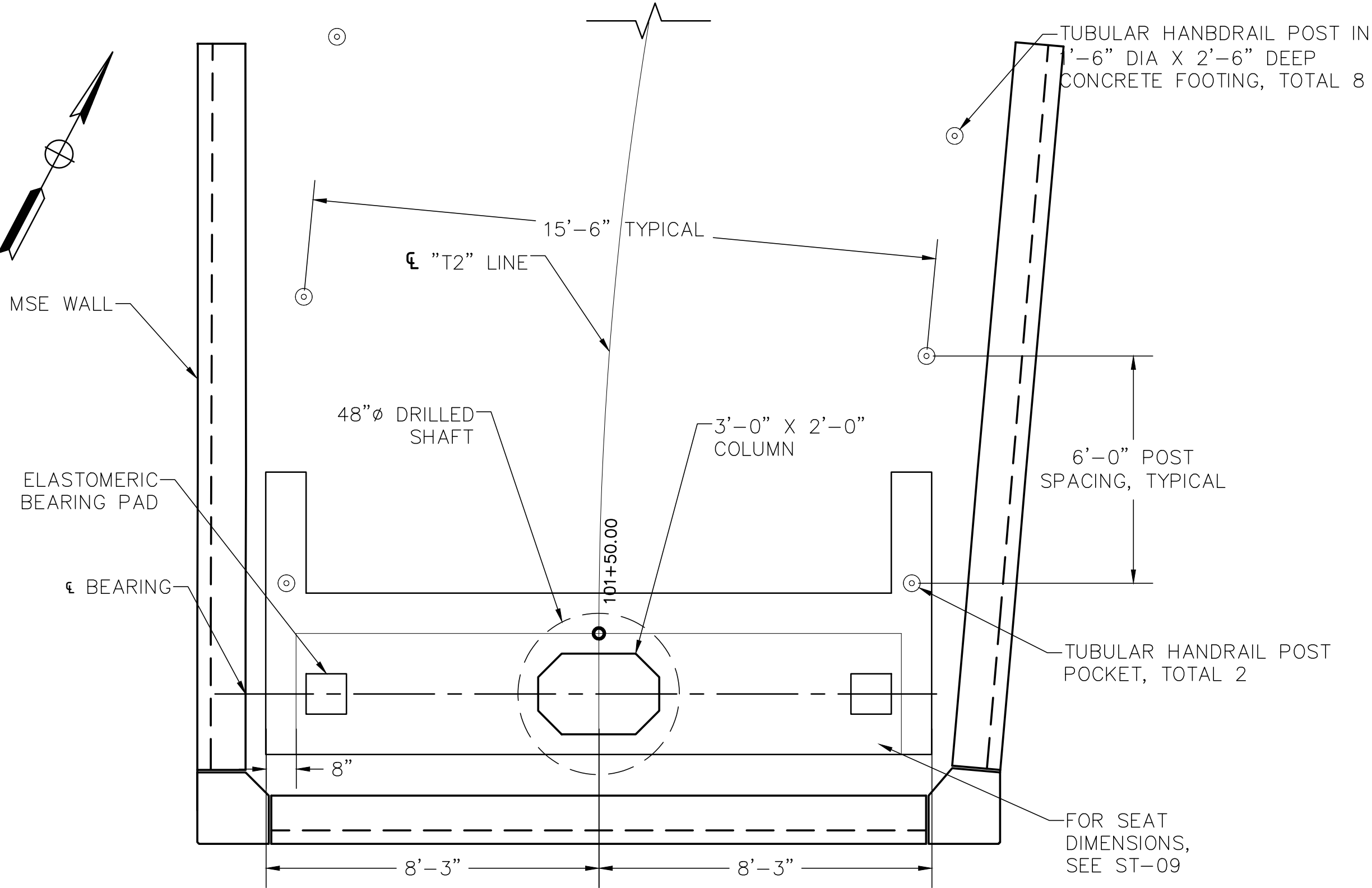
FOUNDATION PLAN

SCALE: 1" = 10'



ABUTMENT ELEVATION

SCALE: 3/8" = 1'



ABUTMENT PLAN

SCALE: 3/8" = 1'

NOTE: THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.

FIELD BOOK

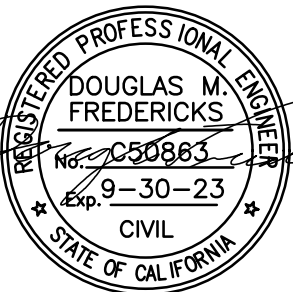
CITY# 400022



PSOMAS

1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122

DESIGNED BY: Y. PROKOFYEVA DATE 05/2023
CHECKED BY: D. FREDERICKS DATE 05/2023
DRAWN BY: A. JAUREGUI DATE 05/2023



DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
BRIDGE 14 FOUNDATION & ABUTMENT PLAN

ST-07
SHEET 140 OF 168

Xrefs: s:\border\Dry_Creek_PedBridges_Design
Images: cropped COR_black_logo.tif

- NOTES:
1. NO SPLICES ALLOWED IN MAIN COLUMN REINFORCEMENT.
 2. REINFORCEMENT IS SYMMETRICAL ABOUT $\varnothing$ COLUMN.
 3. ALL HOOPS ARE "ULTIMATE" BUTT SPLICED, CONTINUOUS.
 4. FOR PILE DATA AND LENGTH, SEE FOUNDATION SHEETS.
 5. FOR SECTION G-G SEE ABUTMENT DETAILS NO. 2 SHEET.

NOTE: THE CONTRACTOR
SHALL VERIFY ALL CONTROLLING
FIELD DIMENSIONS BEFORE ORDERING
OR FABRICATING ANY MATERIAL.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. _____

FIELD BOOK
SCALE
HORIZ. AS NOTED
VERT. AS NOTED

CITY# 400022

CITY OF
ROSEVILLE
CALIFORNIA



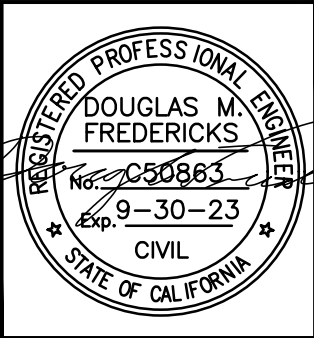
PSOMAS

1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122

DESIGNED BY: Y. PROKOFYEVA DATE 05/2023

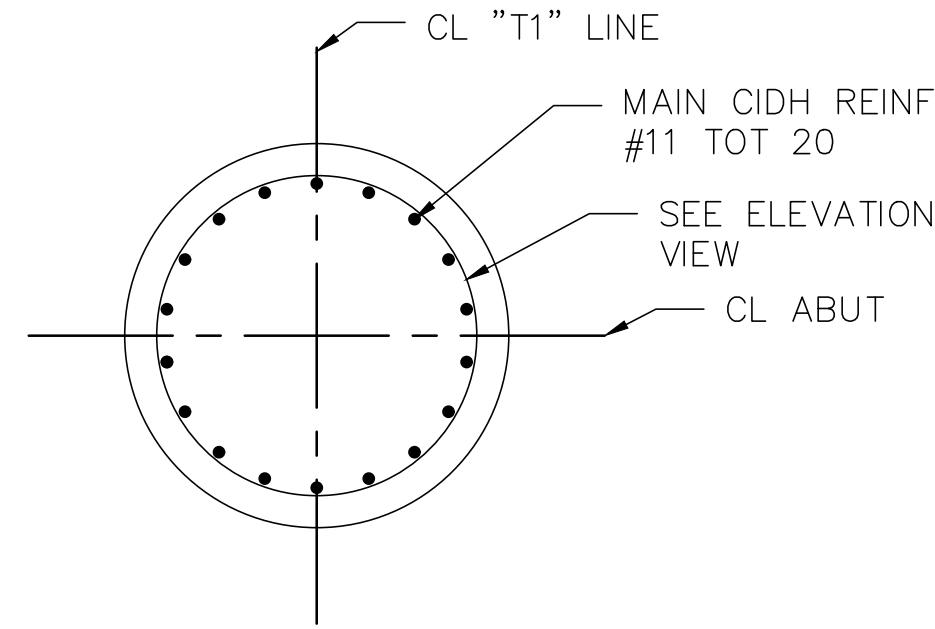
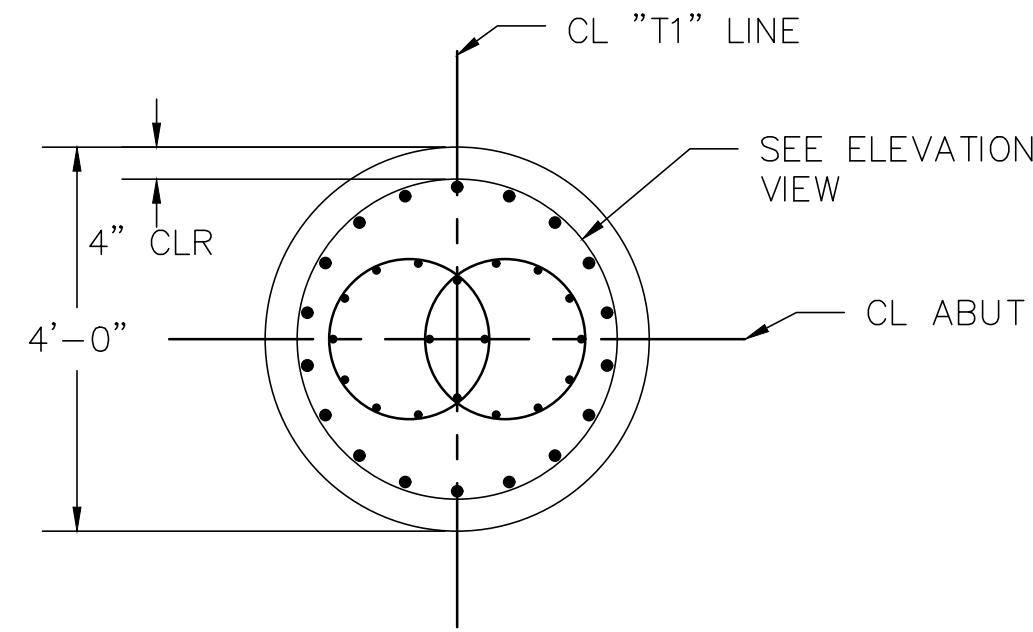
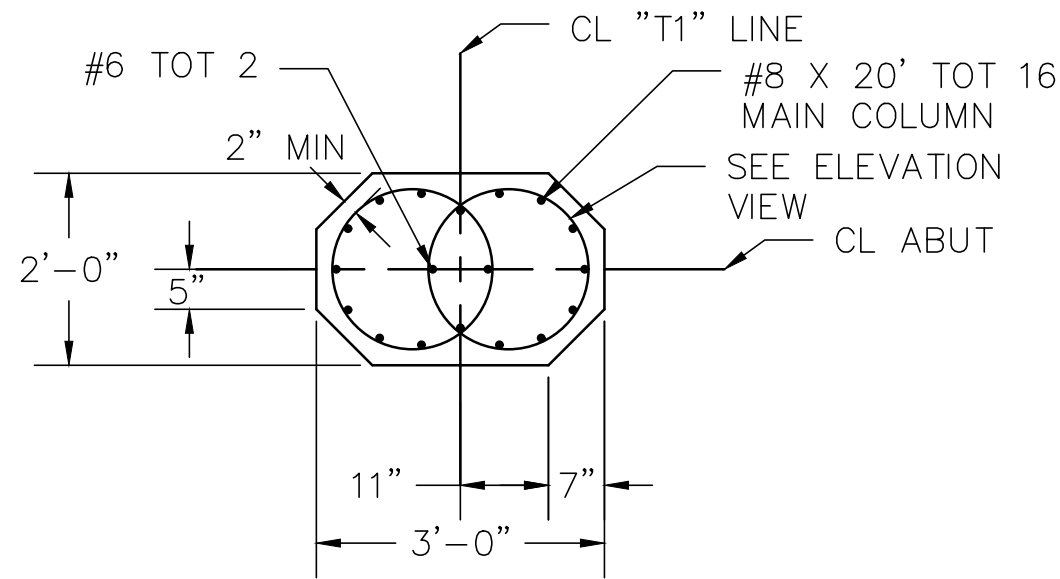
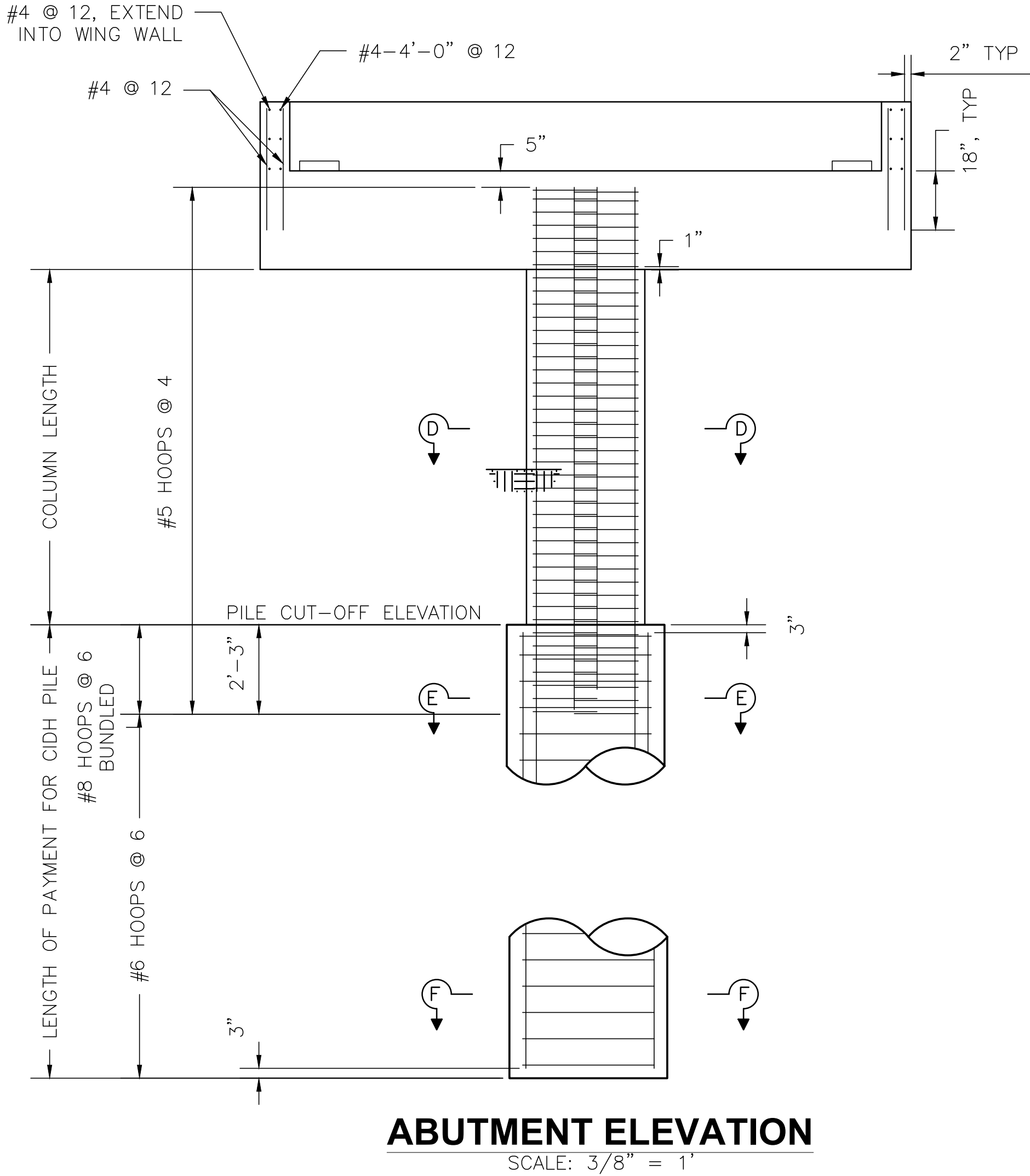
CHECKED BY: D. FREDERICKS DATE 05/2023

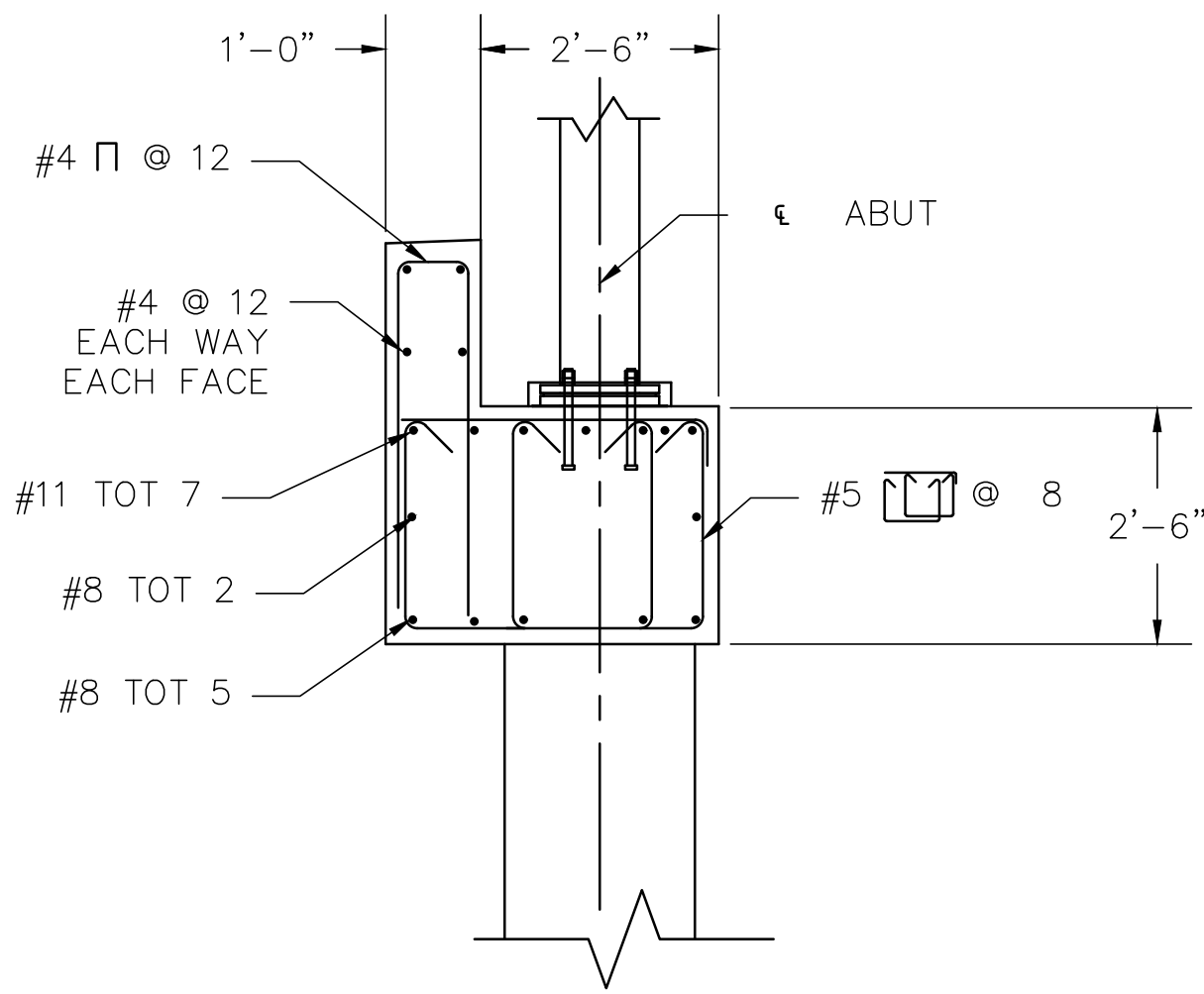
DRAWN BY: A. JAUREGUI DATE 05/2023



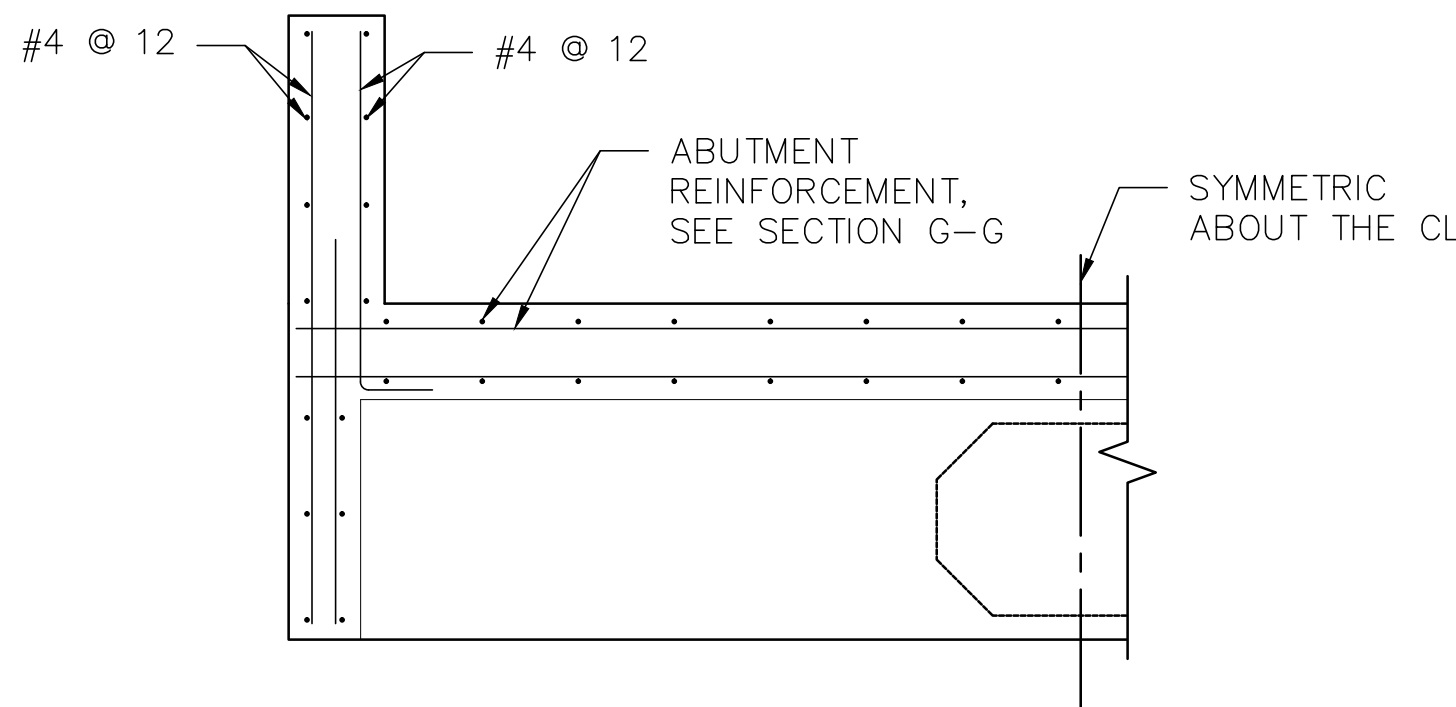
DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
ABUTMENT DETAILS NO. 1

SHEET	141
OF	168

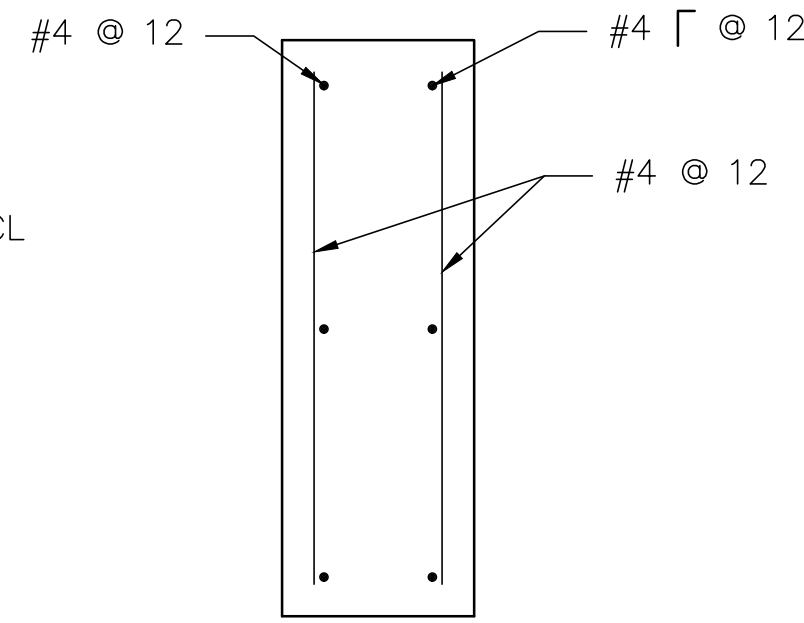




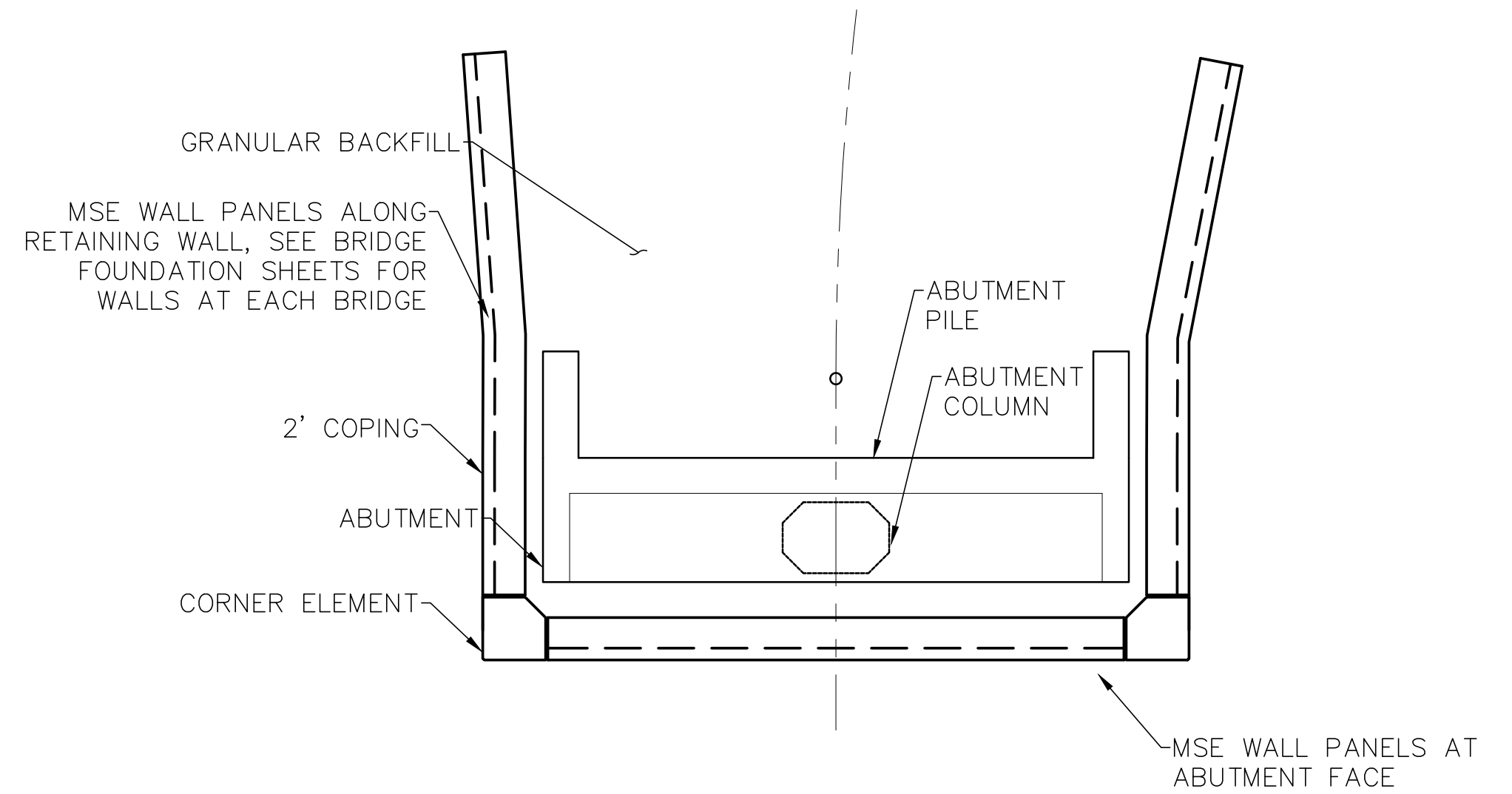
SECTION G-G
SCALE: 1/2" = 1'



WALL REINFORCEMENT
SCALE: 1/2" = 1'

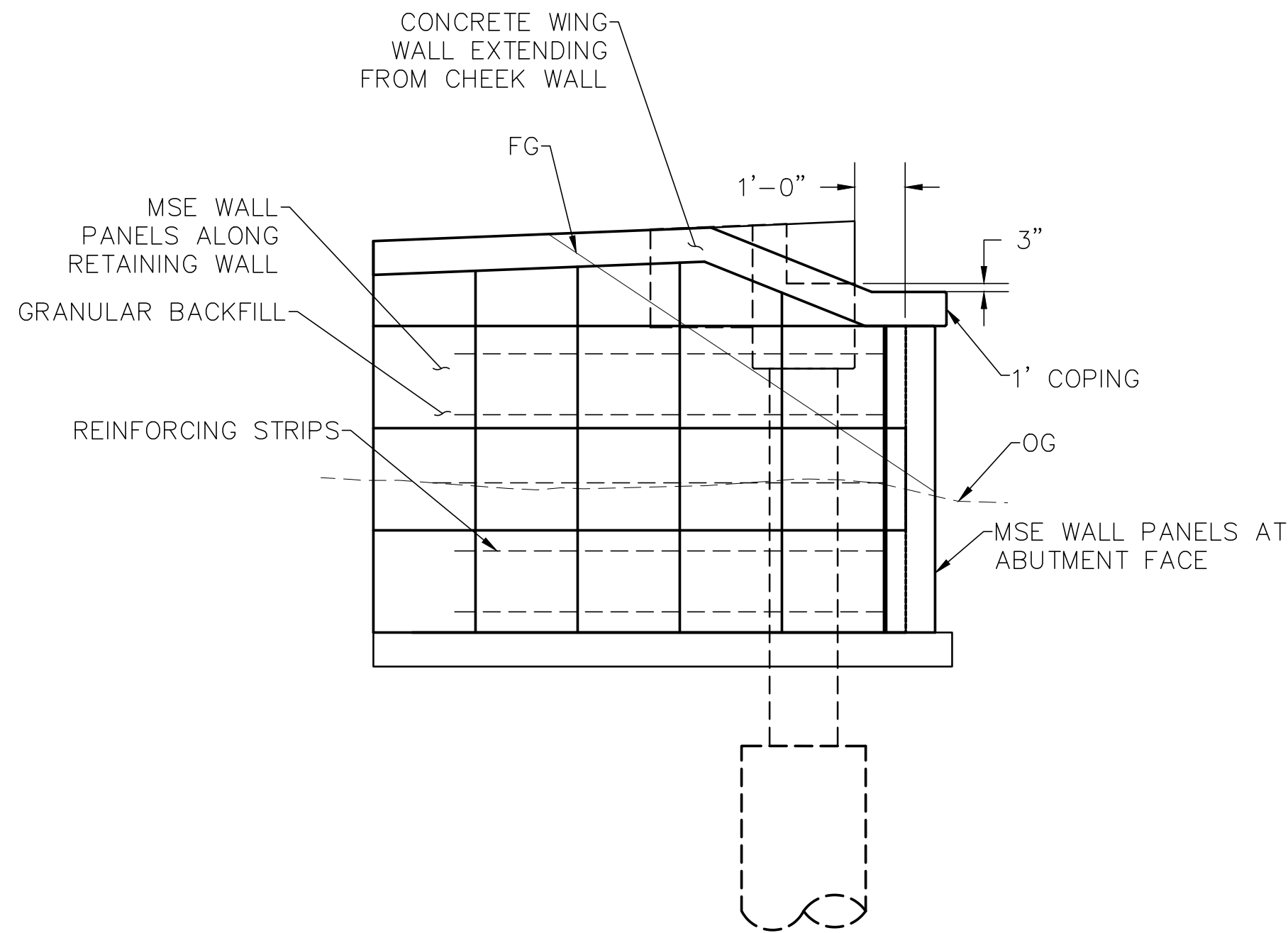


WING WALL SECTION
SCALE: 1" = 1'

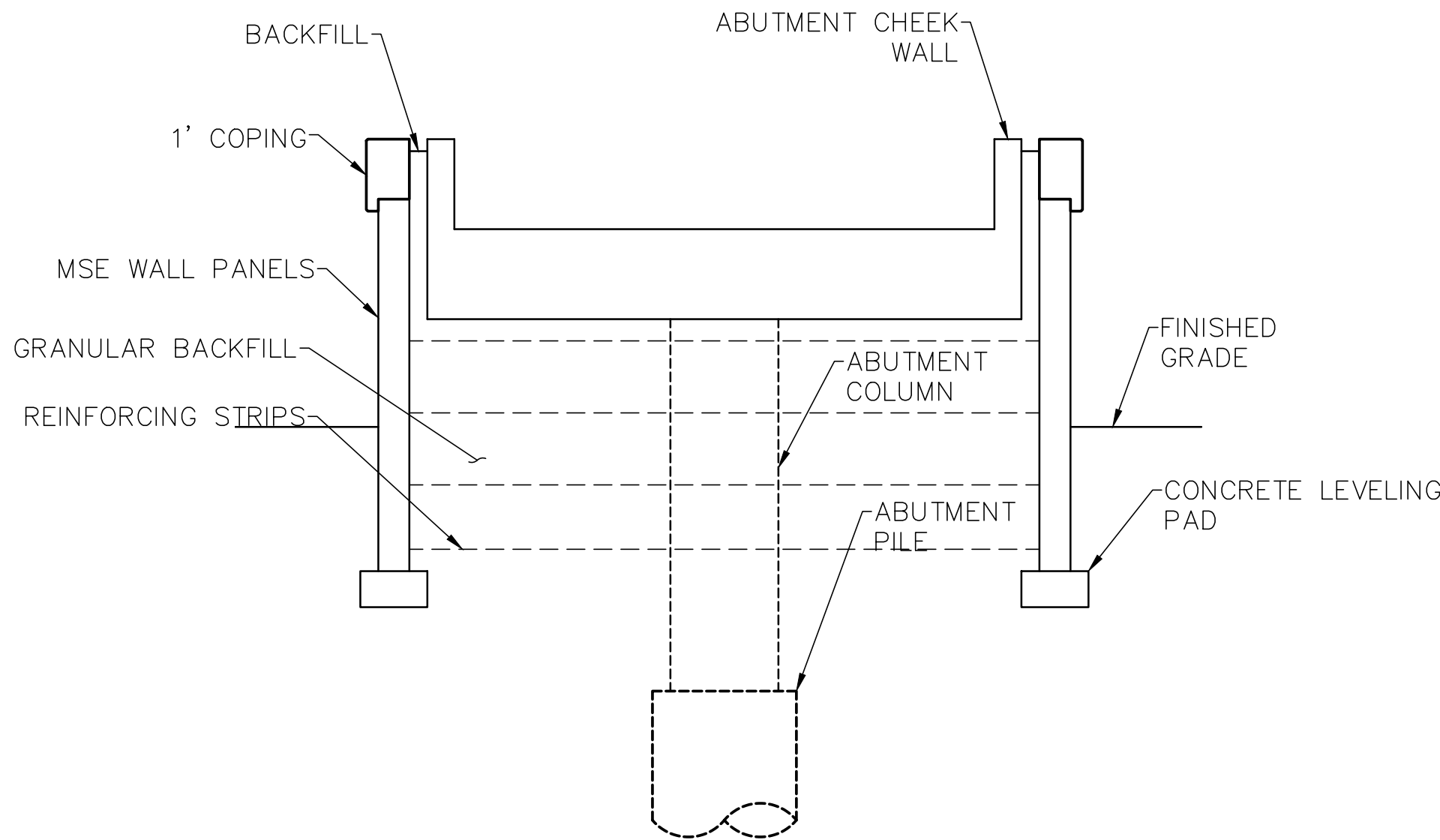


TYPICAL MSE WALL PLAN
SCALE: 1/4" = 1'

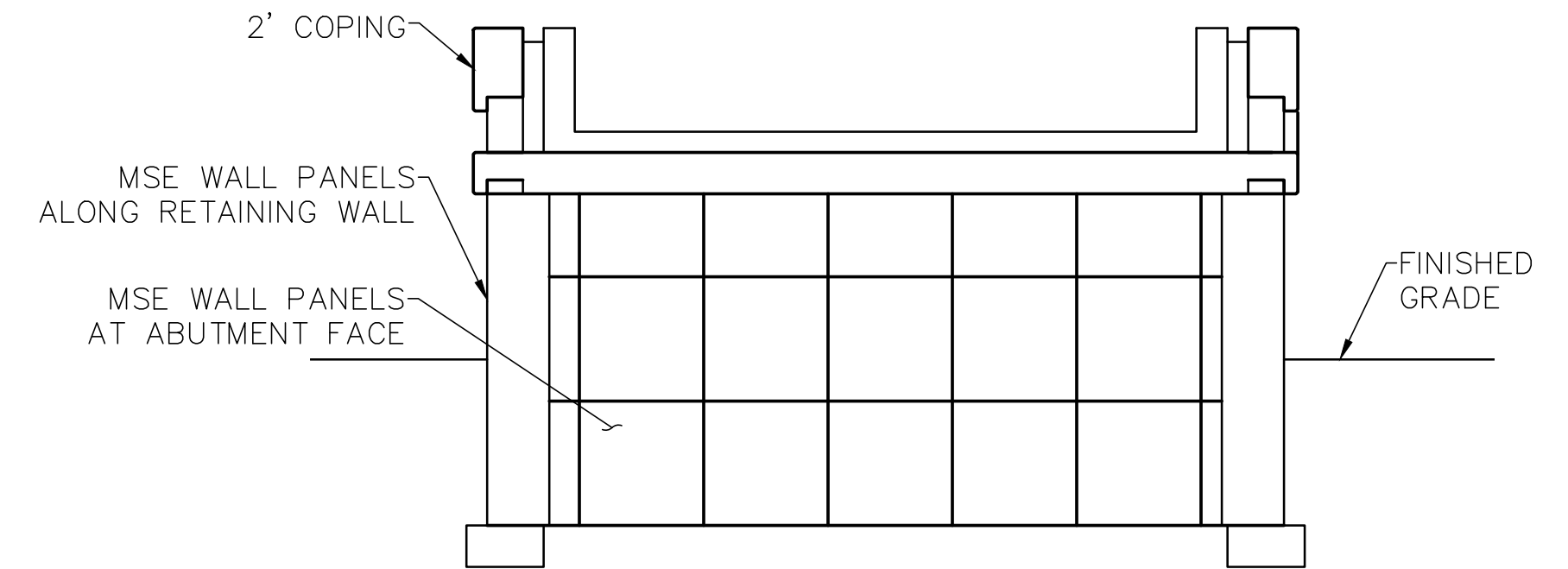
- NOTES:
1. ABUTMENT 1 SHOWN, ABUTMENT 2 SIMILAR.
 2. EMBED ANCHOR BOLTS A MINIMUM OF 12" INTO ABUTMENT SEAT.



MSE WALL ELEVATION
SCALE: 1/4" = 1'



MSE WALL SECTION
SCALE: 1/4" = 1'



ABUTMENT ELEVATION AT MSE WALL
SCALE: 1/4" = 1'

NOTE: THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.

FIELD BOOK

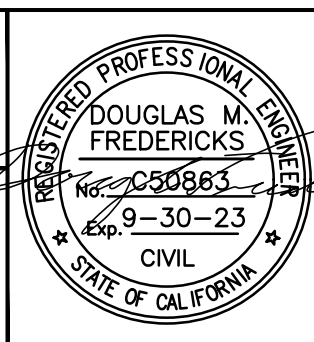
CITY# 400022

CITY OF ROSEVILLE
CALIFORNIA

PSOMAS

1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122

DESIGNED BY: Y. PROKOFYEVA DATE 05/2023
CHECKED BY: D. FREDERICKS DATE 05/2023
DRAWN BY: A. JAUREGUI DATE 05/2023

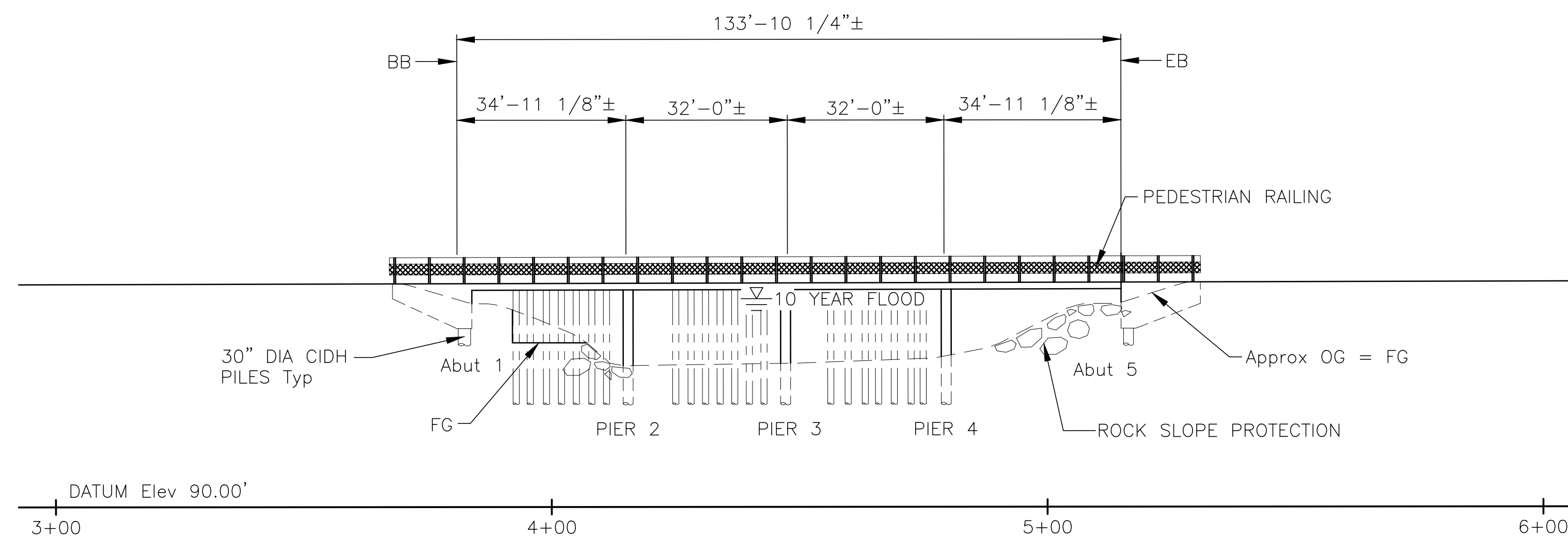


DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
ABUTMENT DETAILS NO. 2

ST-09

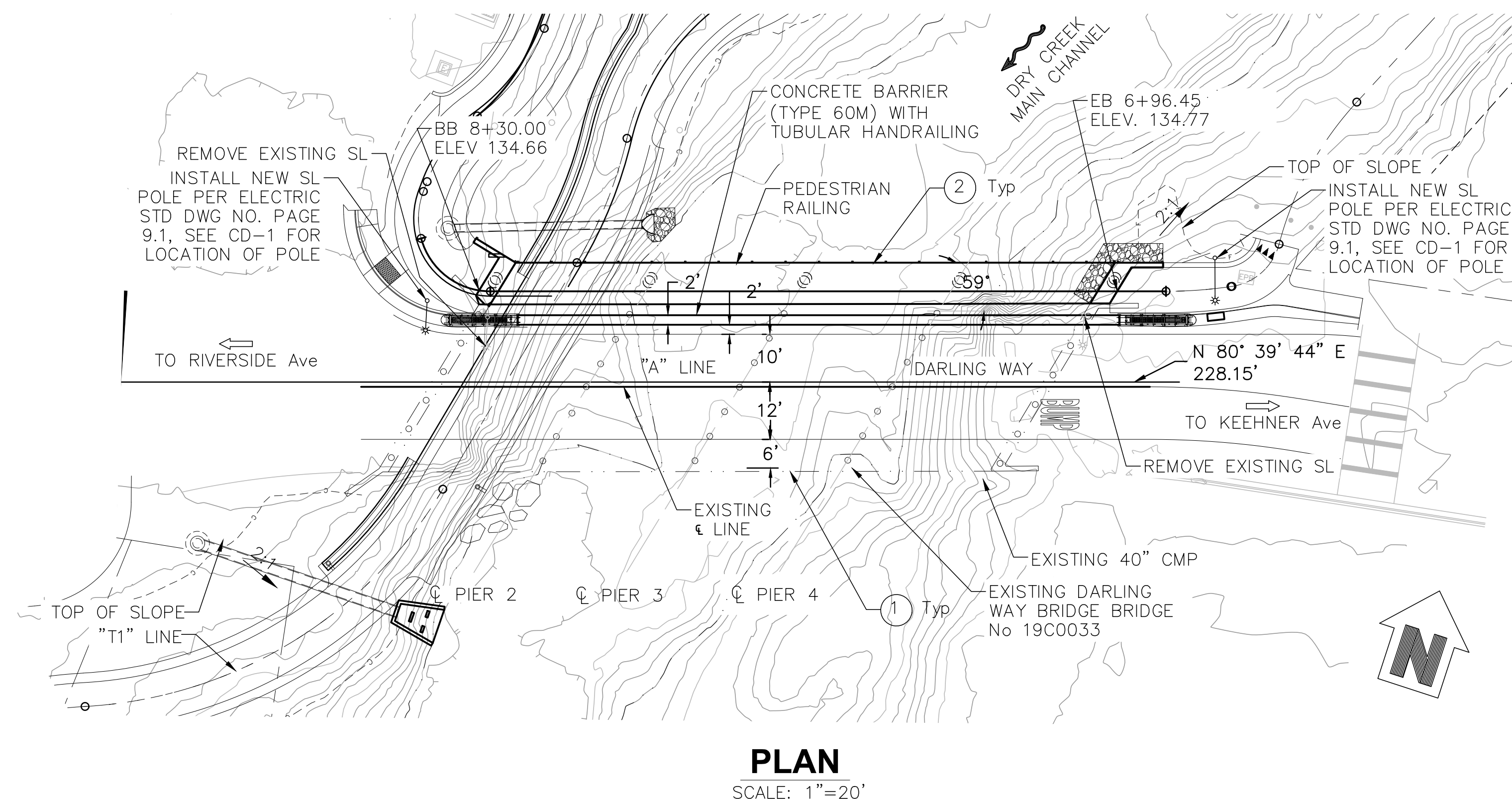
SHEET 142 OF 168

Xrefs: s_border\Dry_Creek_PedBridges_Design
Images: cropped COR_black_logo.tif

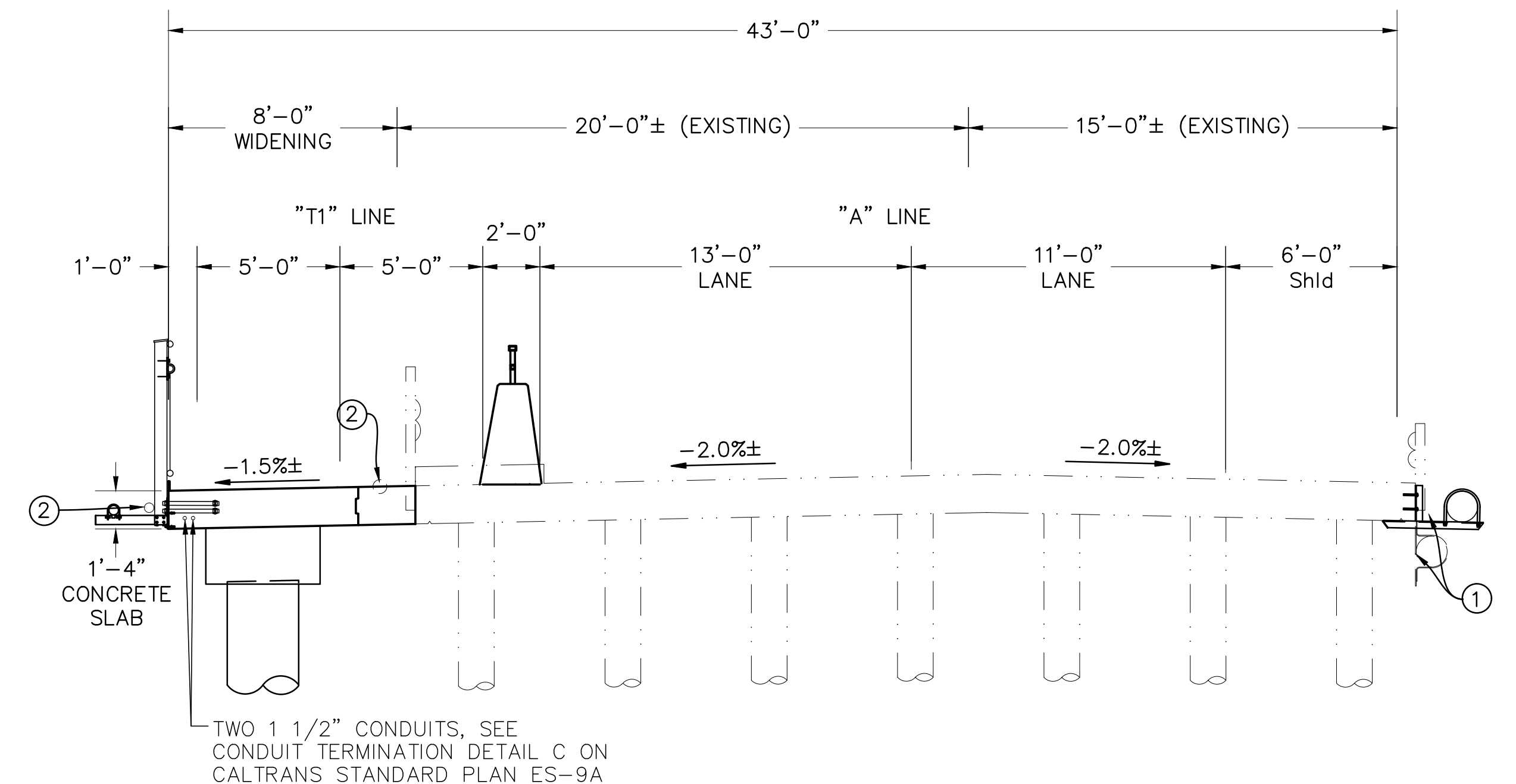


MIRRORED ELEVATION
SCALE: 1" = 20'

* SEE HYDROLOGIC SUMMARY TABLE ON SHEET
95 FOR 10 YEAR FLOOD WSE DATA



PLAN
SCALE: 1"=20'



TYPICAL SECTION

SCALE: $\frac{1}{4}" = 1'$

INDEX TO PLANS

<u>SHT NO.</u>	<u>TITLE</u>
41-SW01	Bridge General Plan
42-SW02	Foundation Plan
43-SW03	Abutment Layout
44-SW04	Abutment Details
45-SW05	Pier Details
46-SW06	Slab Reinforcing Details No.1
47-SW07	Slab Reinforcing Details No. 2
48-SW08	Miscellaneous Detail No.1
49-SW09	Log of Test Borings

STANDARD PLANS DATED 2015

A10A	Acronyms and Abbreviations (Sheet 1 of 2)
A10B	Acronyms and Abbreviations (Sheet 2 of 2)
A10C	Symbols (Sheet 1 of 2)
A10D	Symbols (Sheet 2 of 2)
A76B	Concrete Barrier Type 60M
B0-1	Bridge Details
RSP B6-21	Joint Seal (Maximum Movement Rating = 2")
B11-51	Tubular Handrailing

LEGEND

	EXISTING	NEW
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NOTES

For location of quantities see Sheet 95.

- ① Remove (E) 12" Water Line and replace with (N) 12" Water Line before bridge widening
- ② 4" PG&E Gas line to be removed by PG&E before construction and replaced by PG&E after construction

QUANTITIES

STRUCTURE EXCAVATION (BRIDGE)	35	CY
STRUCTURE BACKFILL (BRIDGE)	18	CY
30" CAST-IN-DRILLED-HOLE CONCRETE PILING	293	LF
STRUCTURAL CONCRETE, SUBSTRUCTURE	17	CY
STRUCTURAL CONCRETE, SUPERSTRUCTURE	51	CY
BAR REINFORCING STEEL (BRIDGE)	31,420	LB
ROCK SLOPE PROTECTION (Class IV, METHOD A)	7	CY
ROCK SLOPE PROTECTION FABRIC (CL8)	9	SF
PEDESTRIAN RAILING	146	LF
GAS LINE HANGERS	1	LS
CONCRETE BARRIER (TYPE 60)	137	LF

[illegible][illegible]

FIELD BOOK
SCALE
HORIZ. <u>AS NOTED</u>
VERT. <u>AS NOTED</u>

CITY#	400022
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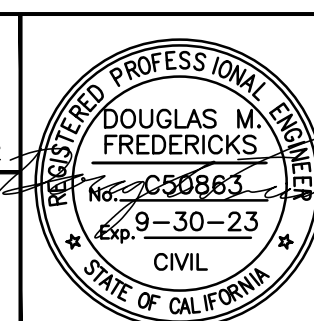
P S O M A S

1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122

DESIGNED BY:	Y. PROKOFYEVA	DATE	05/2023
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CHECKED BY: D. FREDERICKS DATE 05/2023

CHECKED BY: ST. FREDERICKS DATE 05/2023
DRAWN BY: A. JAUREGUI DATE 05/2023

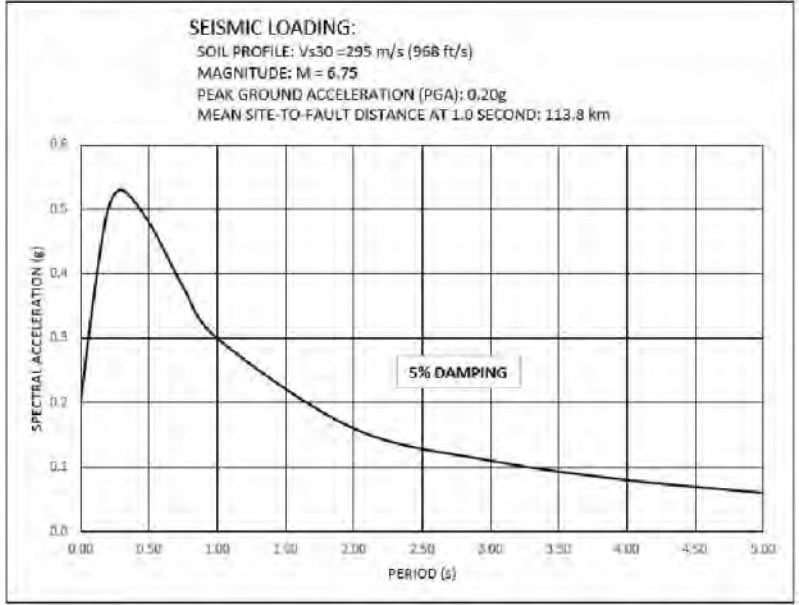


DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT DARLING WAY GENERAL PLAN

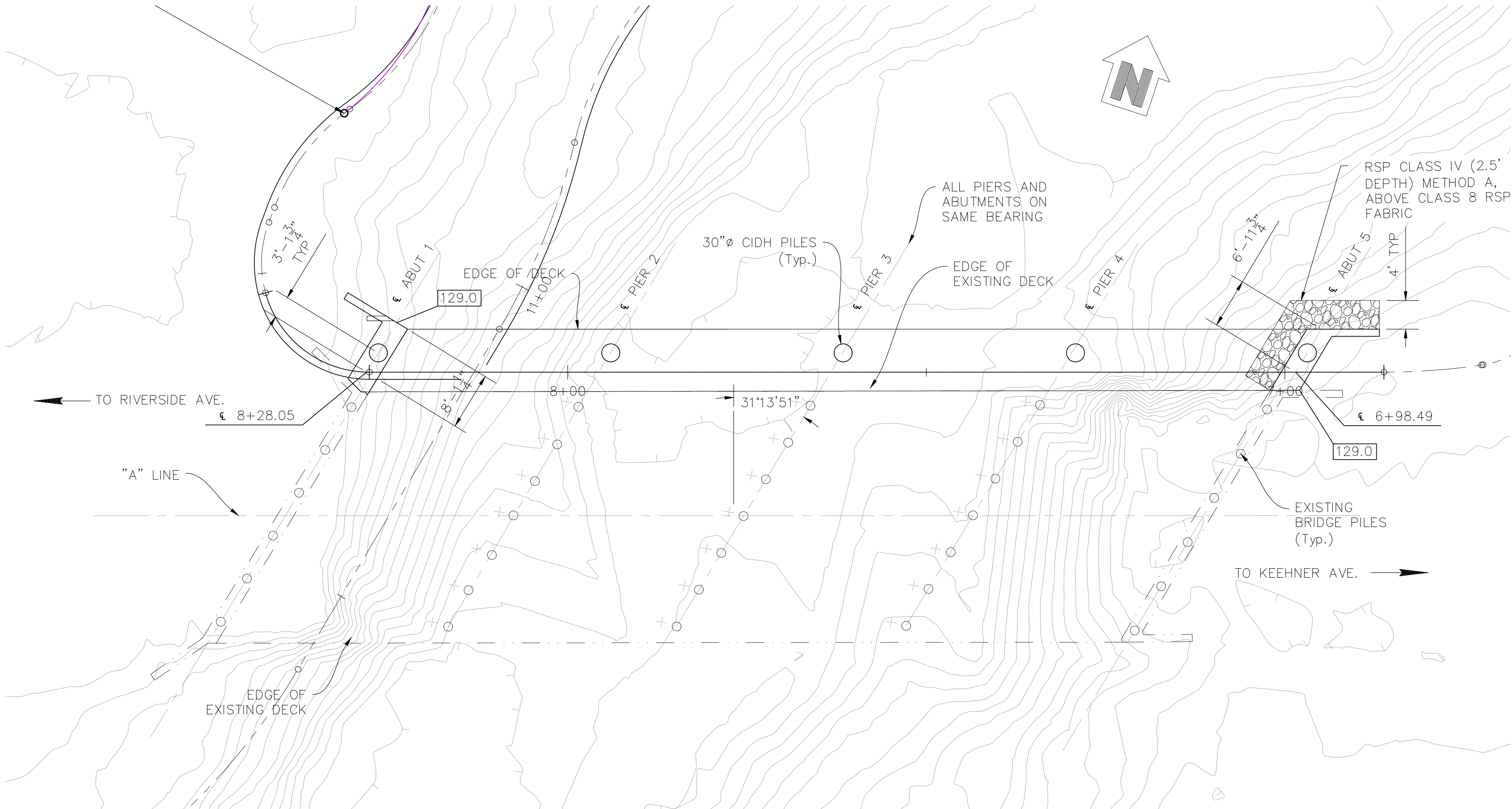
SHEET
143
— OF —
168

GENERAL NOTES
LOAD AND RESISTANCE FACTOR DESIGN

DESIGN:
AASHTO LRFD Bridge Design Specification, 8th edition
and the California Amendments, Preface dated April 2019.
SEISMIC DESIGN:
Caltrans Seismic Design Criteria (SDC), Version 2.0 dated April 2019.
DEAD LOAD:
35 psf wearing surface.
LIVE LOADING:
90 psf Pedestrian
HL-93, no permit design load.
SEISMIC LOADING:
See "ACCELERATION RESPONSE SPECTRA".



REINFORCED CONCRETE:
fy = 60 ksi
f'c = See "CONCRETE STRENGTH AND TYPE LIMITS"
REINFORCING STEEL:
Grade 60 ASTM A615, or A706



LEGEND

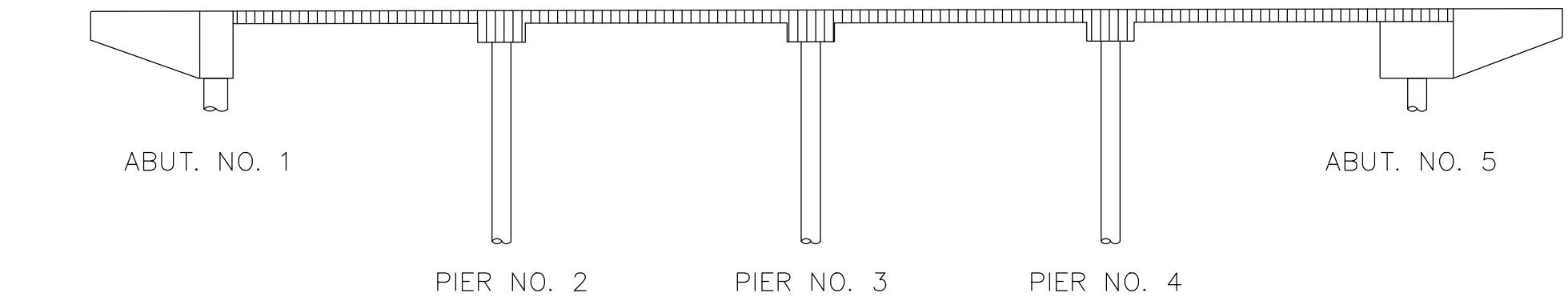
---	EXISTING DECK
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WATER SURFACE ELEVATIONS		
EVENT	FLOW RATE (CFS)	WS ELEVATION (FEET)
100-YEAR	5.8	135.34

SCOUR ELEVATIONS		
SUPPORT NO.	LONG-TERM SCOUR ELEV (FEET)	SHORT-TERM SCOUR DEPTH (FEET)
ABUT 1	115.2	10.1
PIER 2	104.2	8.0
PIER 3	104.2	4.9
PIER 4	104.2	3.4
ABUT 5	116.8	12.4

PILE DATA TABLE					
LOCATION	PILE TYPE	NOMINAL RESISTANCE (KIPS)		DESIGN TIP ELEVATION (FT)	SPECIFIED TIP ELEVATION (FT)
		COMPRESSION	TENSION		
ABUT 1	30" CIDH PILE	300	N/A	(a-I) 85.0 (a-II) 102.0 (b) 108.0 (c) 106.0	85.0
PIER 2	30" CIDH PILE	470	N/A	(a-I) 65.0 (a-II) 92.0 (b) 97.0 (c) 99.0	65.0
PIER 3	30" CIDH PILE	470	N/A	(a-I) 65.0 (a-II) 92.0 (b) 97.0 (c) 99.0	65.0
PIER 4	30" CIDH PILE	470	N/A	(a-I) 63.0 (a-II) 90.0 (b) 97.0 (c) 97.0	63.0
ABUT 5	30" CIDH PILE	300	N/A	(a-I) 75.0 (a-II) 109.0 (b) 114.0 (c) 106.0	75.0

- Notes:
- The design tip elevations are controlled by: (a-I) Compression (Strength Limit), (a-II) Compression (Extreme Limit), (b) Tension (Extreme), (c) Lateral Load.
 - The CIDH specified tip elevation shall not be raised.



- LEGEND:
- STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER) (f'c = 4 ksi)
 - STRUCTURAL CONCRETE, BRIDGE (f'c = 4 ksi)

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.

FIELD BOOK

CITY# 400022

PSOMAS

1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122

DESIGNED BY: Y. PROKOFYEVA DATE: 05/2023

CHECKED BY: D. FREDERICKS DATE: 05/2023

DRAWN BY: A. JAUREGUI DATE: 05/2023

REGISTERED PROFESSIONAL ENGINEER

DOUGLAS M. FREDERICKS

9-30-23

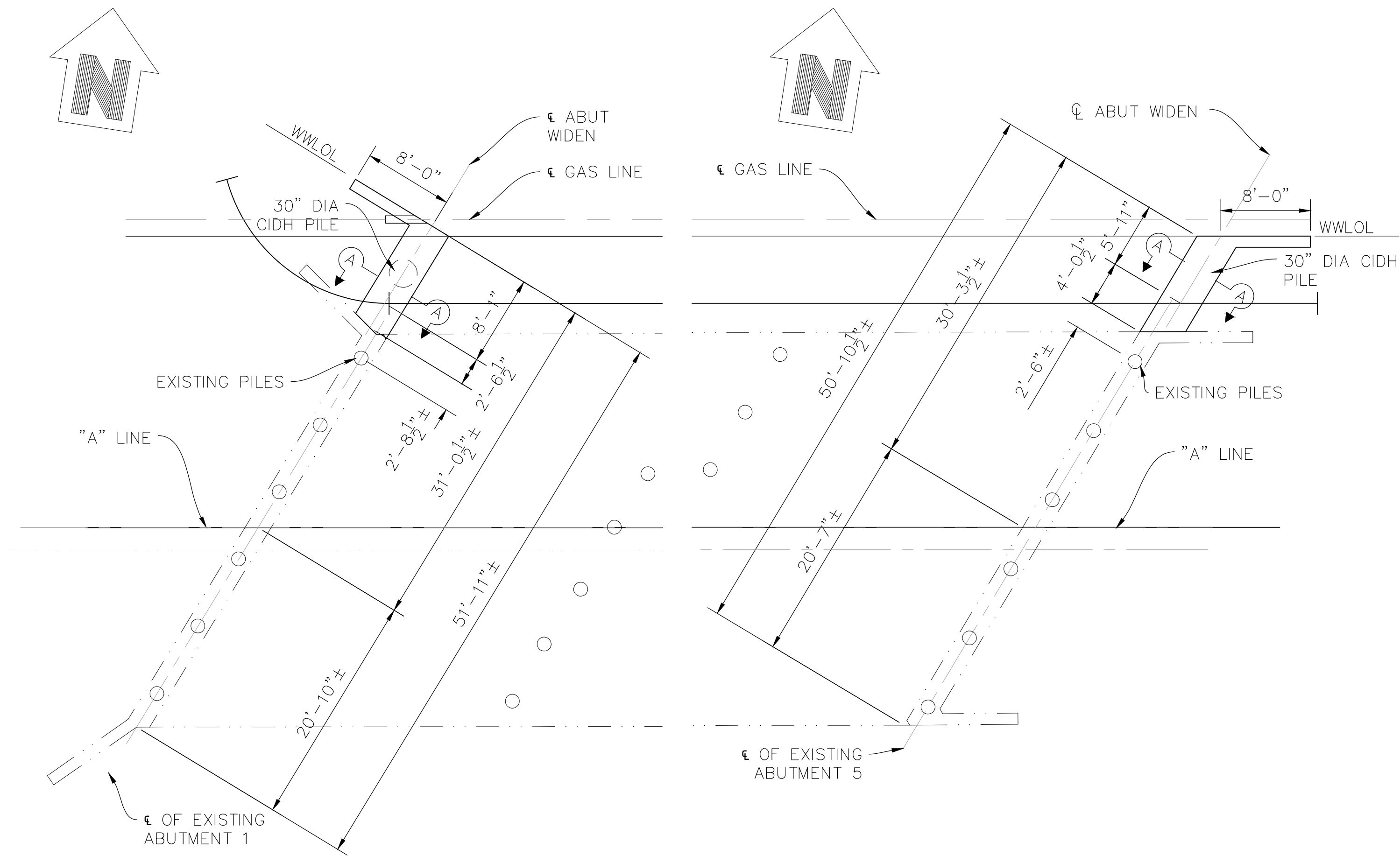
CIVIL

STATE OF CALIFORNIA

DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
FOUNDATION PLAN

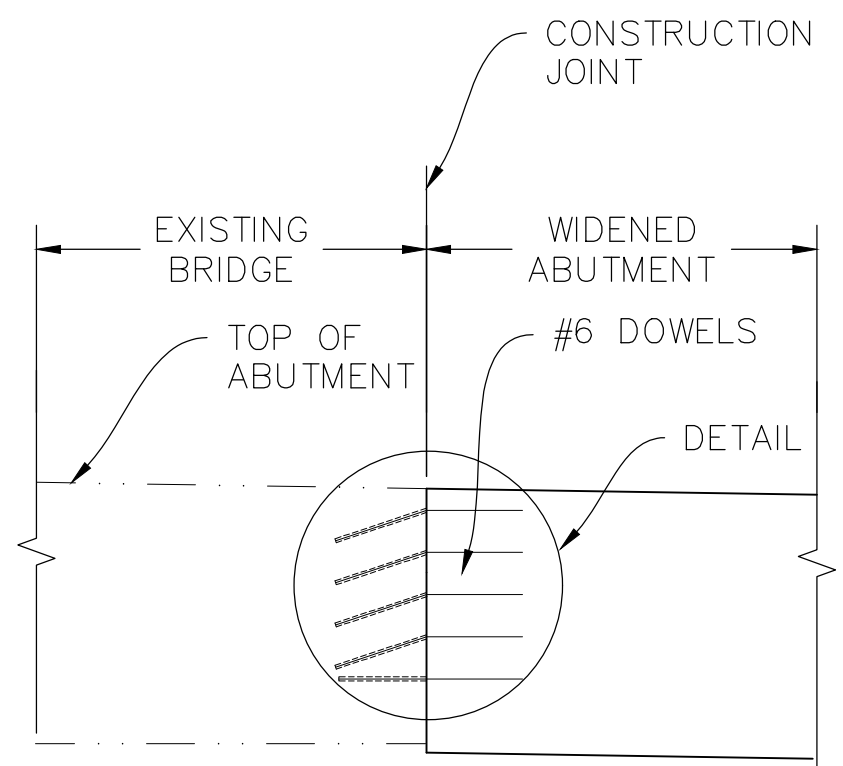
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NOTE: SECTION A-A SHOWN ON SHEET SW-04



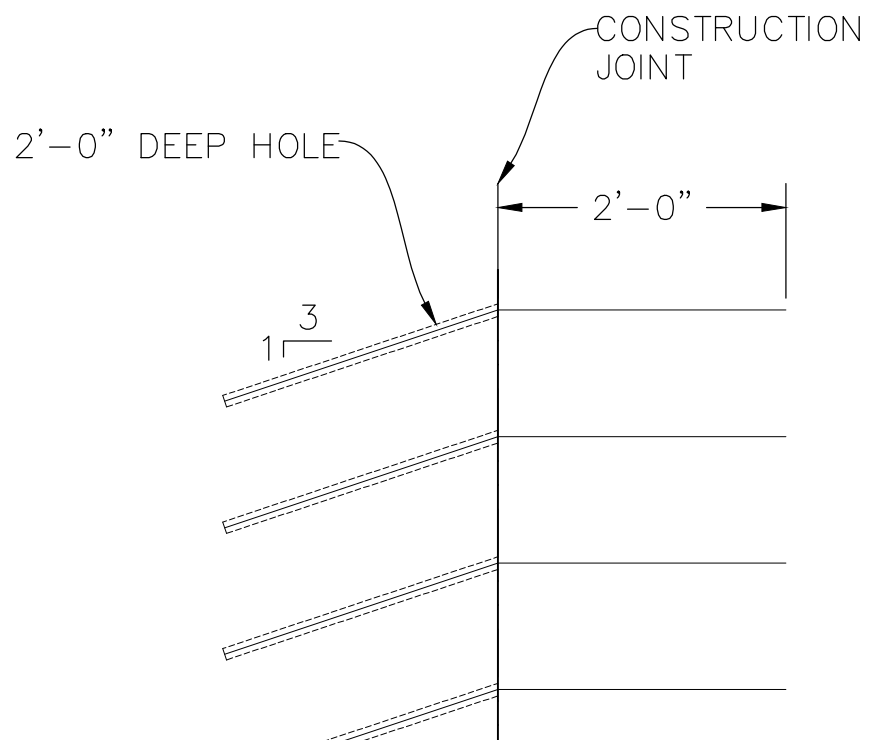
ABUTMENT PLAN

SCALE: $\frac{1}{8}$ " = 1'



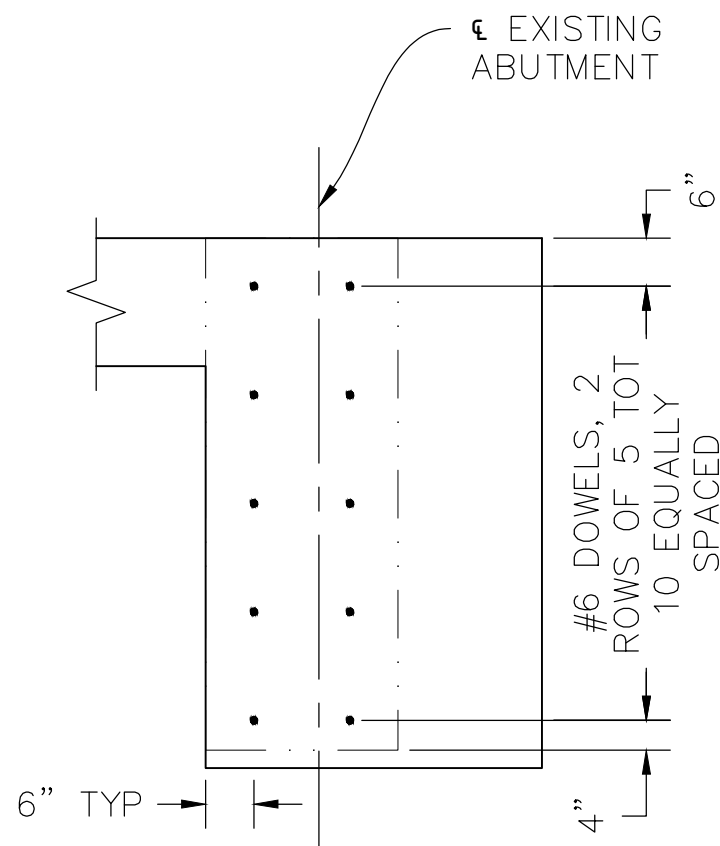
ABUT JOINT ELEVATION

SCALE: $\frac{1}{4}$ " = 1'



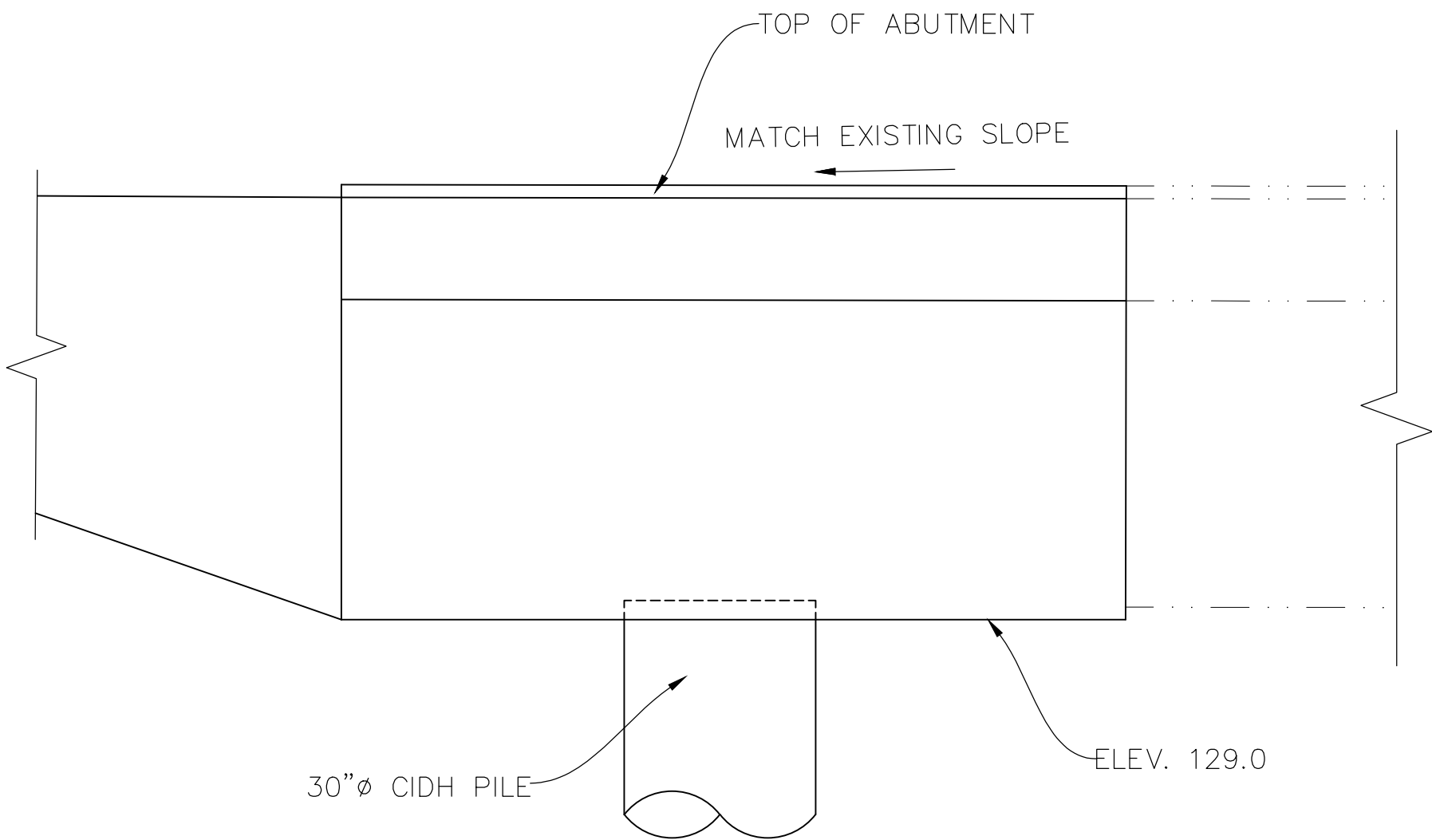
ABUTMENT DOWEL DETAIL

SCALE: $\frac{3}{4}$ " = 1'



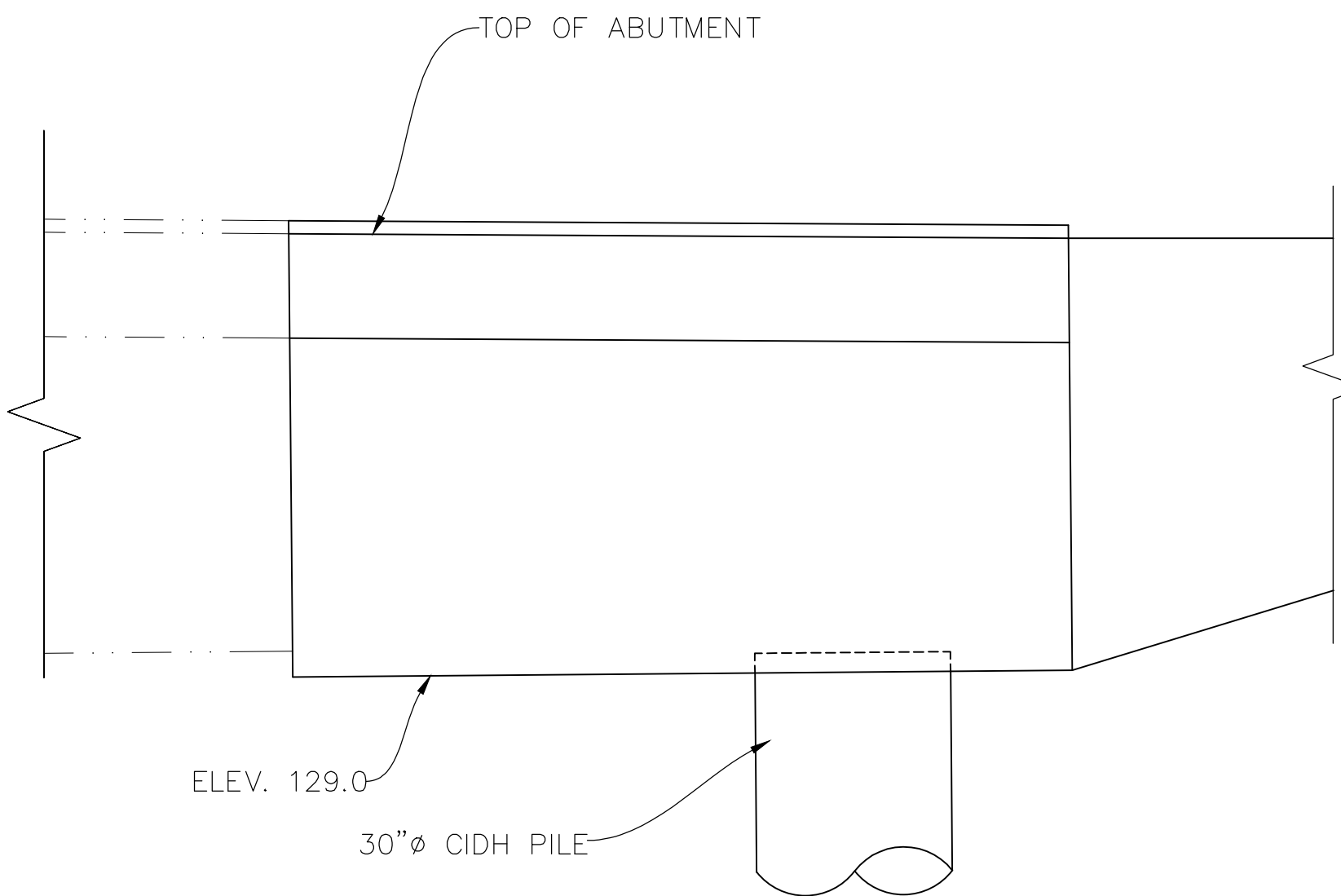
SECTION AT ABUT JOINT

SCALE: $\frac{1}{2}$ " = 1'



ABUTMENT 1 ELEVATION

SCALE: $\frac{1}{2}$ " = 1'

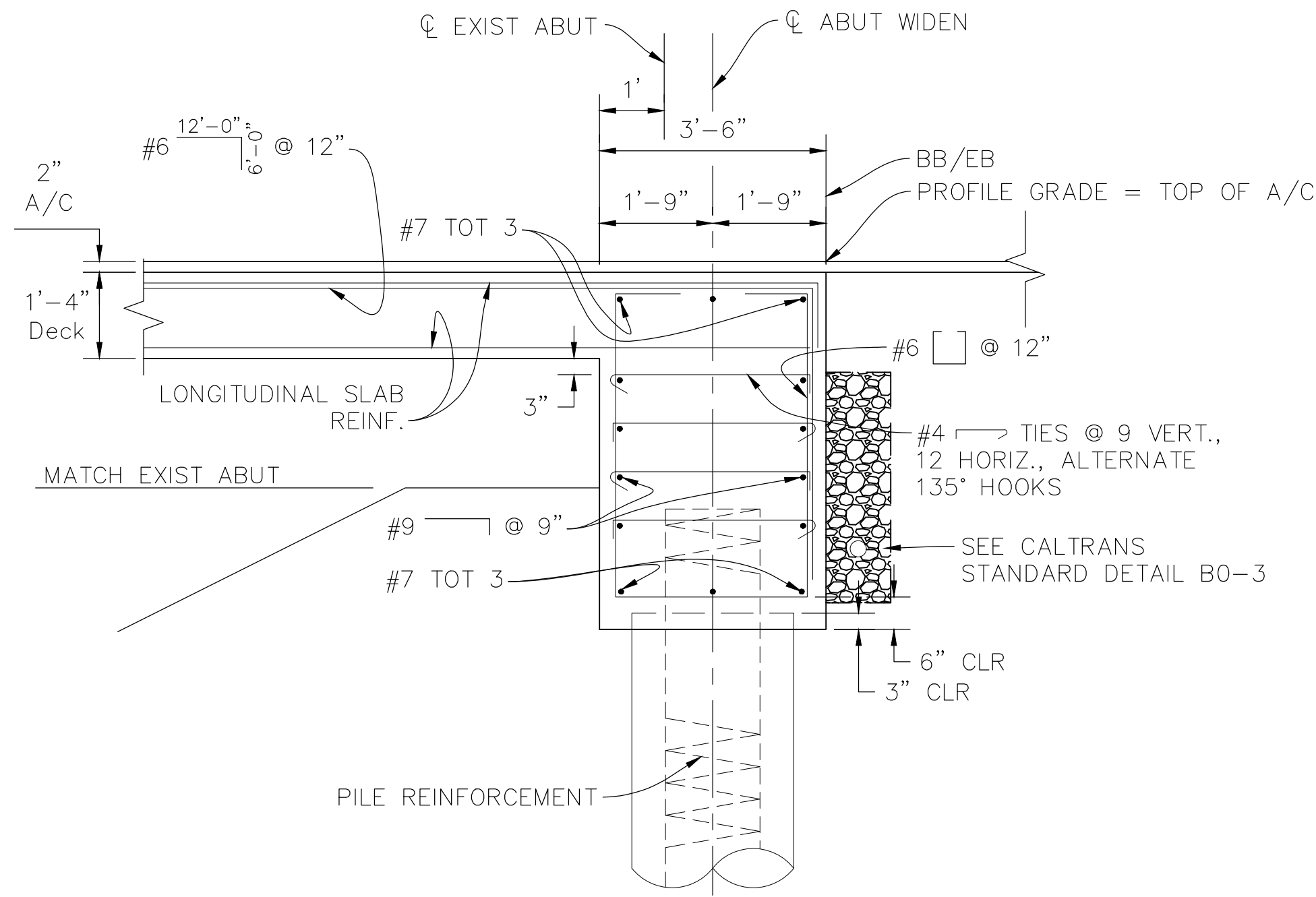


ABUTMENT 5 ELEVATION

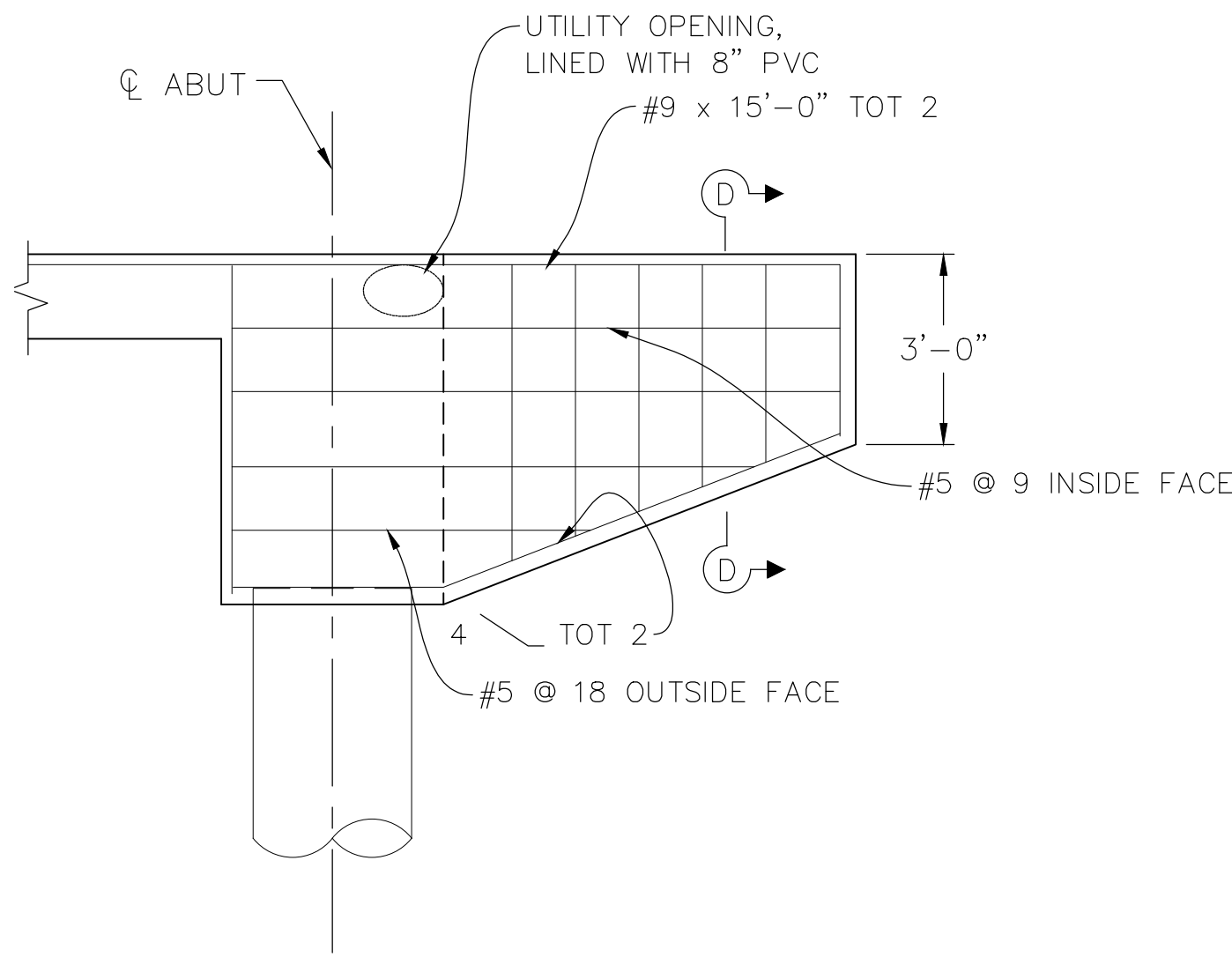
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SW-03

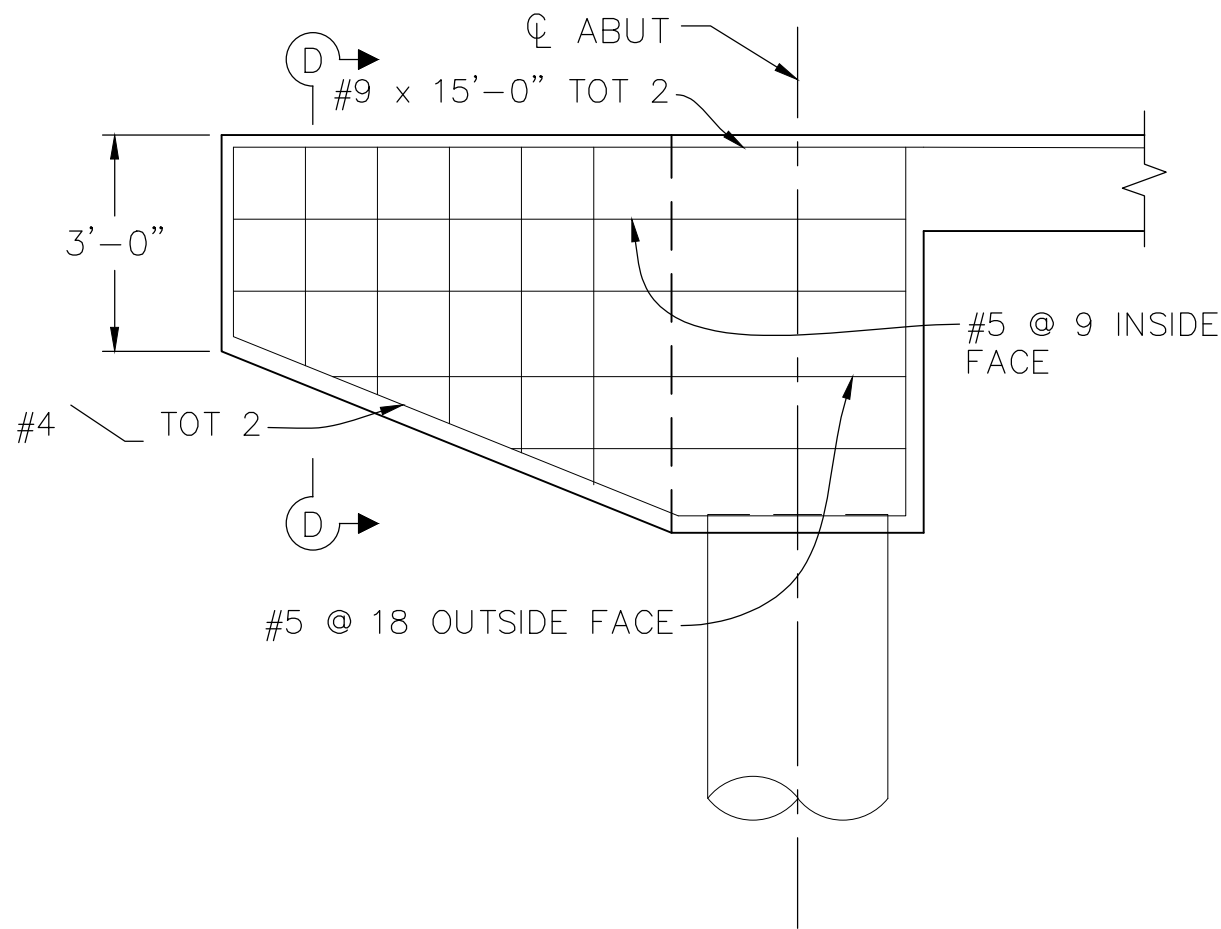
REVISIONS				BENCH MARK	ELEV.	FIELD BOOK	CITY# 400022	P S O M A S	DOUGLAS M. FREDERICKS REGISTERED PROFESSIONAL ENGINEER No. 280863 9-30-23 CIVIL STATE OF CALIFORNIA	DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT ABUTMENT LAYOUT	SHEET 145 OF 168
NO.	DESCRIPTION	DATE	BY								



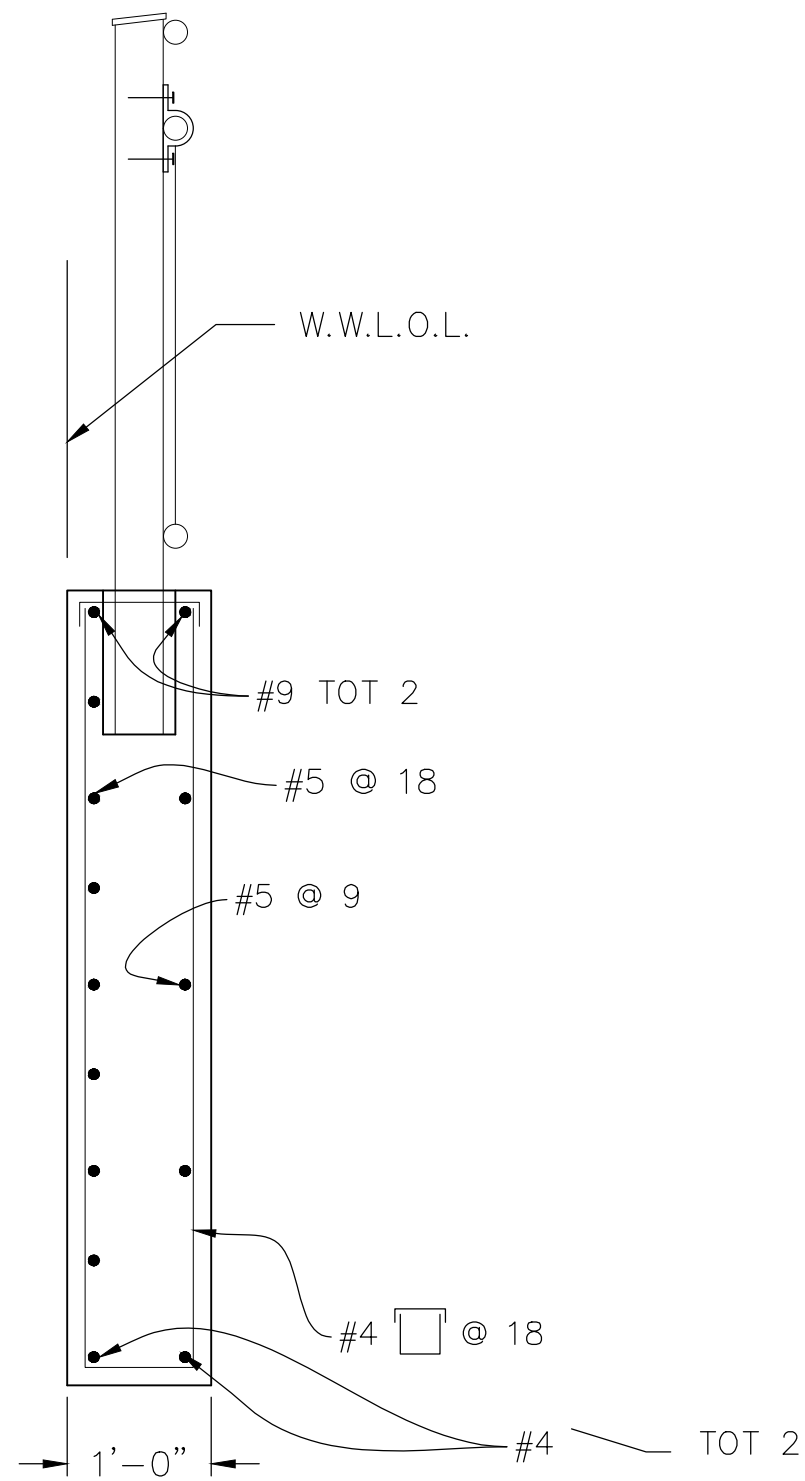
SECTION C-C
SCALE: $\frac{1}{2}$ " = 1'



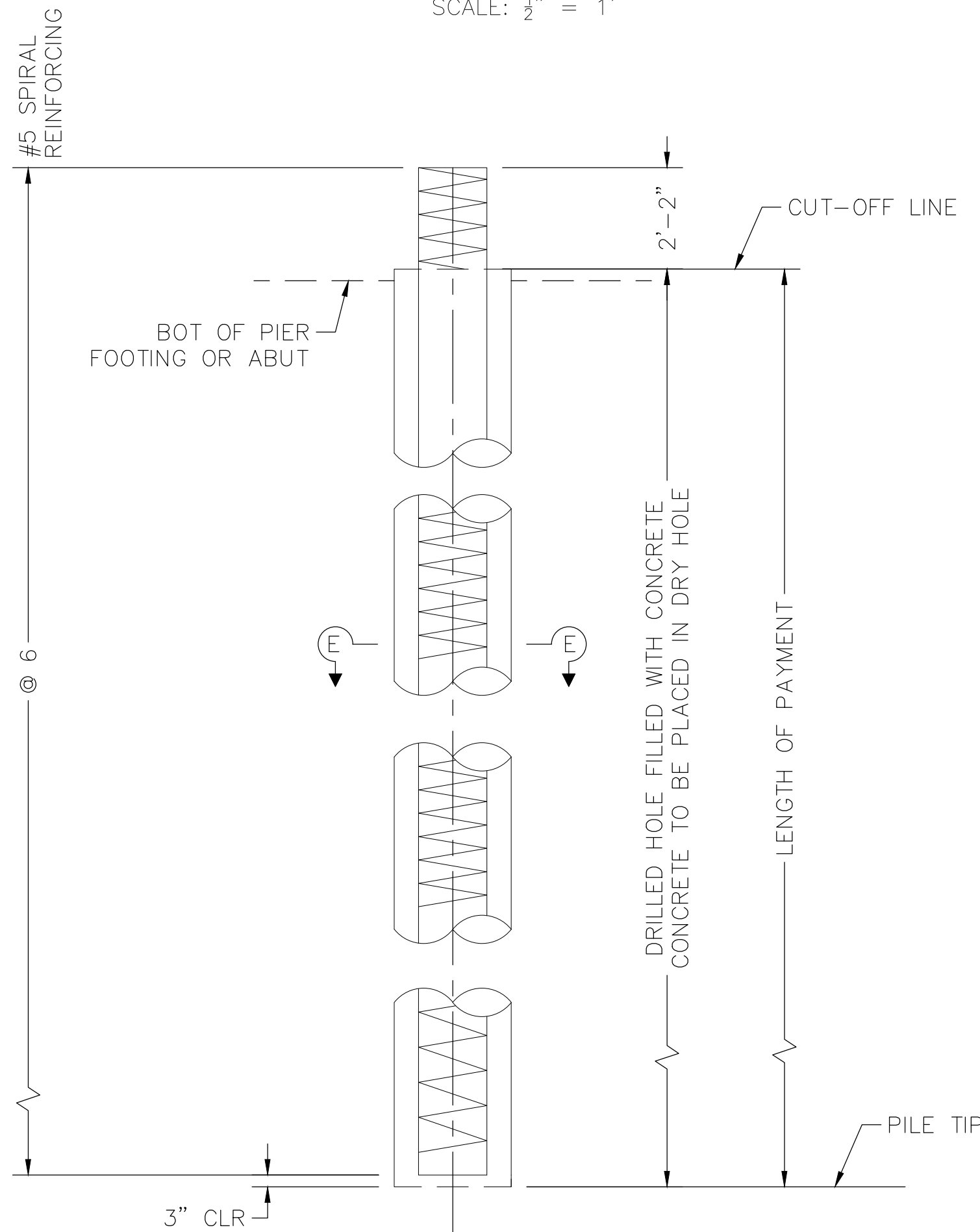
WING WALL 1 ELEVATION
SCALE: $\frac{3}{8}$ " = 1'



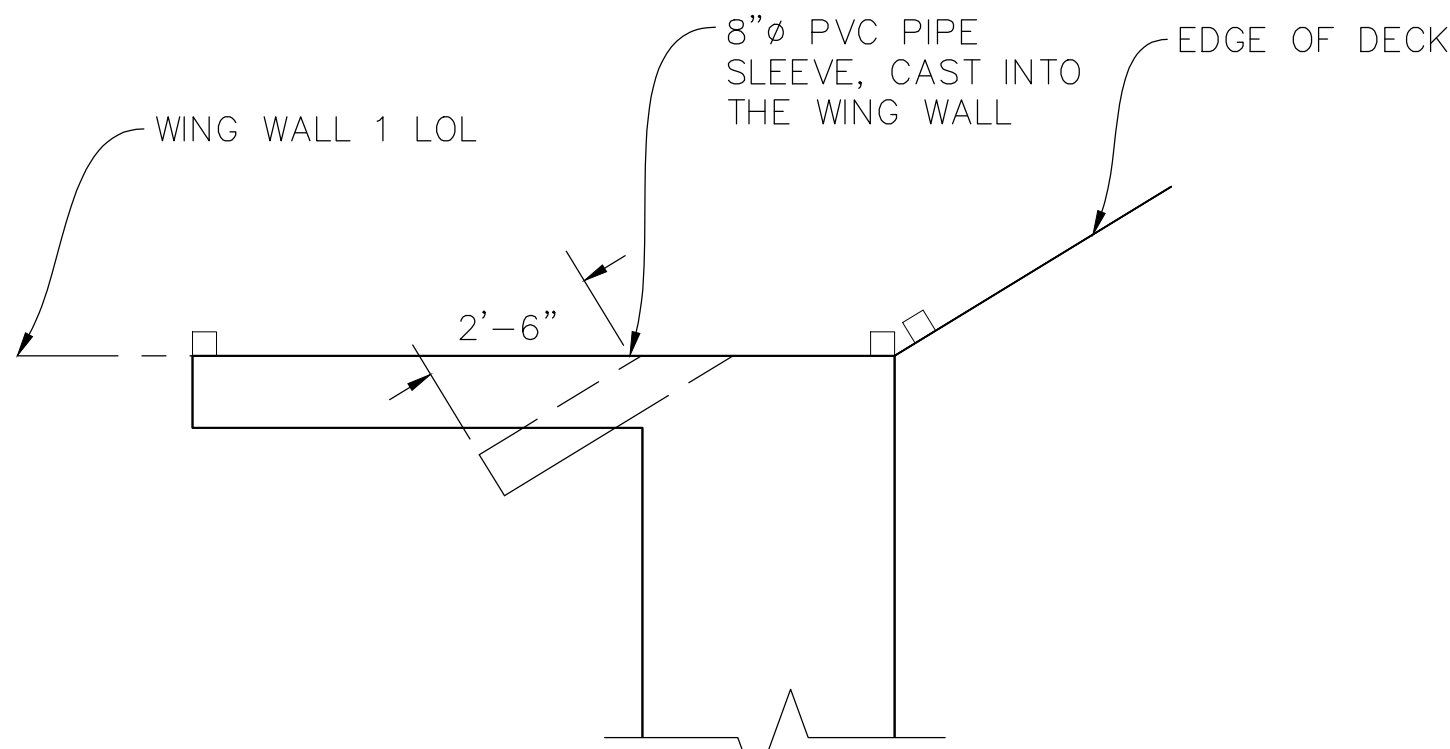
WING WALL 2 ELEVATION
SCALE: $\frac{3}{8}$ " = 1'



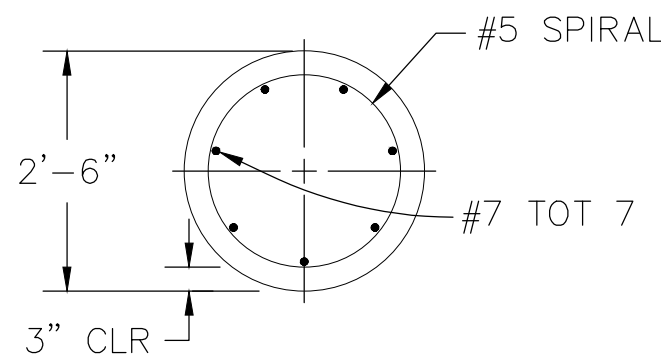
SECTION D-D
SCALE: $\frac{3}{4}$ " = 1'



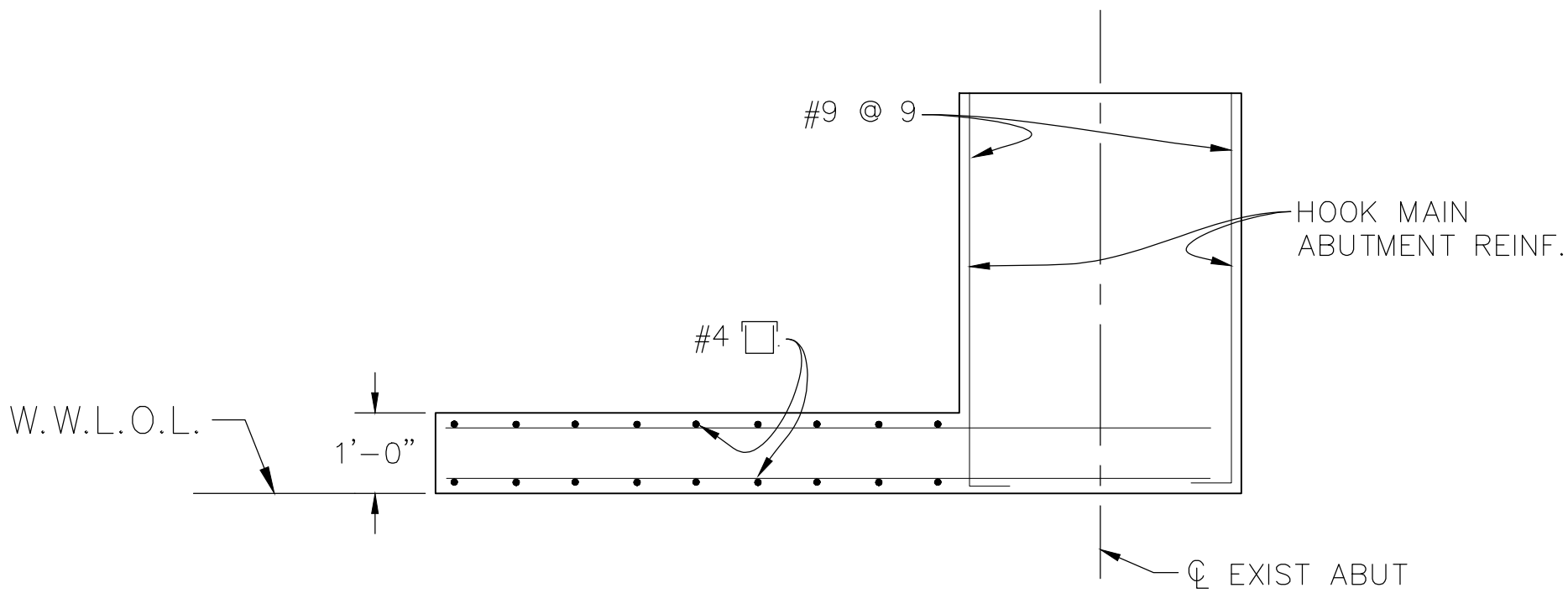
CIDH PILE - ABUTMENTS 1 & 5
NO SCALE



WING WALL 1 PLAN
SCALE: $\frac{3}{8}$ " = 1'



SECTION E-E
NO SCALE



CORNER DETAIL
SCALE: $\frac{1}{2}$ " = 1'

Xrefs: DCBT-C-RDIs_Border\Dry_Creek_Draining_Bridgel_20-103-LWD_Base Images: cropped COR_black_logo.tif

REVISIONS			
NO.	DESCRIPTION	DATE	BY

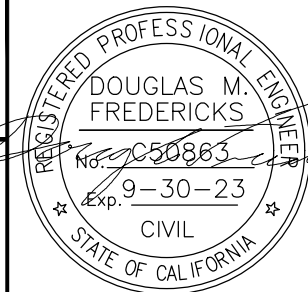
BENCH MARK	ELEV.

FIELD BOOK

CITY# 400022

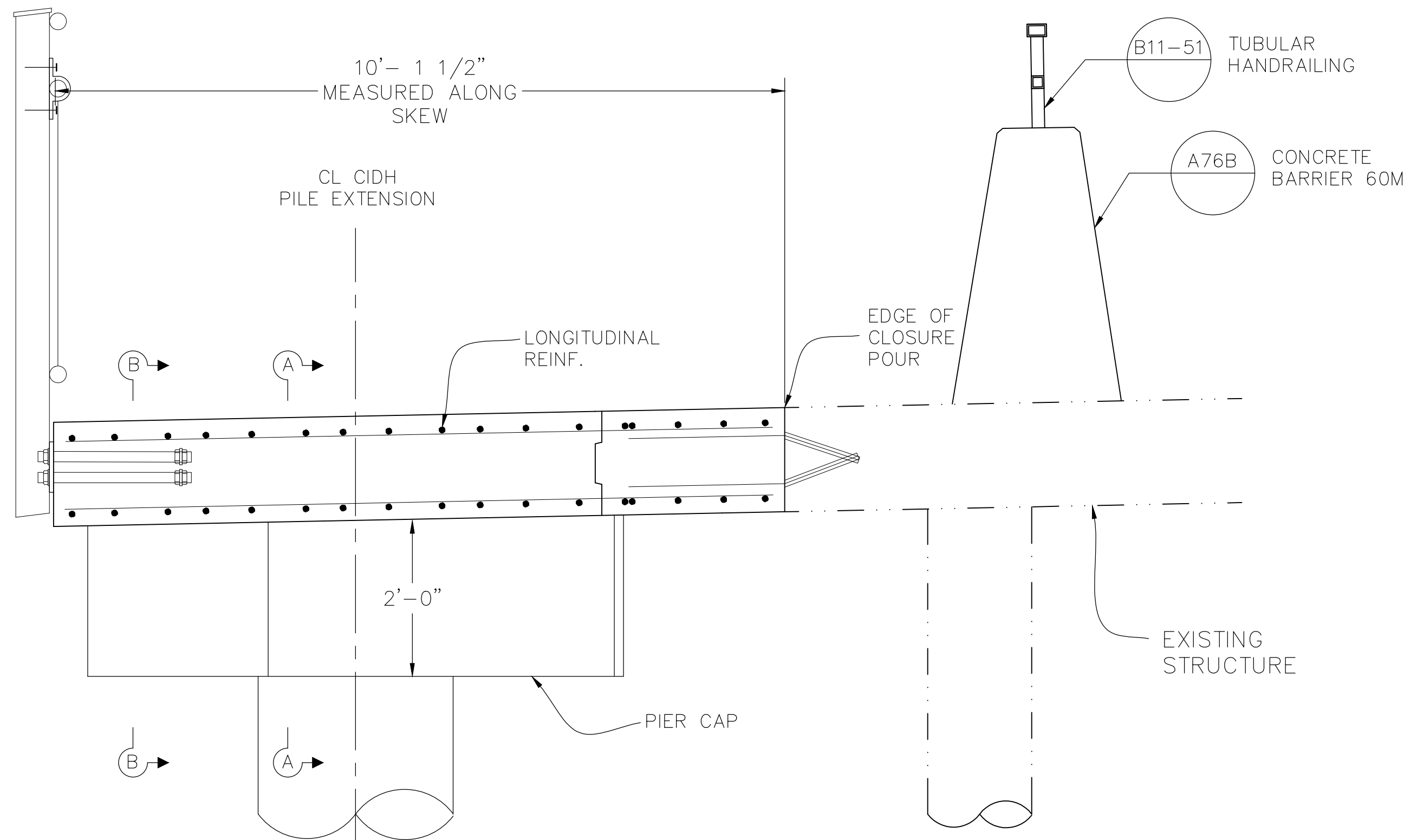


PSOMAS			
1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122			
DESIGNED BY:	Y. PROKOFYEVA	DATE:	05/2023
CHECKED BY:	D. FREDERICKS	DATE:	05/2023
DRAWN BY:	A. JAUREGUI	DATE:	05/2023

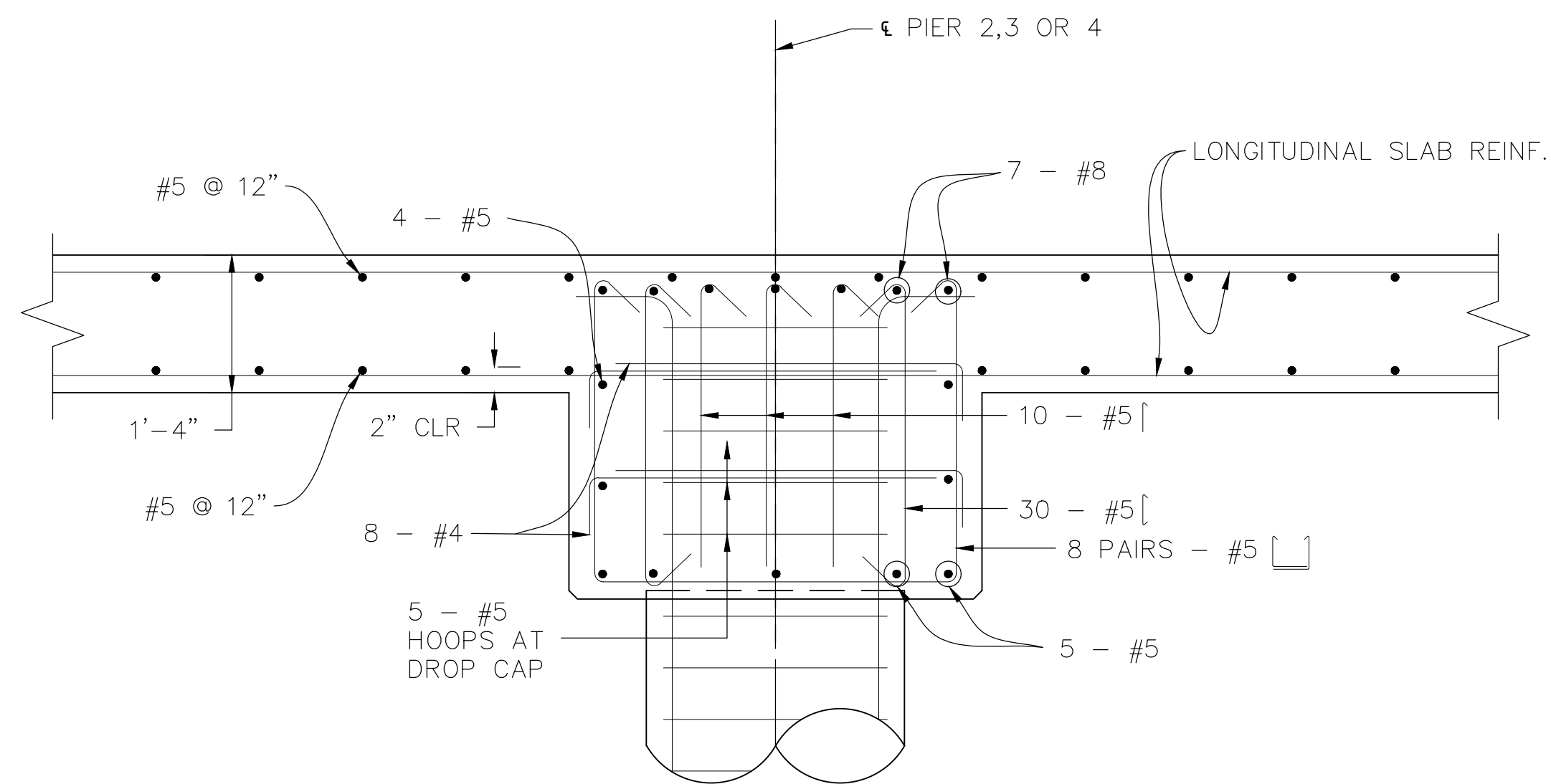


**DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
ABUTMENT DETAILS**

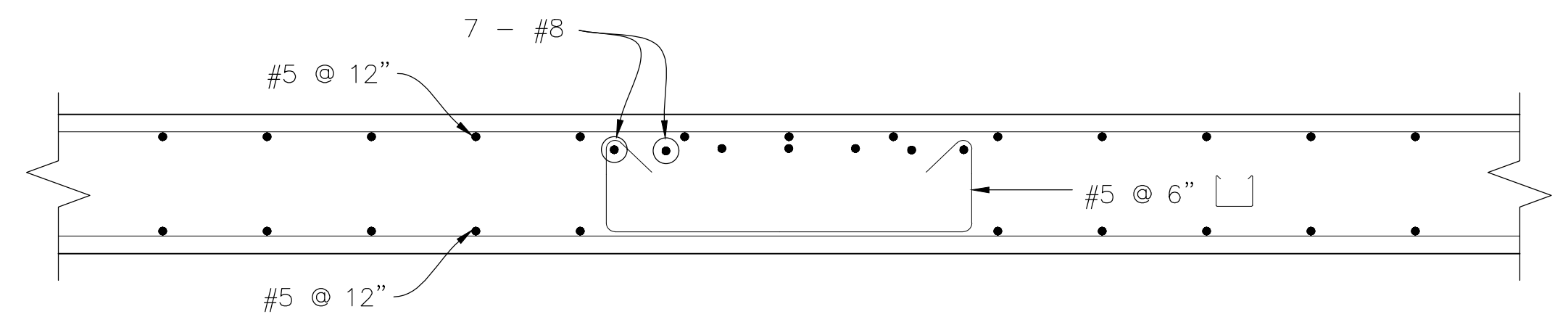
SW-04
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168



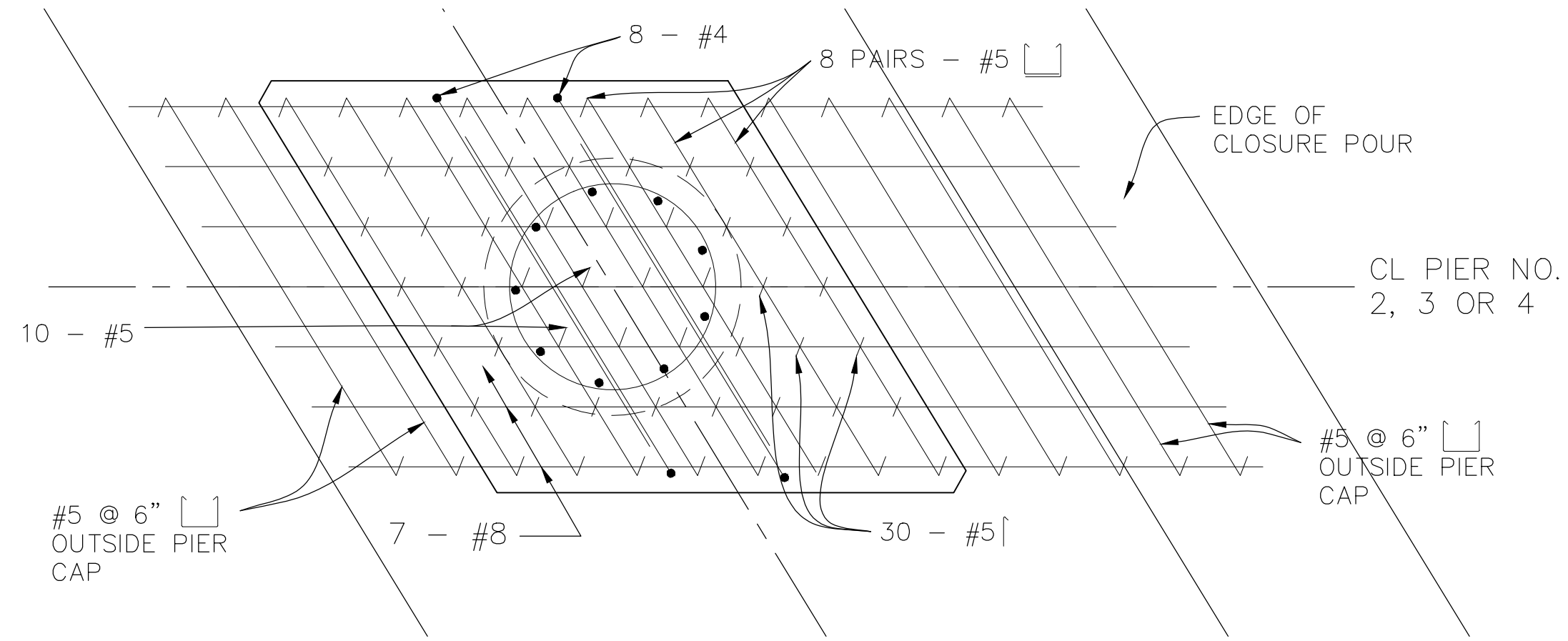
ELEVATION
SCALE: 3/4" = 1'



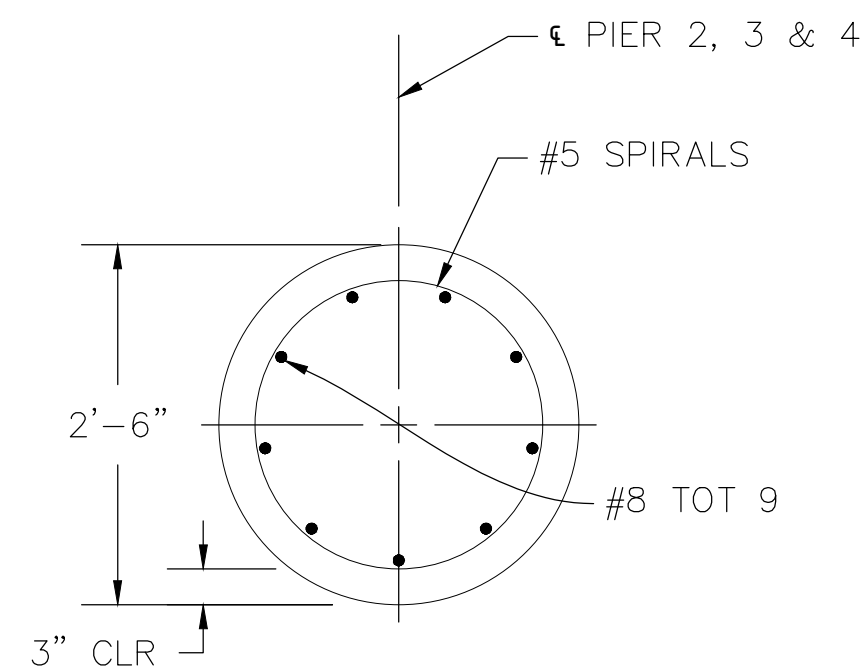
SECTION A-A
SCALE: 3/4" = 1'



SECTION B-B
SCALE: 3/4" = 1'

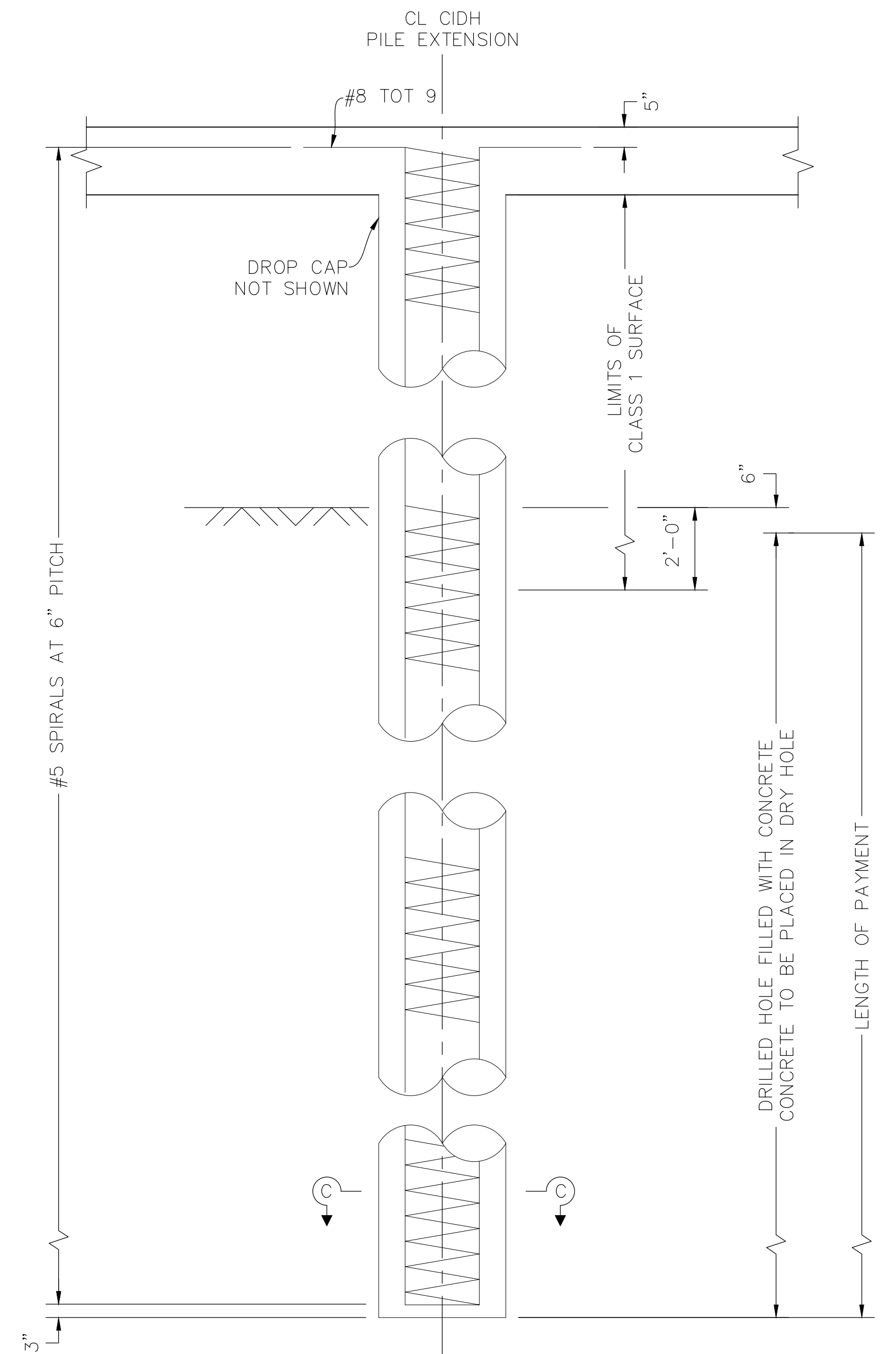


PIER REINFORCING PLAN
SCALE: 3/4" = 1'



SECTION C-C
SCALE 1" = 1'-0"

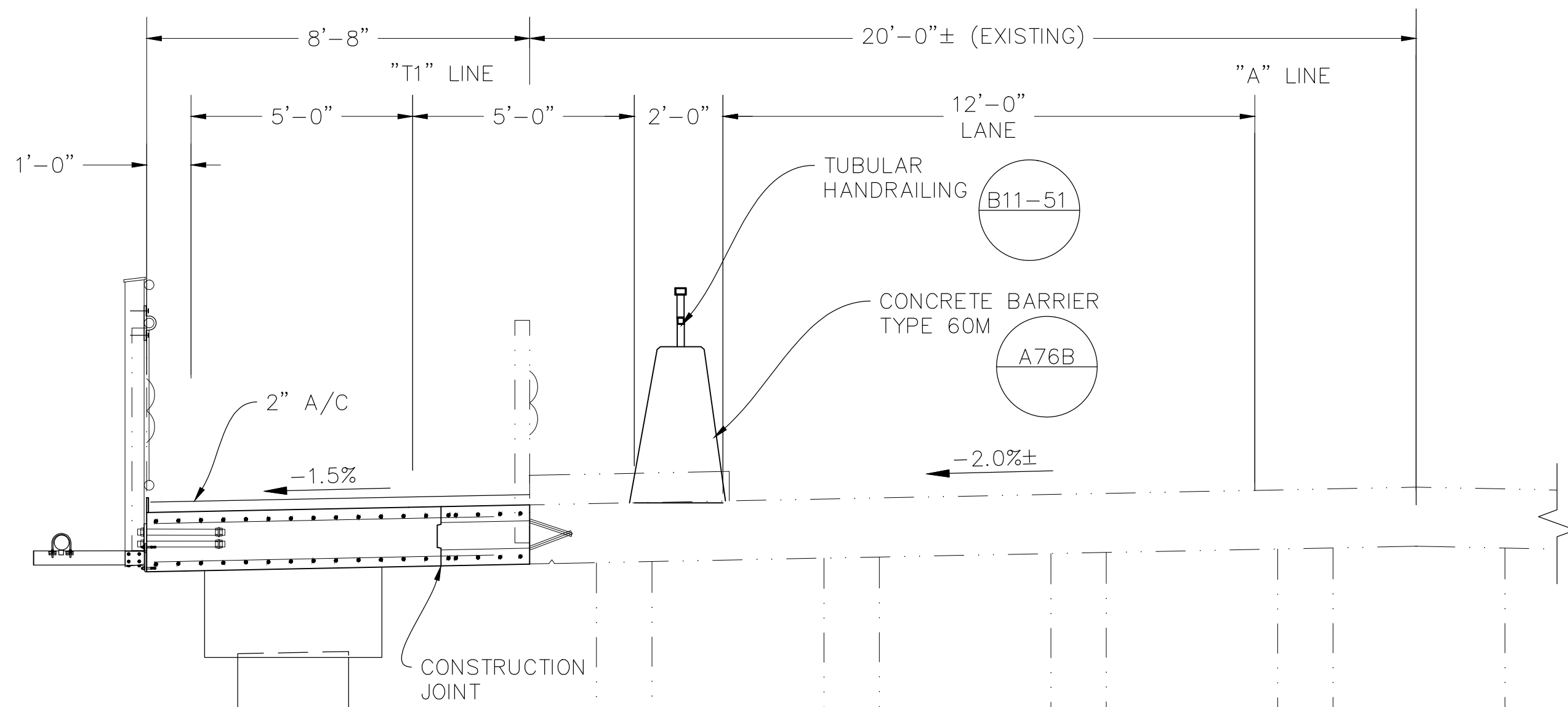
- NOTES:
1. SPLICE SPIRALS BY OVERLAPPING TWO FULL TURNS AND TERMINATING IN 135 DEGREE BEND.
 2. CENTER OF NEW COLUMNS SHALL ALIGN WITH CENTER OF EXISTING COLUMNS ALONG CENTERLINE OF EACH PIER.
 3. NO SPLICES ALLOWED IN LONGITUDINAL COLUMN REINFORCEMENT.



CIDH PILE - PIER 2, 3, 4
NO SCALE

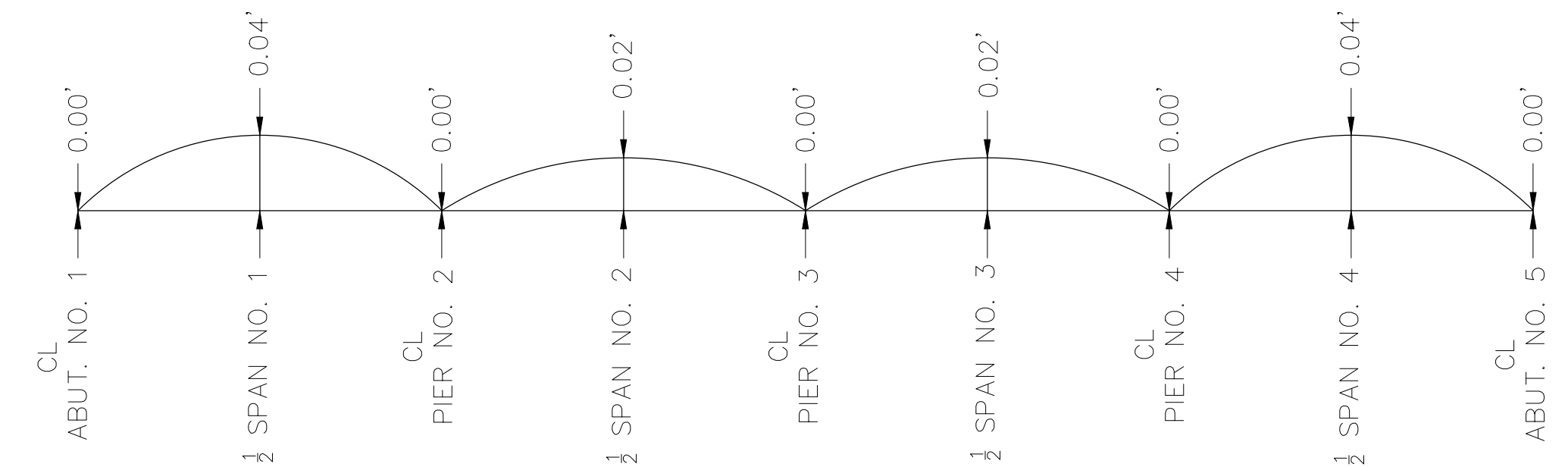
SW-05

REVISIONS				BENCH MARK	ELEV.	FIELD BOOK	CITY# 400022	SCALE HORIZ. AS NOTED VERT. AS NOTED	DESIGNED BY: Y. PROKOFYEVA DATE: 05/2023 CHECKED BY: D. FREDERICKS DATE: 05/2023 DRAWN BY: A. JAUREGUI DATE: 05/2023	DOUGLAS M. FREDERICKS REGISTERED PROFESSIONAL ENGINEER No. 280863 9-30-23 CIVIL STATE OF CALIFORNIA	DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT PIER DETAILS		SHEET 147 OF 168
NO.	DESCRIPTION	DATE	BY										



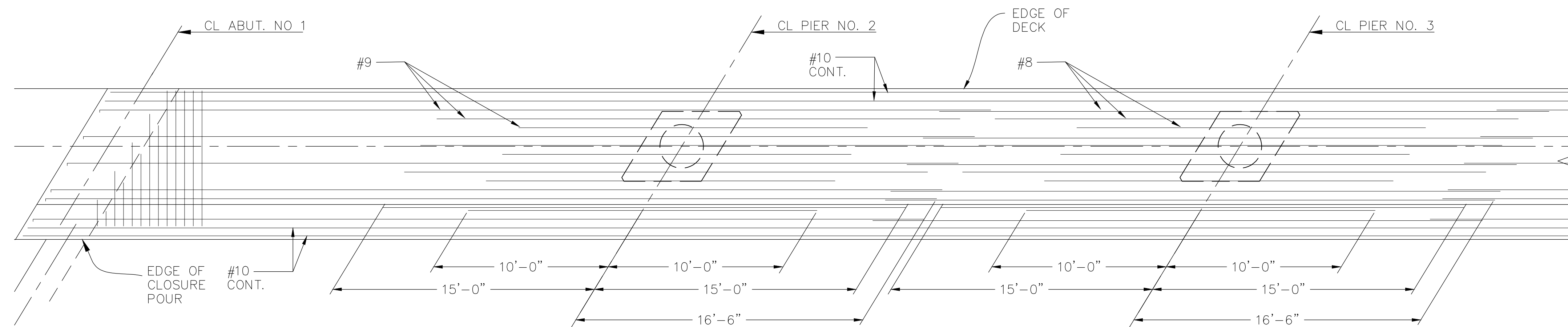
TYPICAL SECTION

SCALE: $\frac{1}{2}$ " = 1'



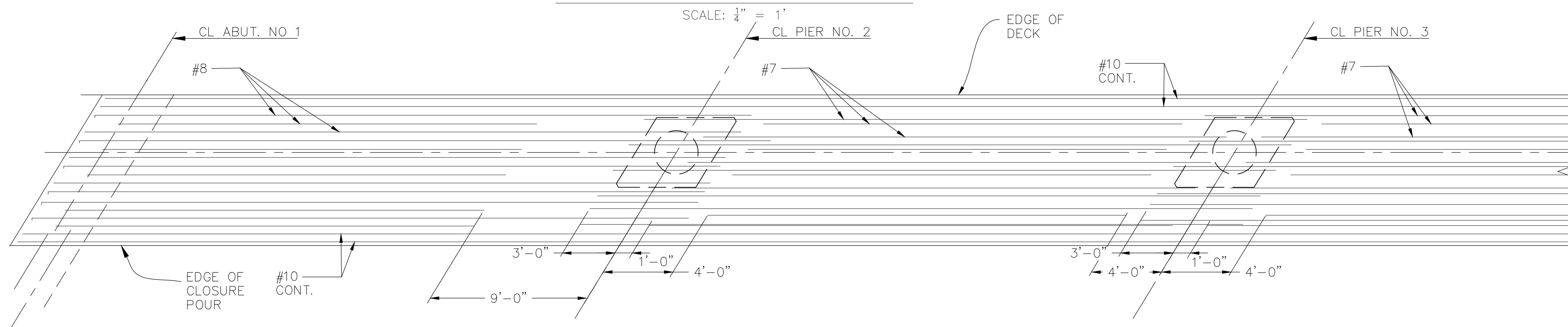
CAMBER DIAGRAM

NO SCALE



REINFORCEMENT - TOP SLAB

SCALE: $\frac{1}{4}$ " = 1'



REINFORCEMENT - BOTTOM SLAB

SCALE: $\frac{1}{4}$ " = 1'

NOTES:

ALL REINFORCEMENT PLACED AT 6" MINIMUM SPACING.

Xrefs: DCBT-C-RDIs-border\Dry_Creek_Dorling_Bridge_AsBuilt_Topo
Images: cropped COR black logo.tif

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.

FIELD BOOK

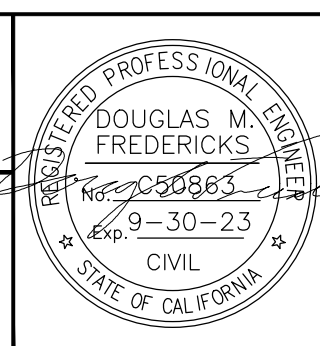
CITY# 400022

CITY OF ROSEVILLE
CALIFORNIA

PSOMAS

1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122

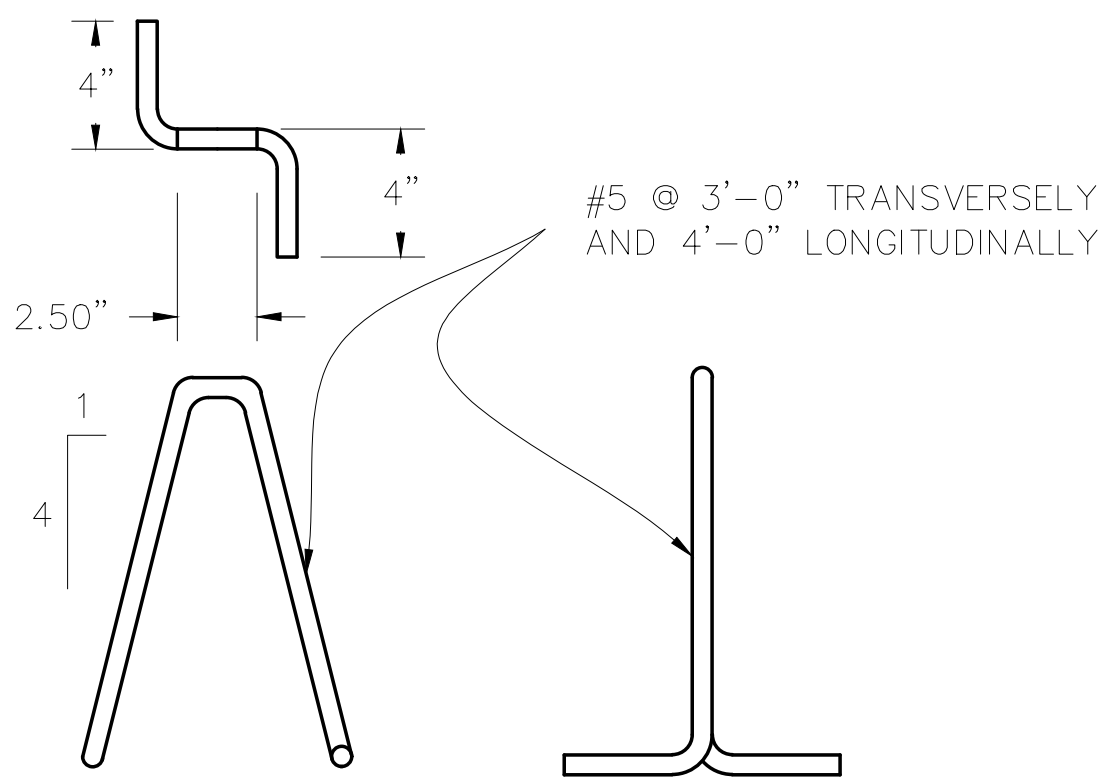
DESIGNED BY: Y. PROKOFYEVA DATE: 05/2023
CHECKED BY: D. FREDERICKS DATE: 05/2023
DRAWN BY: A. JAUREGUI DATE: 05/2023



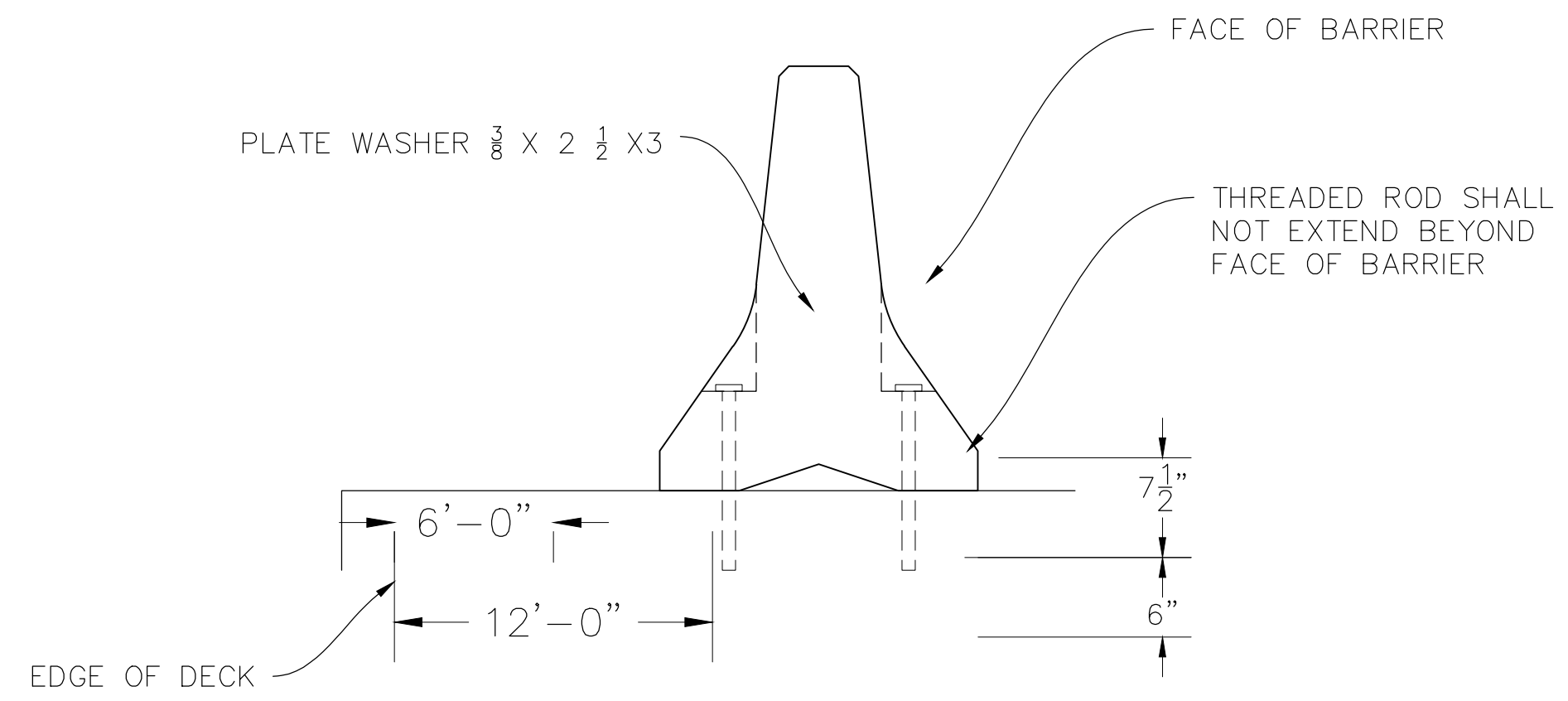
DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
SLAB REINFORCING DETAILS NO.1

SW-06

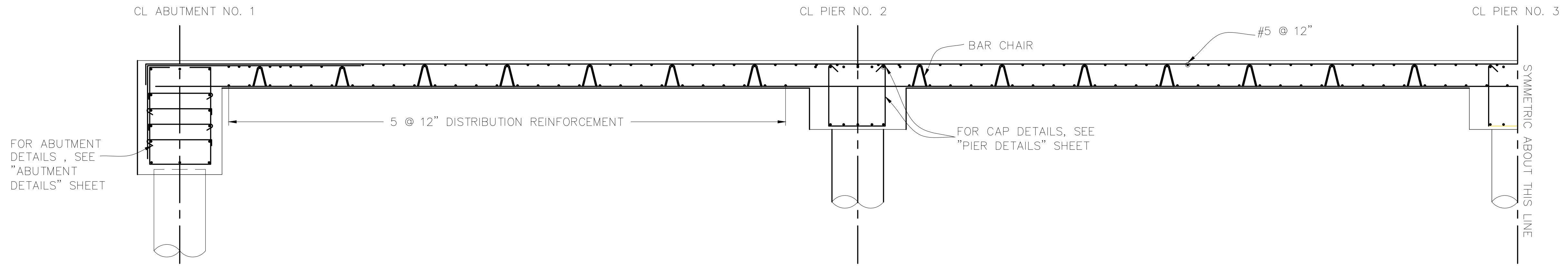
SHEET 148 OF 168



BAR CHAIR DETAIL
1" = 1'-0"
B9-5
X-4



TYPE K RAILING ATTACHMENT DETAIL
SCALE: 1" = 1'



LONGITUDINAL SECTION
NO SCALE

Xrefs: s:\border\Dry_Creek_Dorling_Bridge
Images: cropped COR black logo.tif

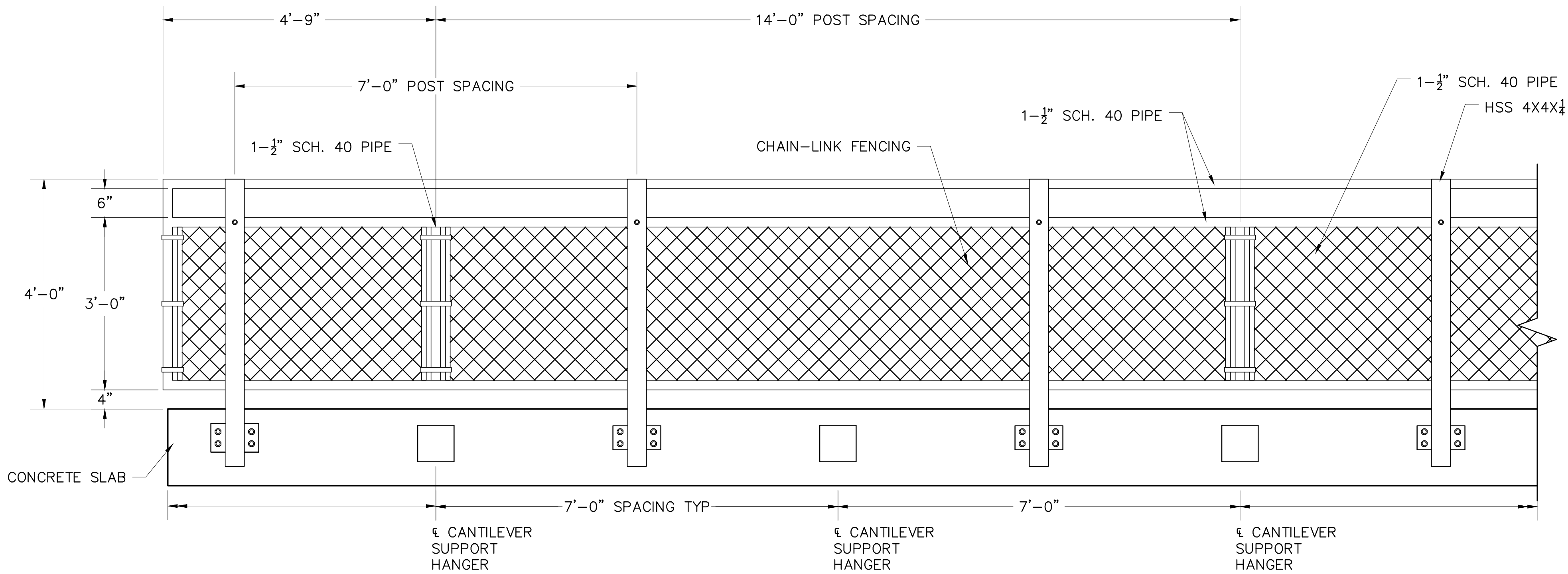
REVISIONS				BENCH MARK ELEV. _____	FIELD BOOK	CITY# 400022		PSOMAS 1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122		DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT SLAB REINFORCING DETAILS NO.2	SHEET 149 OF 168
NO.	DESCRIPTION	DATE	BY								

Plotted: 05/18/2023 21:49:18. | Drawing: P:\6ROS013800\TRANSP\DESIGN\BRIDGE\3.0 DESIGN\1.0 DRAWINGS\SHEETS\Bridge Widening\46-DCBT-SS07.dwg | Layout: SW-07 | By: cheryl.spotz

SW-07

NOTES:

- RAILS, POSTS, AND PICKETS SHALL BE BLACK POWDER COATED TUBULAR STEEL.
- WELDS SHALL BE SLOT OR FILLET WELDS EQUAL TO THICKNESS OF PIPE. WELD ALL JOINTS ALL AROUND. GRIND SMOOTH TYPICAL.
- ALL PAINT AND PRIMER SHALL BE APPLIED TO CLEAN SURFACES IN 5 MIL. COATS. FINISH COLOR SHALL MATCH POWDER COAT SHEEN, AND BE RUSTOLEUM TYPE PAINT OR APPROVED EQUAL.
- PEDESTRIAN RAILING SHALL MEET ALL CURRENT CBC REQUIREMENTS.
- PIPE MUST COMPLY WITH ASTM A53, GRADE A.
- SLIP JOINTS SHALL BE PLACED ADJACENT TO EXPANSION JOINTS.
- LOCATE POSTS AT ALL DIRECTIONAL CHANGES AND ALL PROPERTY LINE CORNERS AND TERMINATIONS.
- FOR POST CONNECTION IN RETAINING WALLS, SEE "POST POCKET" DETAIL ON CALTRANS STANDARD PLANS B11-47.



SW-08
1a
PEDESTRIAN RAILING DETAIL 1
NTS

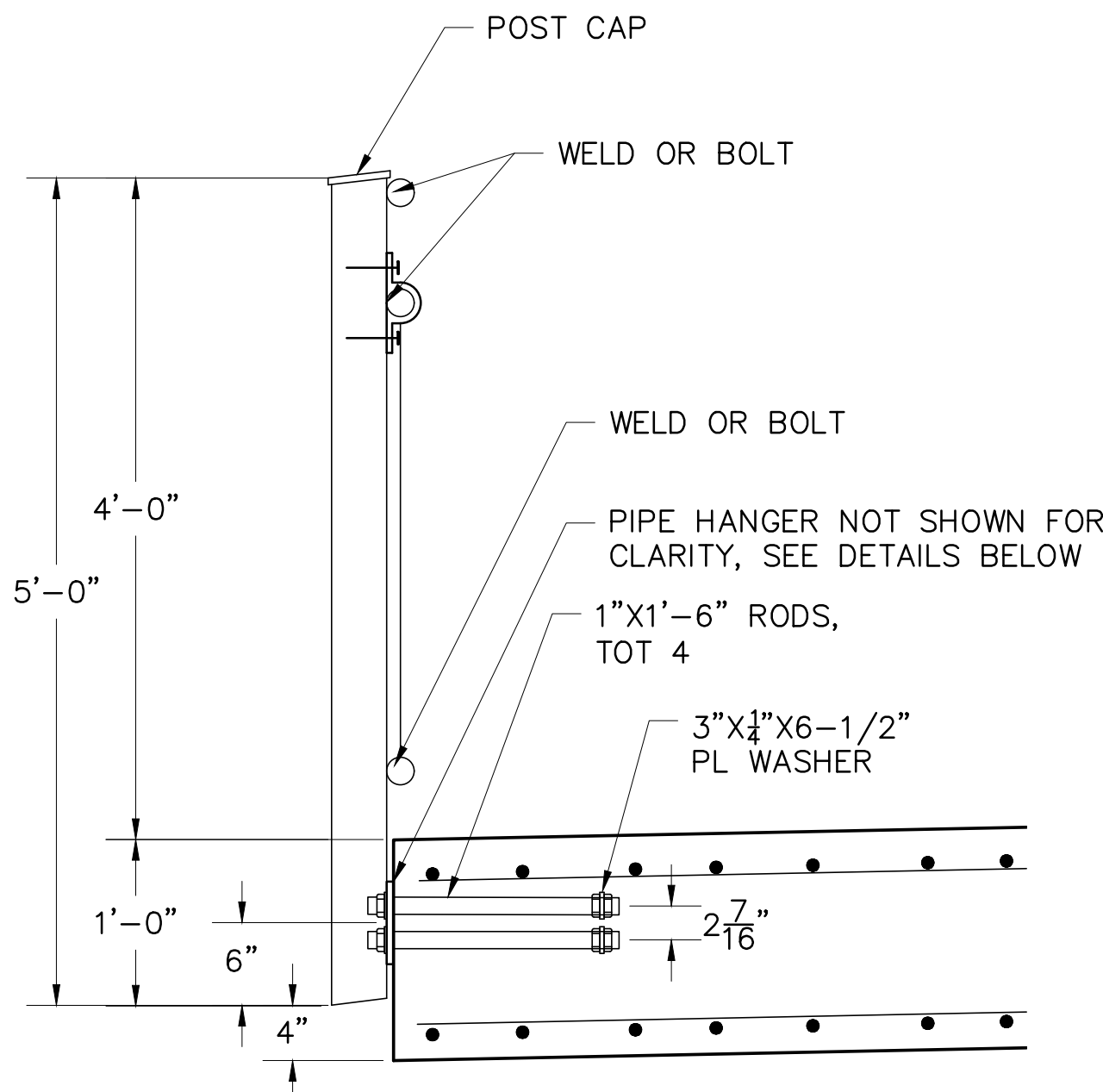
CANTILEVER SUPPORT HANGER NOTES:

NOTE: "HILTI" MODEL NUMBERS OR EQUAL.

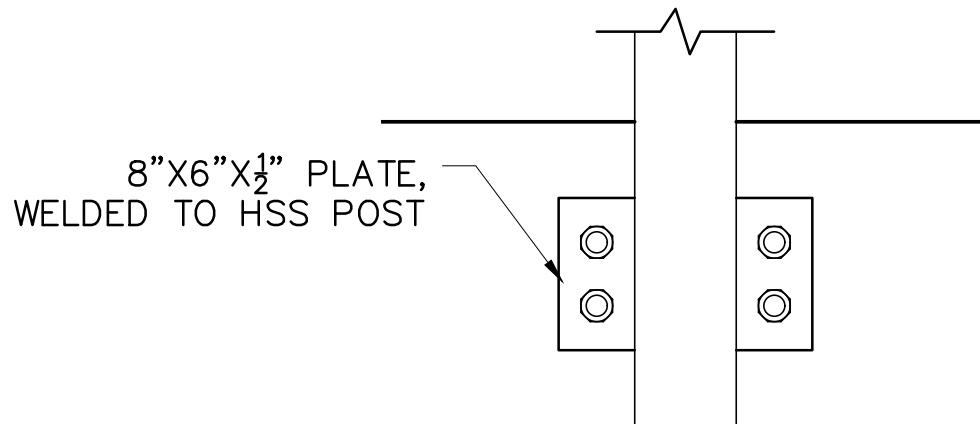
- RAILS, I-GIRDER MT-80 S OC
- 4-HOLE BASEPLATE MT-B-GS 04U OC
- HILTI EXP ANCHOR KB-TZ2 1/2X4 1/2 SS304
- THREAD FORMING BOLT MT-TFB OC
- GIRDER END CAP MT-EC-80
- FIXATION ANGLE MT-FA-G M16 5/8 OC
- SLIDER PLATE MT-PS-GS OC
- U-BOLT HDG & PLASTIC COATING:
 - 3" PIPE = #14 U-BOLTS W/4 NUTS/4 FW & PLAS
 - 4" PIPE = #14 U-BOLTS W/4 NUTS/4 FW & PLAS

ASSUMED CONSTRUCTION SEQUENCE:

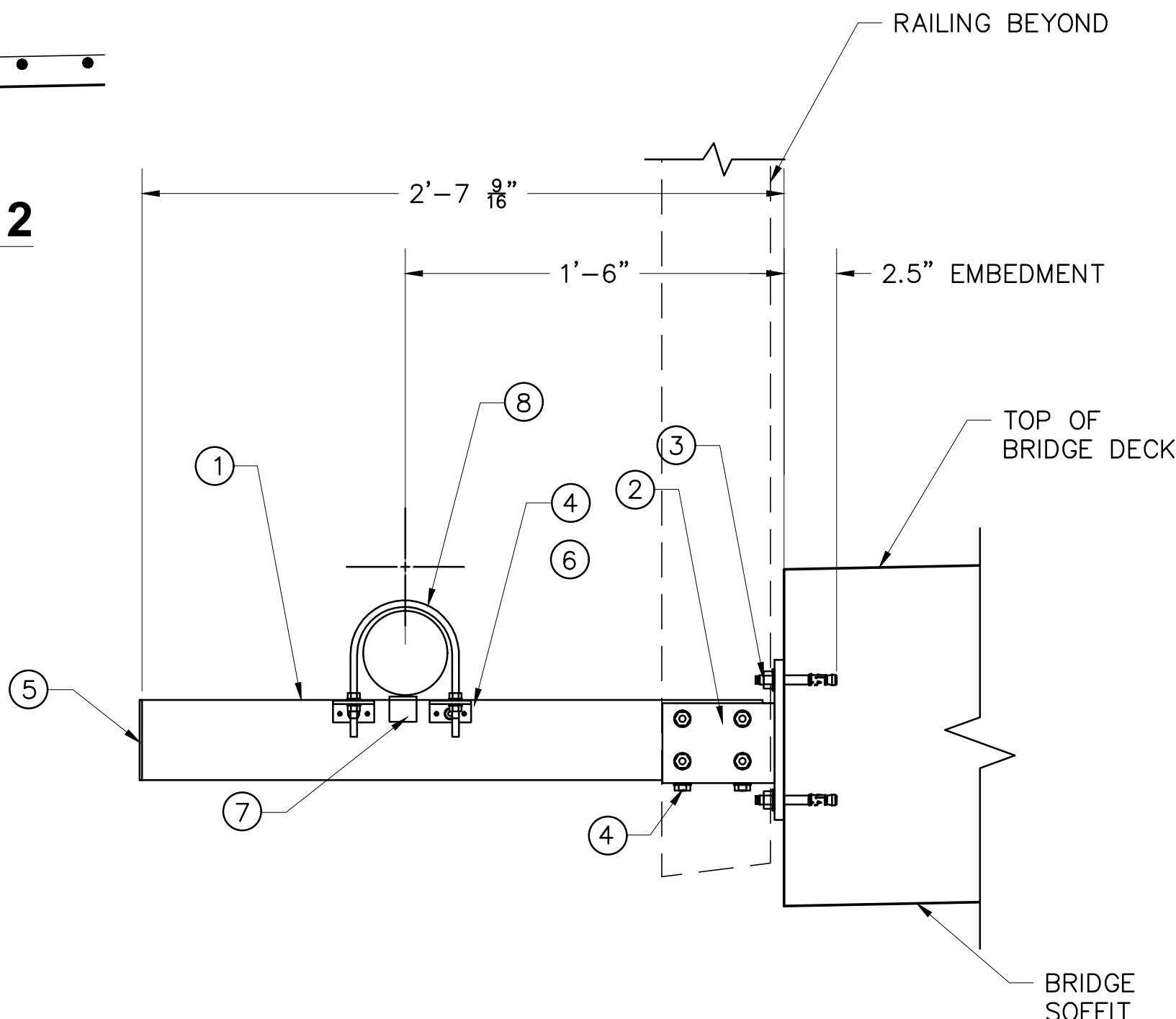
- CONTACT PG&E PROJECT MANAGER TO OBTAIN STATUS OF RELOCATION.
- PG&E TO "CUT AND CAP" PIPE BEFORE APRIL 2024, AND INSTALL NEW VALVE TIE-IN LOCATIONS. REQUIRES ONE MONTH NOTICE TO PG&E.
- CONTRACTOR TO REMOVE EXISTING GAS LINE AND HANGERS
- CONTRACTOR TO COMPLETE THE BRIDGE WIDENING, INSTALL HANGERS SHOWN, AND CONSTRUCT RETAINING WALL #3.
- PG&E TO INSTALL THE 4" GAS LINE ON THE NEW HANGARS.



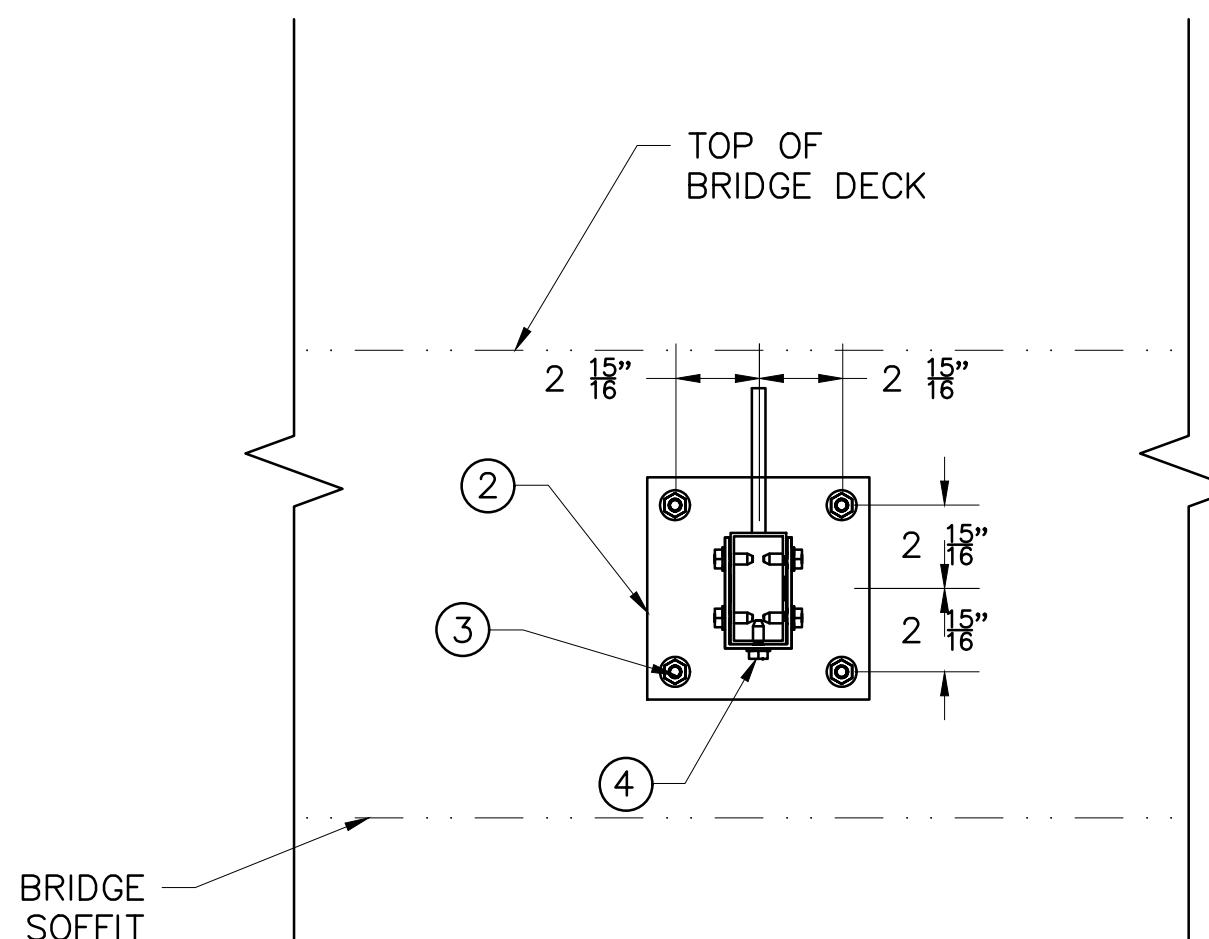
SW-08
1b
PEDESTRIAN RAILING DETAIL 2
NTS



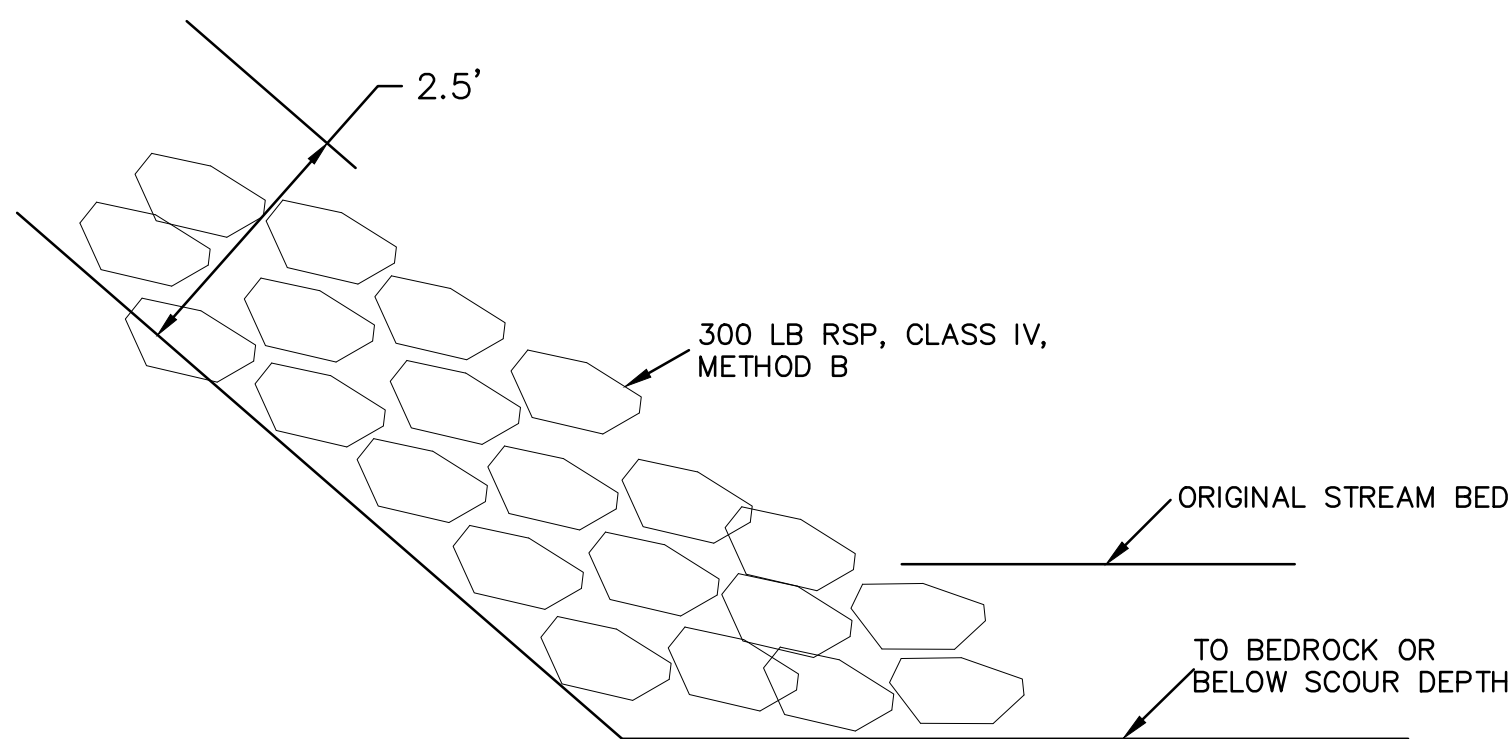
SW-08
3
POST PLATE DETAIL
1" = 1'-0"



SW-08
4
CANTILEVER SUPPORT HANGER SECTION
1" = 1'-0"



SW-08
5
CANTILEVER SUPPORT HANGER ELEVATION
1" = 1'-0"



SW-08
2
ROCK SLOPE PROTECTION
1" = 1'-0"

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.

FIELD BOOK

CITY# 400022

CITY OF
ROSEVILLE
CALIFORNIA

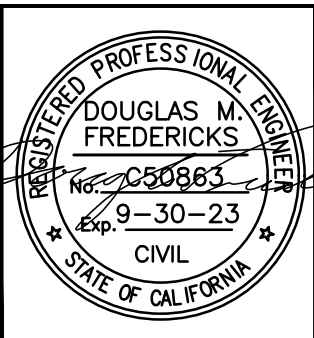
PSOMAS

1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122

DESIGNED BY: Y. PROKOFYEVA DATE: 05/2023

CHECKED BY: D. FREDERICKS DATE: 05/2023

DRAWN BY: A. JAUREGUI DATE: 05/2023



DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
MISCELLANEOUS DETAILS NO.1

SHEET
150
OF
168

REFERENCE: CALTRANS SOIL & ROCK LOGGING, CLASSIFICATION, AND PRESENTATION MANUAL (2010)

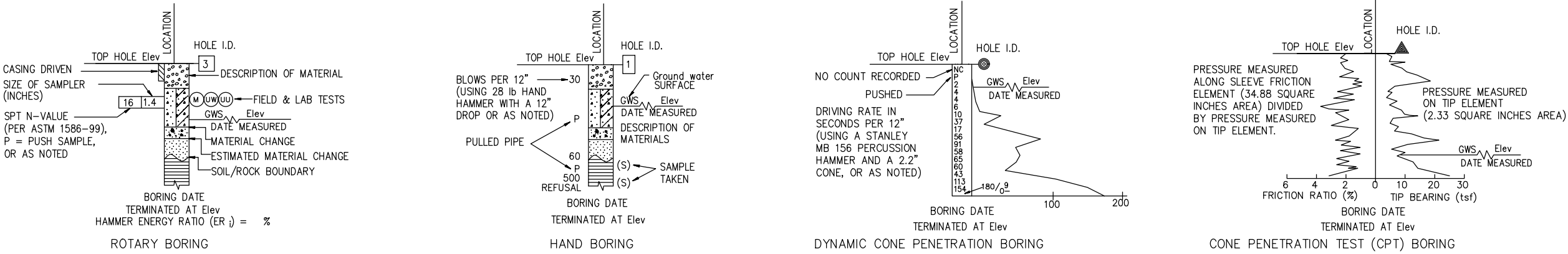
CEMENTATION	
DESCRIPTION	CRITERIA
WEAK	CRUMBLES OR BREAKS WITH HANDLING OR LITTLE FINGER PRESSURE.
MODERATE	CRUMBLES OR BREAKS WITH CONSIDERABLE FINGER PRESSURE.
STRONG	WILL NOT CRUMBLE OR BREAK WITH FINGER PRESSURE.

LEGEND - SOIL (SHEET 1 OF 2)

BOREHOLE IDENTIFICATION		
SYMBOL	HOLE TYPE	DESCRIPTION
	A	AUGER BORING (HOLLOW OR SOLID STEM BUCKET)
	R	ROTARY DRILLED BORING (CONVENTIONAL)
	RW	ROTARY DRILLED WITH SELF-CASING WIRE-LINE
	RC	ROTARY DRILLED DIAMOND CORE
	RC	ROTARY CORE WITH CONTINUOUSLY-SAMPLED, SELF-CASING WIRE-LINE
	HD	HAND DRIVEN (1-INCH SOIL TUBE)
	HA	HAND AUGER
	D	DYNAMIC CONE PENETRATION BORING
	CPT	CONE PENETRATION TEST (ASTM D 5778)
	O	OTHER (NOTE ON LOTB)

Note: Size in inches.

CONSISTENCY OF COHESIVE SOILS				
DESCRIPTION	SHEAR STRENGTH (tsf)	POCKET PENETROMETER MEASUREMENT, PP, (tsf)	TORVANE MEASUREMENT, TV, (tsf)	VANE SHEAR MEASUREMENT, VS, (tsf)
VERY SOFT	LESS THAN 0.12	LESS THAN 0.25	LESS THAN 0.12	LESS THAN 0.12
SOFT	0.12 - 0.25	0.25 - 0.5	0.12 - 0.25	0.12 - 0.25
MEDIUM STIFF	0.25 - 0.5	0.5 - 1	0.25 - 0.5	0.25 - 0.5
STIFF	0.5 - 1	1 - 2	0.5 - 1	0.5 - 1
VERY STIFF	1 - 2	2 - 4	1 - 2	1 - 2
HARD	GREATER THAN 2	GREATER THAN 4	GREATER THAN 2	GREATER THAN 2



ENGINEERING SERVICES		GEOTECHNICAL SERVICES		CITY OF ROSEVILLE DEPARTMENT OF PUBLIC WORKS		DARLING WAY BRIDGE (WIDEN)	
FUNCTIONAL SUPERVISOR	DRAWN BY: Barrett Upgulf	FIELD INVESTIGATION BY: Barrett Upgulf		PROJECT MANAGER		BRIDGE NO.	
NAME: Kaiti Lewis	CHECKED BY: Kaiti Lewis/Chris Tumball					POST FILE	
ORIGINAL SCALE: 1"=20'		CU XXXXX		DISSEMINATED PRINTS BEARING EARLIER REVISION DATES		SHEET 1 OF 4	

REFERENCE: CALTRANS SOIL & ROCK LOGGING, CLASSIFICATION, AND PRESENTATION MANUAL (2010)

GROUP SYMBOLS AND NAMES			
GRAPHIC/SYMBOL		GROUP NAMES	
	GW	WELL-GRADED GRAVEL	LEAN CLAY
	GP	WELL-GRADED GRAVEL WITH SAND	LEAN CLAY WITH GRAVEL
	GM-GM	POORLY-GRADED GRAVEL	SANDY LEAN CLAY
	GP	POORLY-GRADED GRAVEL WITH SAND	SANDY LEAN CLAY WITH GRAVEL
	GW-GC	WELL-GRADED GRAVEL WITH SILT	LEAN CLAY WITH GRAVEL
	GP-GC	WELL-GRADED GRAVEL WITH SILT AND SAND	SANDY LEAN CLAY WITH GRAVEL
	GM-GM	POORLY-GRADED GRAVEL WITH SILT	SANDY SILT
	GP-GC	POORLY-GRADED GRAVEL WITH SILT AND SAND	SANDY SILT WITH GRAVEL
	GP	POORLY-GRADED GRAVEL WITH CLAY	SANDY SILT WITH GRAVEL
	GP-GC	POORLY-GRADED GRAVEL WITH CLAY AND SAND	GRAVELLY SILT
	GM	SILTY GRAVEL	SILT WITH SAND
	GC	CLAYEY GRAVEL	SANDY SILT WITH GRAVEL
	GM-GC	SILTY, CLAYEY GRAVEL	GRAVELLY SILT
	SW	WELL-GRADED SAND	ORGANIC LEAN CLAY
	SP	POORLY-GRADED SAND	ORGANIC LEAN CLAY WITH GRAVEL
	SW-SM	WELL-GRADED SAND WITH SILT	SANDY ORGANIC LEAN CLAY
	SP-SM	WELL-GRADED SAND WITH SILT AND GRAVEL	GRAVELLY ORGANIC LEAN CLAY
	SW-SC	WELL-GRADED SAND WITH CLAY	ORGANIC FAT CLAY
	SP-SC	WELL-GRADED SAND WITH CLAY AND GRAVEL	ORGANIC FAT CLAY WITH GRAVEL
	SM	SILTY SAND	SANDY ORGANIC FAT CLAY
	SC	CLAYEY SAND	GRAVELLY ORGANIC FAT CLAY
	SM-SC	SILTY, CLAYEY SAND	ORGANIC ELASTIC SILT
	PT	PEAT	ORGANIC ELASTIC SILT WITH SAND
	OL/OLH	COBBLES AND BOULDERS	ORGANIC ELASTIC SILT WITH GRAVEL

FIELD AND LABORATORY TESTING

(C)	CONSOLIDATION (ASTM D 2435)
(CL)	COLLAPSE POTENTIAL (ASTM D 4546)
(CP)	COMPACTION CURVE (CTM 216)
(CR)	CORROSIVITY TESTING (CTM 645, CTM 422, CTM 417)
(CU)	CONSOLIDATED UNDRAINED TRIAXIAL (ASTM D 4767)
(DR)	DRAINED RESIDUAL SHEAR STRENGTH (ASTM D 6467)
(DS)	DIRECT SHEAR (ASTM D 3080)
(E)	EXPANSION INDEX (ASTM D 4829)
(M)	MOISTURE CONTENT (ASTM D 2216)
(OC)	ORGANIC CONTENT-% (ASTM D 2974)
(P)	PERMEABILITY (CTM 220)
(PA)	PARTICLE SIZE ANALYSIS (ASTM D 422)
(PI)	PLASTIDITY INDEX (AASHTO T 90)
(PL)	POINT LOAD INDEX (ASTM D 5731)
(PM)	PRESSURE METER
(R)	R-VALUE (CTM 301)
(SE)	SAND EQUIVALENT (CTM 217)
(SG)	SPECIFIC GRAVITY (AASHTO T 100)
(SW)	SMELL POTENTIAL (ASTM D 4546)
(UC)	UNCONFINED COMPRESSION-SOIL (ASTM D 2146)
(UC)	UNCONFINED COMPRESSION-ROCK (ASTM D 7012 METHOD C)
(UU)	UNCONSOLIDATED UNDRAINED TRIAXIAL (ASTM D 2850)
(UW)	UNIT WEIGHT (ASTM D 7263)

LEGEND - SOIL (SHEET 2 OF 2)

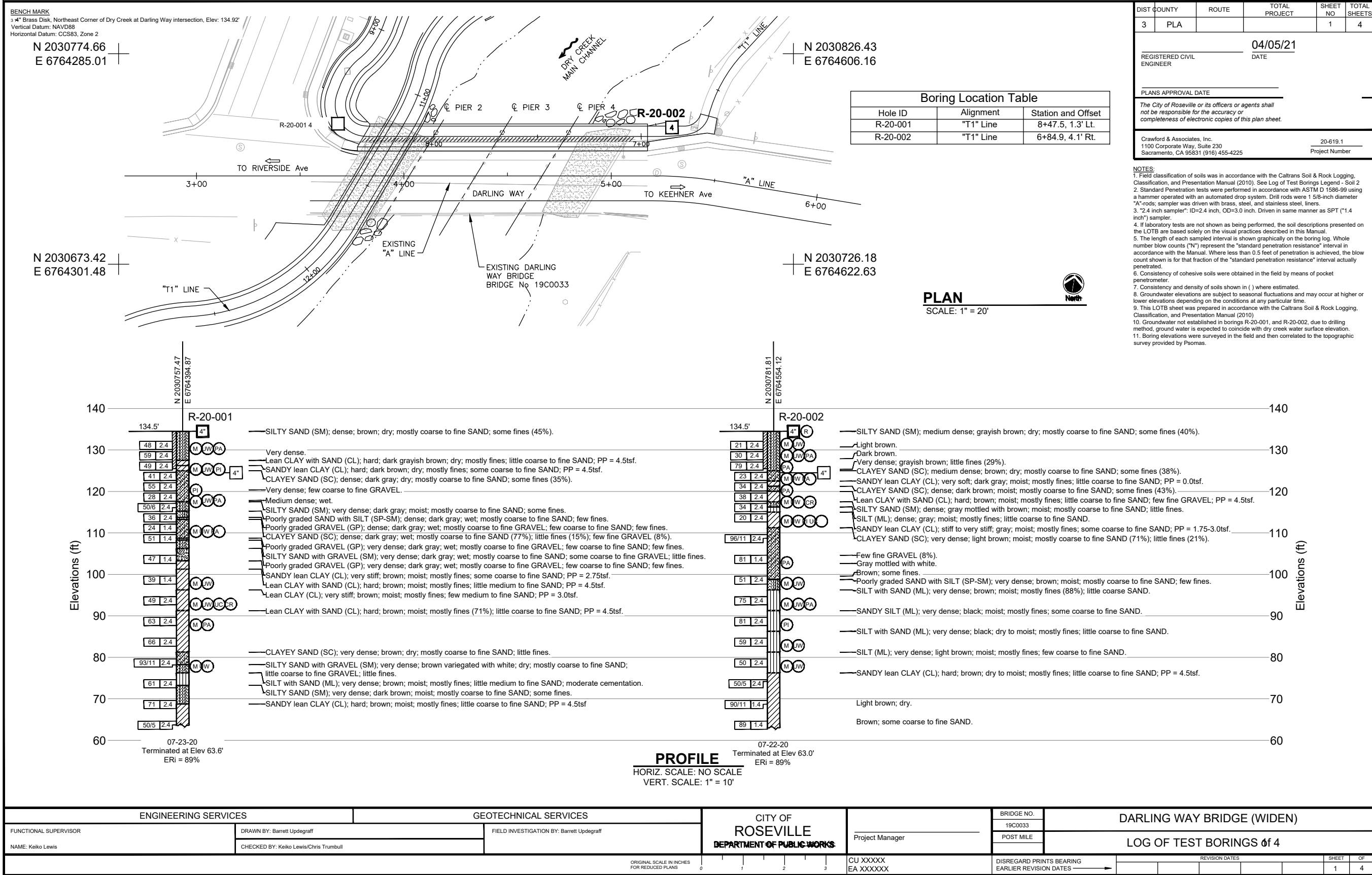
APPARENT DENSITY OF COHESIONLESS SOILS	
DESCRIPTION	SPT N 60 (BLOWS / 12 INCHES)
VERY LOOSE	0 - 5
LOOSE	5 - 10
MEDIUM DENSE	10 - 30
DENSE	30 - 50
VERY DENSE	GREATER THAN 50

MOISTURE	
DESCRIPTION	CRITERIA
DRY	NO DISCERNABLE MOISTURE
MOIST	MOISTURE PRESENT, BUT NO FREE WATER
WET	VISIBLE FREE WATER

PERCENT OR PROPORTION OF SOILS	
DESCRIPTION	CRITERIA
TRACE	PARTICLES ARE PRESENT BUT ESTIMATED TO BE LESS THAN 5%
FEW	5% - 10%
LITTLE	15% - 25%
SOME	30% - 45%
MOSTLY	50% - 100%

PARTICLE SIZE	
DESCRIPTION	SIZE
BOULDER	GREATER THAN 12"
COBBLE	3" - 12"
GRAVEL	COARSE
	1/3" - 3/4"
	FINE
SAND	COARSE
	1/16" - 1/5"
	FINE
SILT AND CLAY	1/300" - 1/64"
	LESS THAN 1/300"

ENGINEERING SERVICES		GEOTECHNICAL SERVICES		CITY OF ROSEVILLE DEPARTMENT OF PUBLIC WORKS		DARLING WAY BRIDGE (WIDEN)	
FUNCTIONAL SUPERVISOR	DRAWN BY: Barrett Upgulf	FIELD INVESTIGATION BY: Barrett Upgulf		PROJECT MANAGER		BRIDGE NO.	
NAME: Kaiti Lewis	CHECKED BY: Kaiti Lewis/Chris Tumball					POST FILE	
ORIGINAL SCALE: 1"=20'		CU XXXXX		DISSEMINATED PRINTS BEARING EARLIER REVISION DATES		SHEET 4 OF 4	



ENGINEERING SERVICES		GEOTECHNICAL SERVICES		CITY OF ROSEVILLE DEPARTMENT OF PUBLIC WORKS		DARLING WAY BRIDGE (WIDEN)	
FUNCTIONAL SUPERVISOR	DRAWN BY: Barrett Upgulf	FIELD INVESTIGATION BY: Barrett Upgulf		PROJECT MANAGER		BRIDGE NO.	
NAME: Kaiti Lewis	CHECKED BY: Kaiti Lewis/Chris Tumball					POST FILE	
ORIGINAL SCALE: 1"=20'		CU XXXXX		DISSEMINATED PRINTS BEARING EARLIER REVISION DATES		SHEET 1 OF 4	

REVISIONS

NO.	DESCRIPTION	DATE	BY

BENCH MARK

ELEV.	

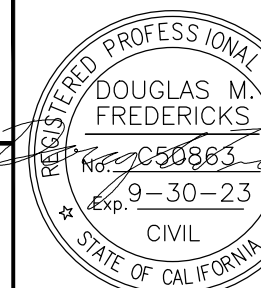
FIELD BOOK

CITY# 400022



PSOMAS

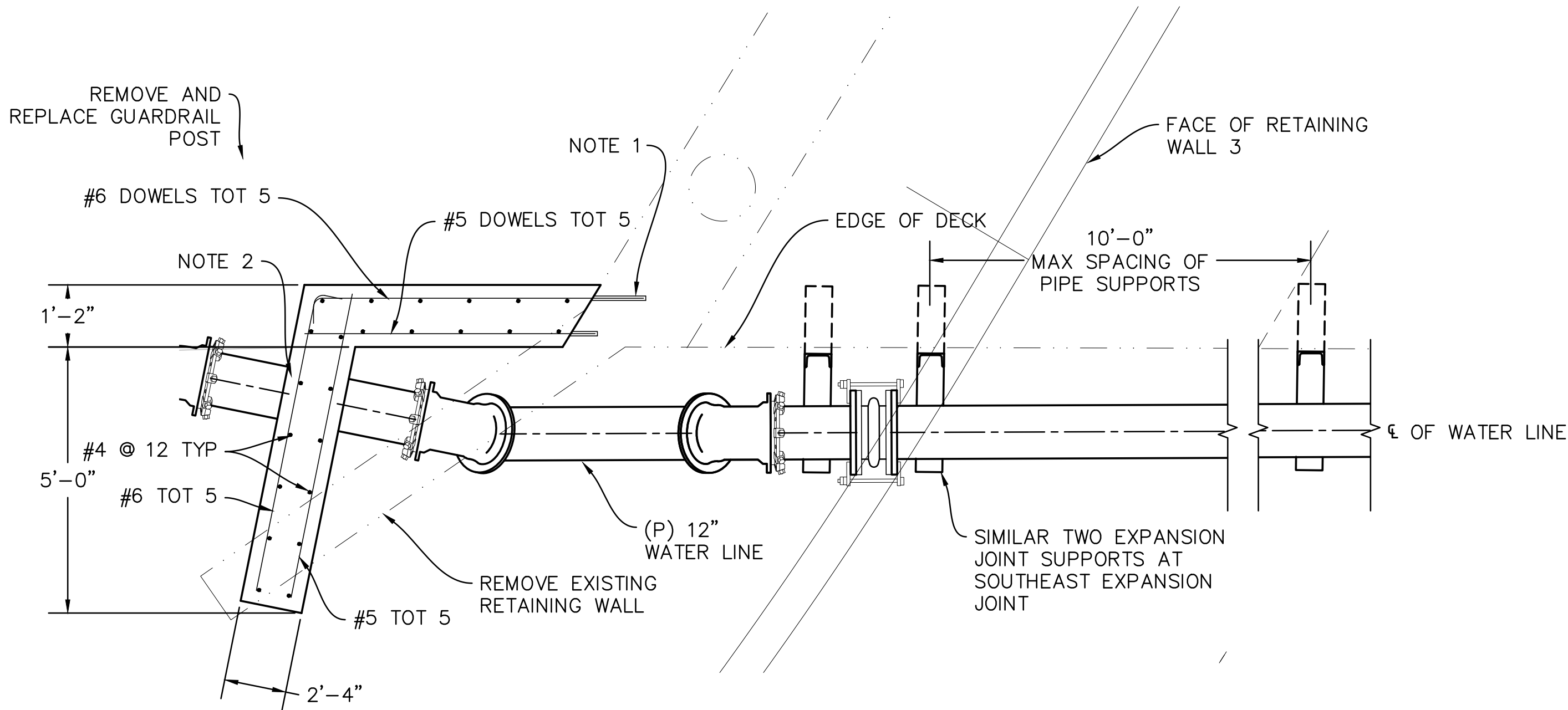
DESIGNED BY:	Y. PROKOFEVA	DATE:	05/2023
CHECKED BY:	D. FREDERICKS	DATE:	05/2023
DRAWN BY:	A. JAUREGUI	DATE:	05/2023



DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT LOG OF TEST BORINGS

SHEET
151
OF
168

Xrefs: DCBT-C-RDIs_Border[DCBT-C-ALIGN[DCBT-C-TOPO-ADDITIONS] 20-103-LWD_Base[Dry_Creek_Darling_Bridge_AsBuilt_TopolPipe[Dry_Creek_Darling_Bridge
Images: cropped COR_black_logo.tif]

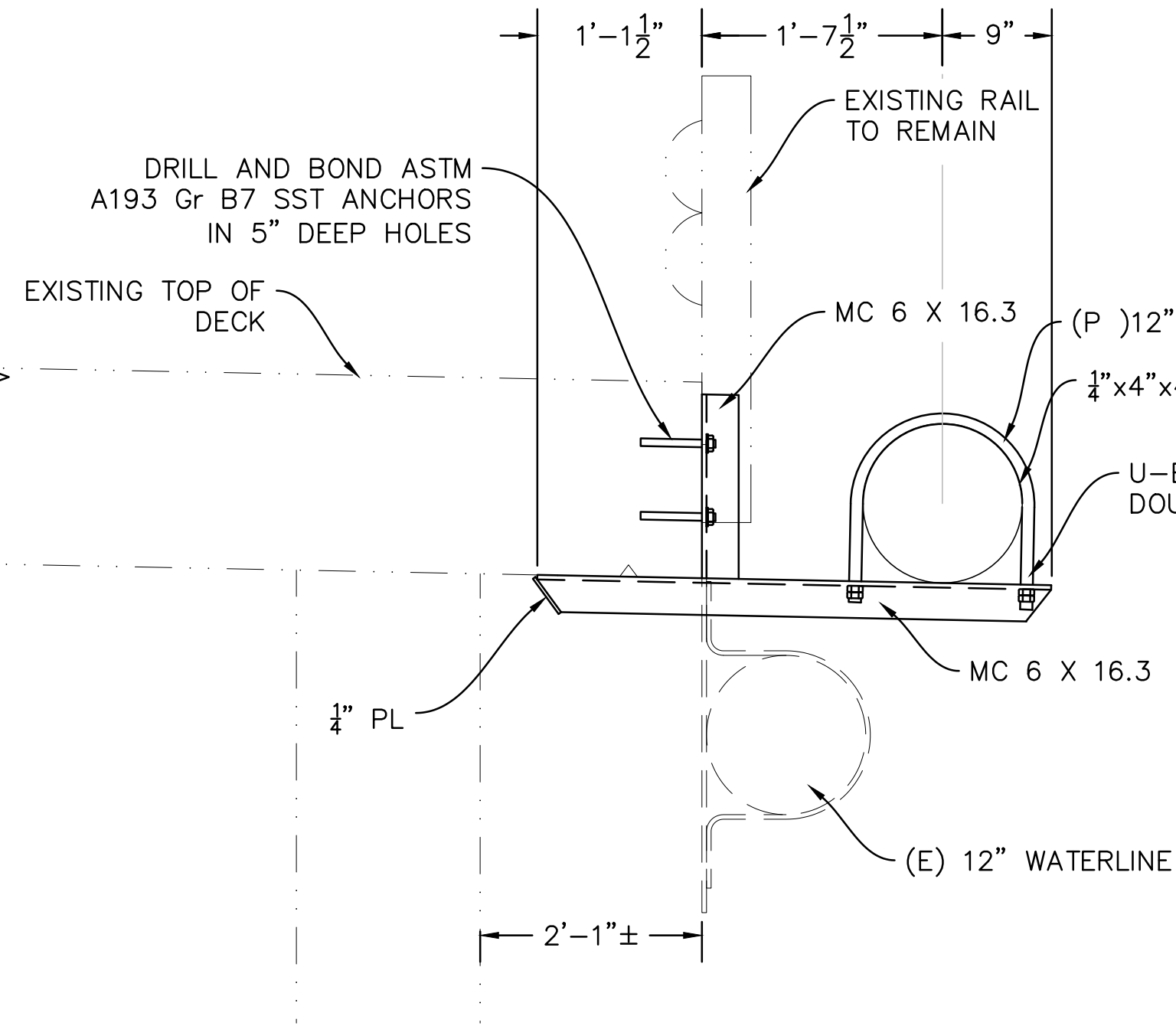


SOUTHWEST WING WALL PLAN

SCALE: 1/2" = 1'

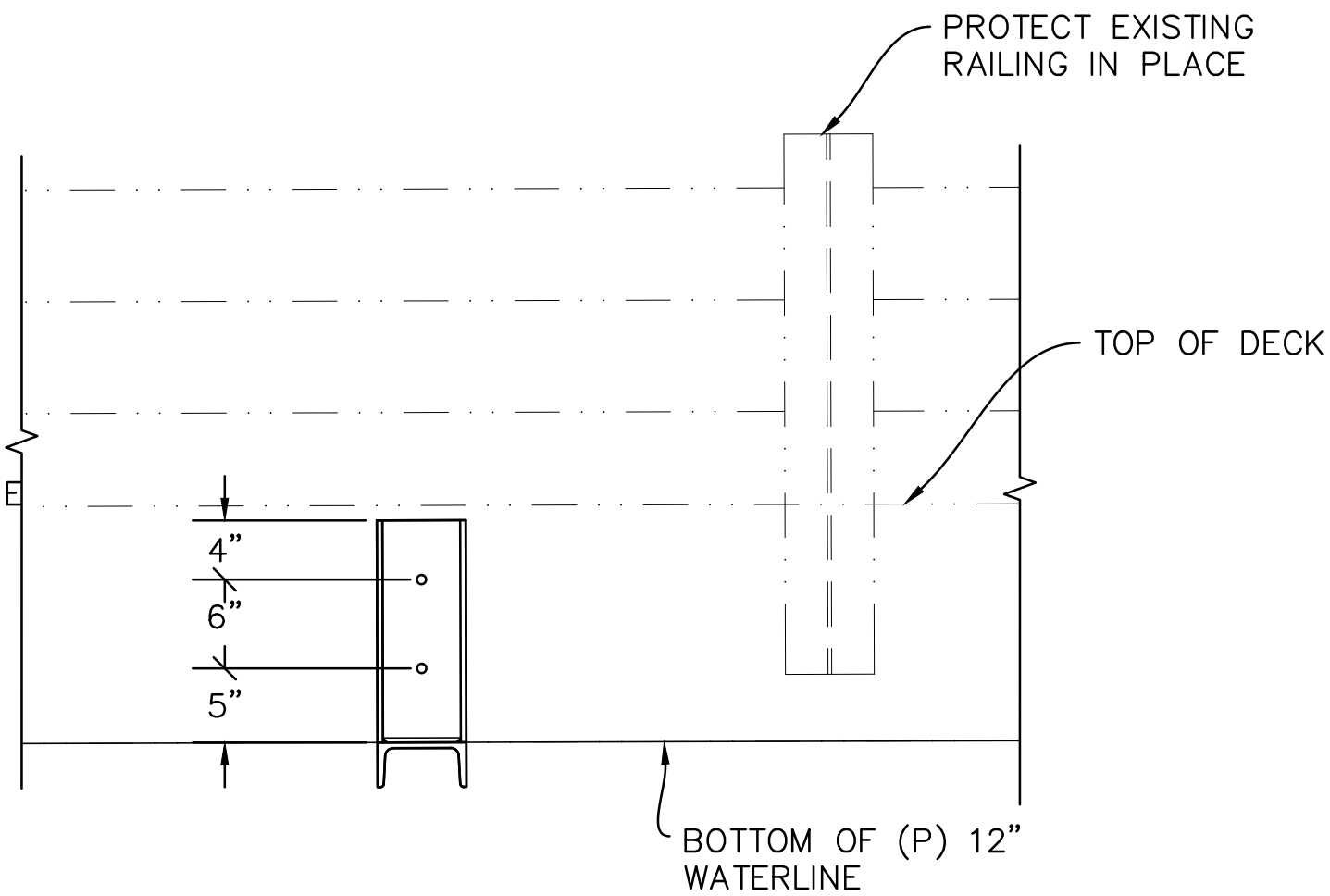
NOTES

1. DRILL AND BOND #6 DOWELS IN 12" DEEP HOLES.
DRILL AND BOND #4 DOWELS IN 6" DEEP HOLES.
2. PROVIDE LINK-SEAL AROUND PIPE OPENING.



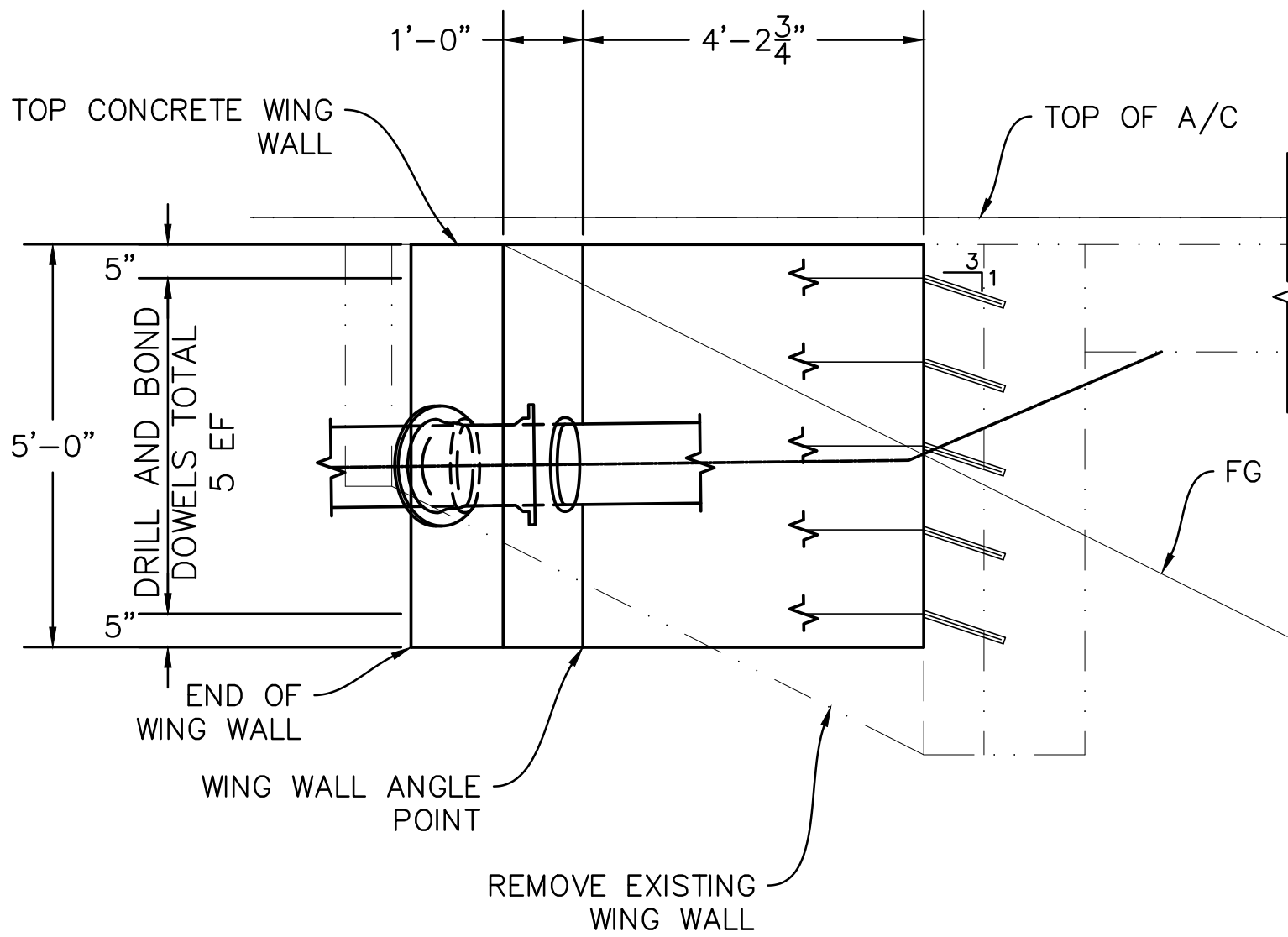
WATERLINE SUPPORT SECTION

SCALE: 1" = 1'



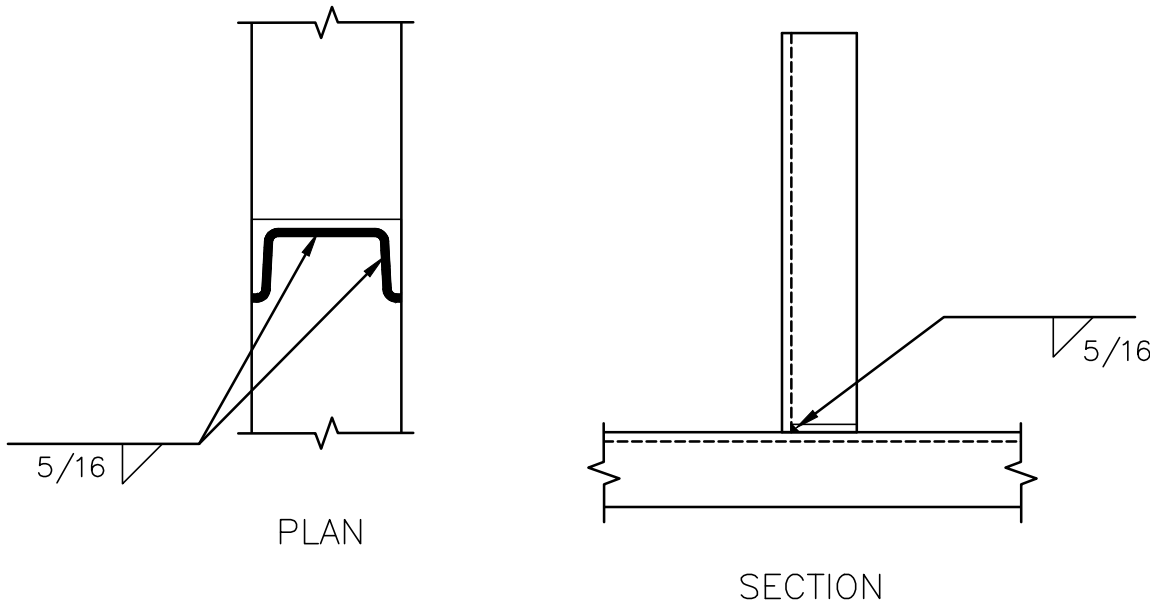
WATERLINE SUPPORT ELEVATION

SCALE: 1" = 1'



SOUTHWEST WING WALL ELEVATION

SCALE: 1/2" = 1'



WELD DETAILS

SCALE: NTS

DARLING WAY BRIDGE

0 1 2 DRAWING SHALL BE AT INDICATED SCALE WHEN BAR UNITS MEASURE IN INCHES.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.

FIELD BOOK

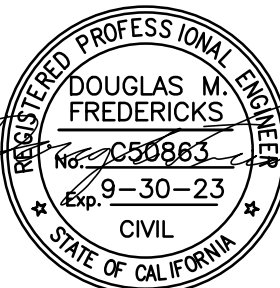
CITY# 400022



P S O M A S

1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122

DESIGNED BY: Y. PROKOFYEVA DATE 05/2023
CHECKED BY: D. FREDERICKS DATE 05/2023
DRAWN BY: A. JAUREGUI DATE 05/2023

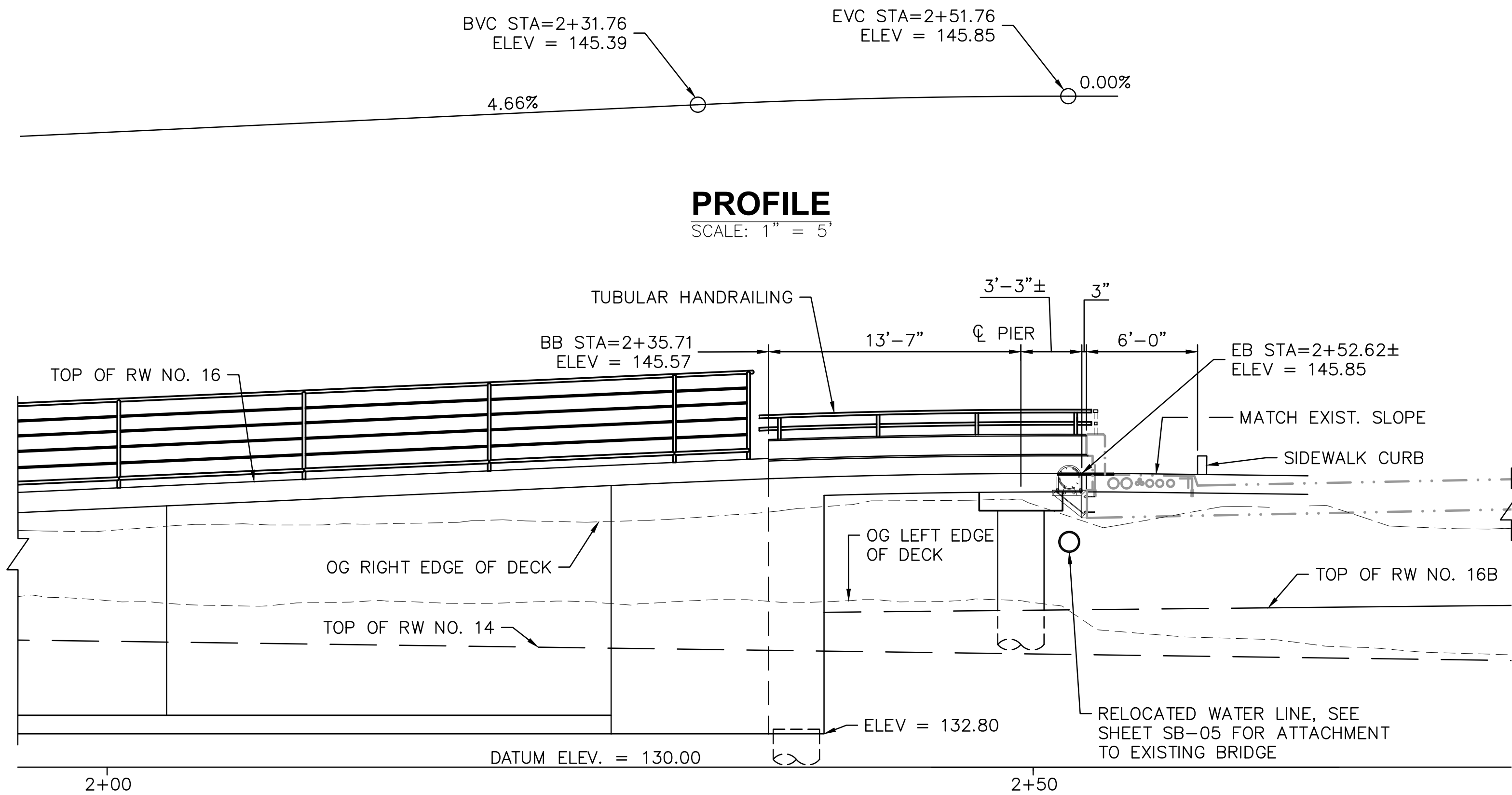


**DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
12" WATERLINE RELOCATION**

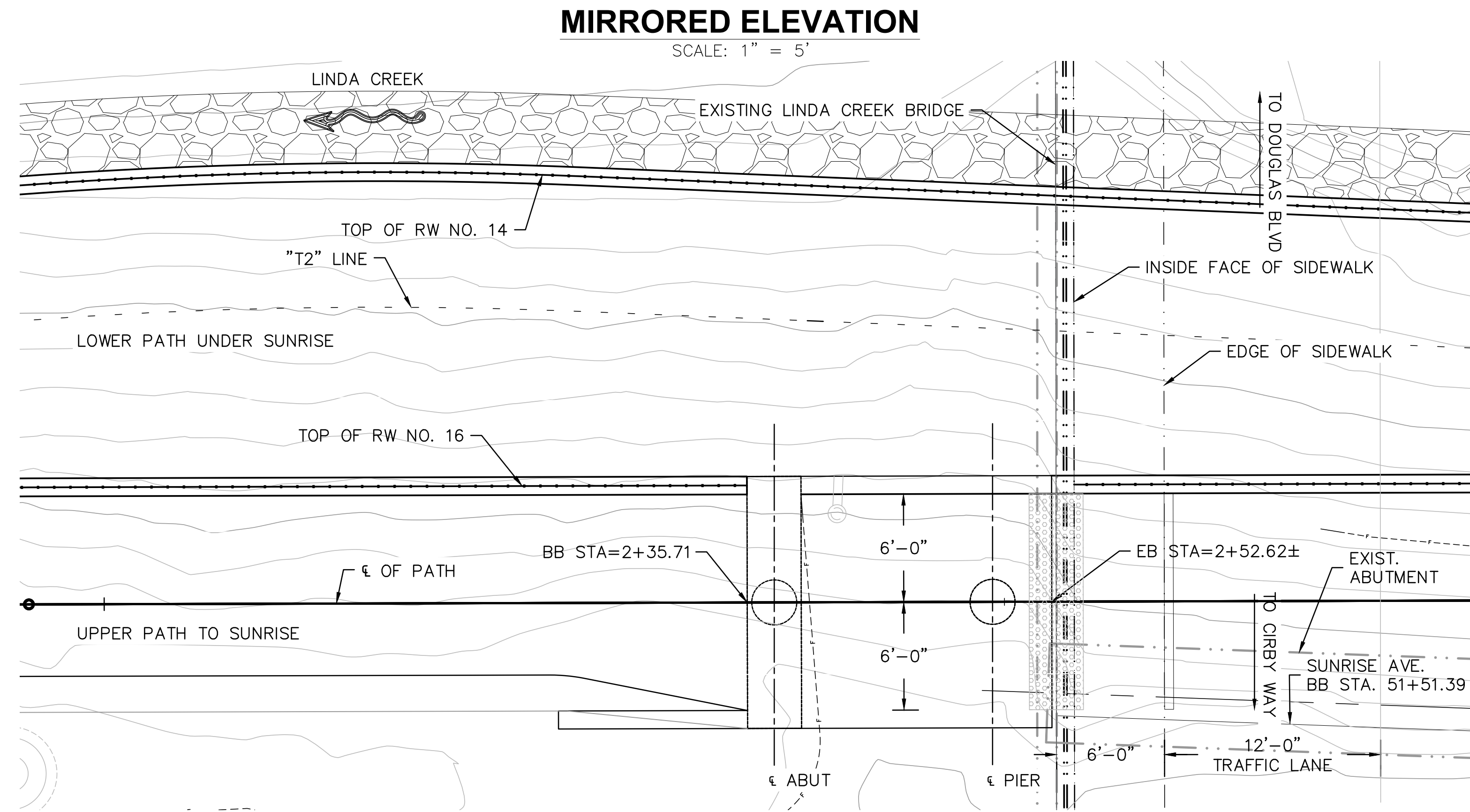
SW-10

SHEET
152
OF
168

Xrefs: s:\border\Dry_Creek_Sunrise_Connector_Plan\Prof\DCBT-C-RD\ 20-103-LWD_Base\ DCBT-C-ALON\ Dry_Creek_Sunrise_Bridge_OG_Surface
Images: cropped COR_black_logo.tif\Sunrise_Linda_Creek_Aerial_Image.jpg



PROFILE
SCALE: 1" = 5'



MIRRORED ELEVATION
SCALE: 1" = 5'



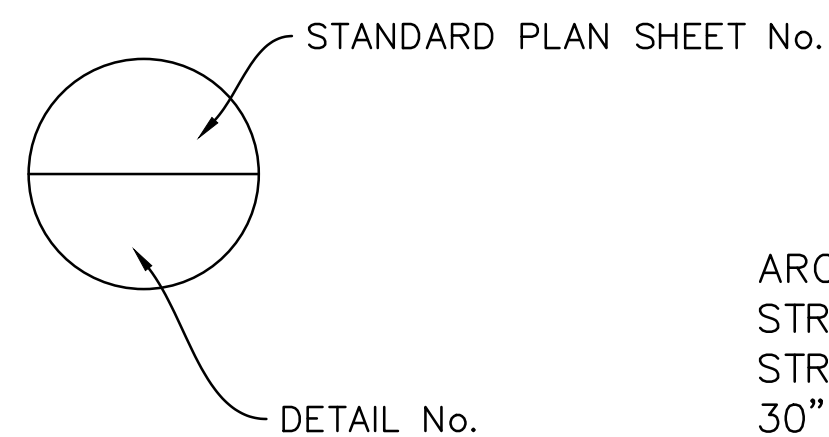
PLAN
SCALE: 1" = 5'

INDEX TO PLANS

SHT. NO.	TITLE
SB-01	Bridge General Plan
SB-02	Foundation & Abutment Plan
SB-03	Removal Details
SB-04	Bridge Details 1
SB-05	Bridge Details 2

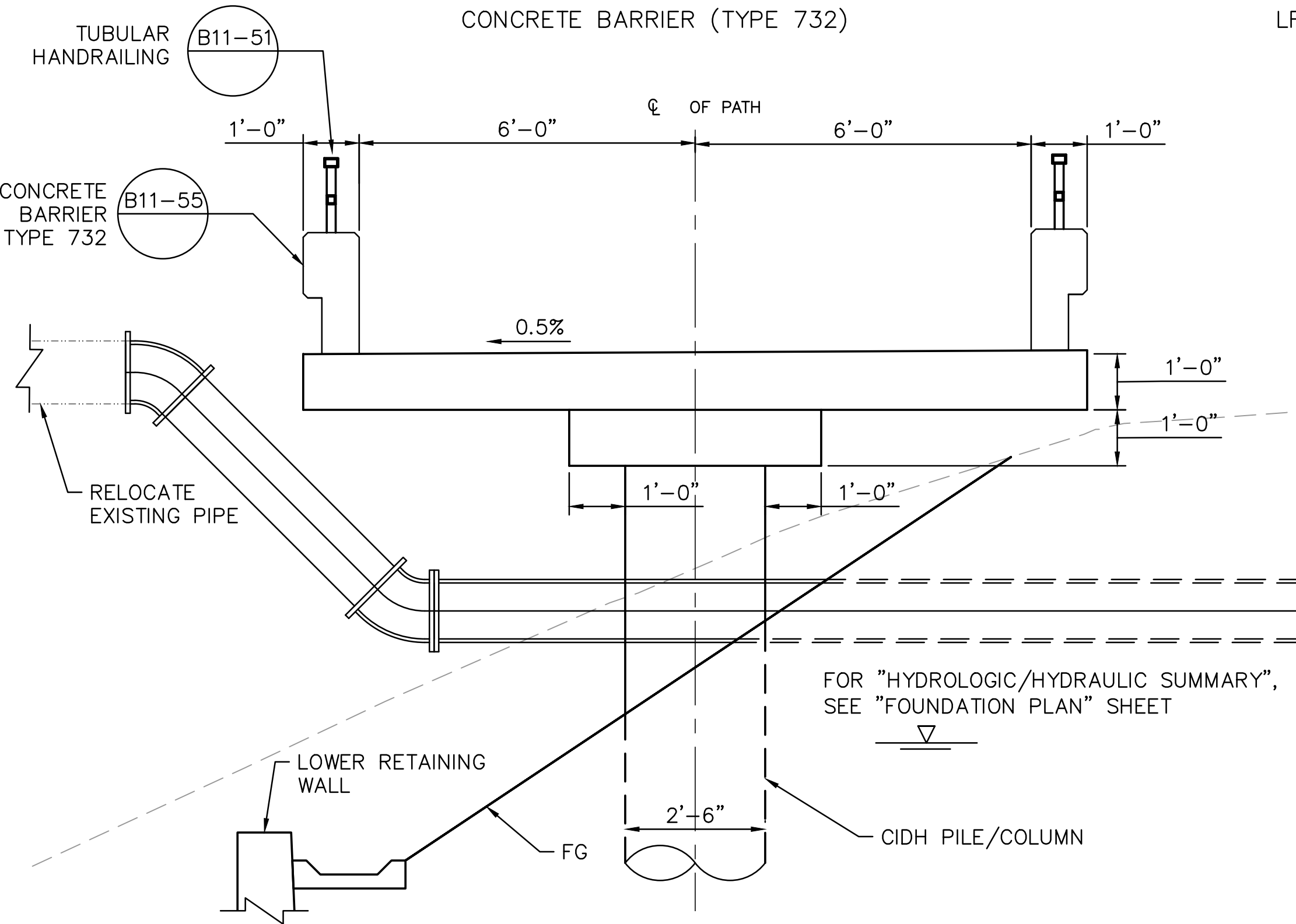
STANDARD PLANS DATED 2018

A10A	Acronyms and Abbreviations (Sheet 1 of 2)
A10B	Acronyms and Abbreviations (Sheet 2 of 2)
A10C	Symbols (Sheet 1 of 2)
A10D	Symbols (Sheet 2 of 2)
BO-1	Bridge Details
RSP B6-21	Joint Seal (Maximum Movement Rating = 2")
B11-56	Concrete Barrier Type 842



QUANTITIES

ARCHITECTURAL TREATMENT	SQFT
STRUCTURE EXCAVATION (BRIDGE)	CY
STRUCTURE BACKFILL (BRIDGE)	CY
30" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF
STRUCTURAL CONCRETE, SUBSTRUCTURE	CY
STRUCTURAL CONCRETE, SUPERSTRUCTURE	CY
JOINT SEAL (MR 2")	LF
BAR REINFORCING STEEL (BRIDGE)	LB
ROCK SLOPE PROTECTION (300 LB, Class IV, METHOD B)	CY
TUBULAR HANDRAILING	LF
CONCRETE BARRIER (TYPE 732)	LF



TYPICAL SECTION
SCALE: 1/2" = 1'

SB-01

REVISIONS			
NO.	DESCRIPTION	DATE	BY

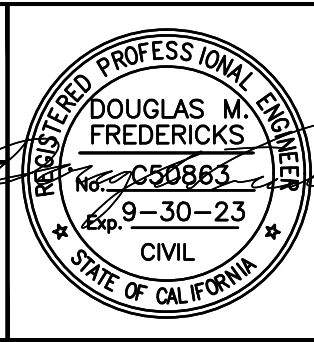
BENCH MARK	ELEV.

FIELD BOOK

CITY# 400022



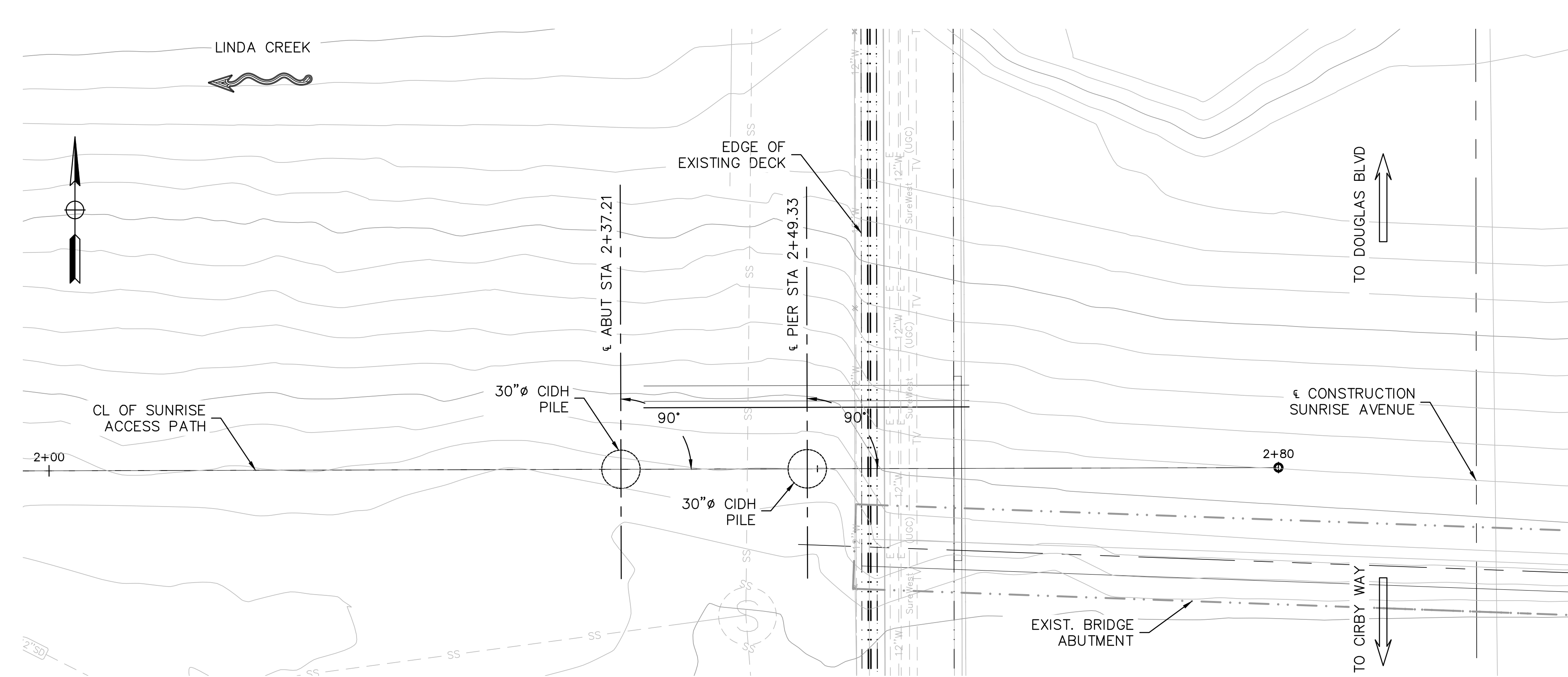
PSOMAS			
1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122			
DESIGNED BY:	Y. PROKOFEYVA	DATE	05/2023
CHECKED BY:	D. FREDERICKS	DATE	05/2023
DRAWN BY:	A. JAUREGUI	DATE	05/2023



DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
SUNRISE CONNECTOR GENERAL PLAN

SHEET
153
OF
168

Xrefs: s:\border\Dry_Creek_Sunrise_Connector_FND\DCBT-C-RD\Dry_Creek_Sunrise_Connector_Plan&Prof\ 20-103-LMO_Base\ DCBT-C-ALIGN\ Dry_Creek_Sunrise_Bridge_OG_Surface\DCBT-X-UTIL
Images: cropped COR_black_logo.tif\|Sunrise_Linda_Creek_Aerial_Image.jpg



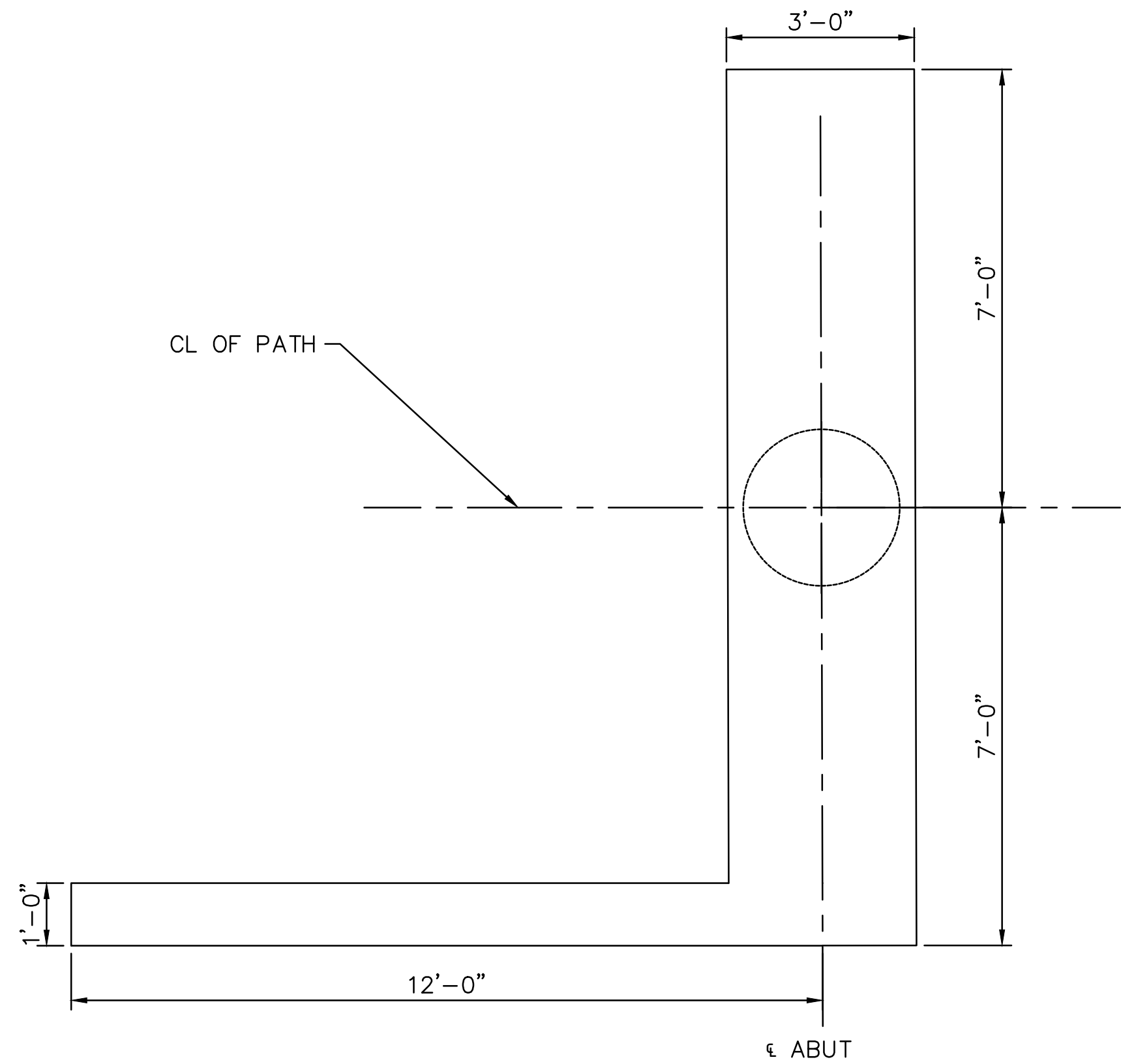
WATER SURFACE ELEVATIONS		
EVENT	FLOW RATE (CFS)	WS ELEVATION (FT)
100-YEAR	7.14	140.29

PILE DATA TABLE					
LOCATION	PILE TYPE	NOMINAL RESISTANCE (KIPS)		DESIGN TIP ELEVATION (FT)	SPECIFIED TIP ELEVATION (FT)
		COMPRESSION	TENSION		
ABUT 1	30"	300	N/A	93.0	93.0
PIER 1	30"	300	N/A	93.0	93.0

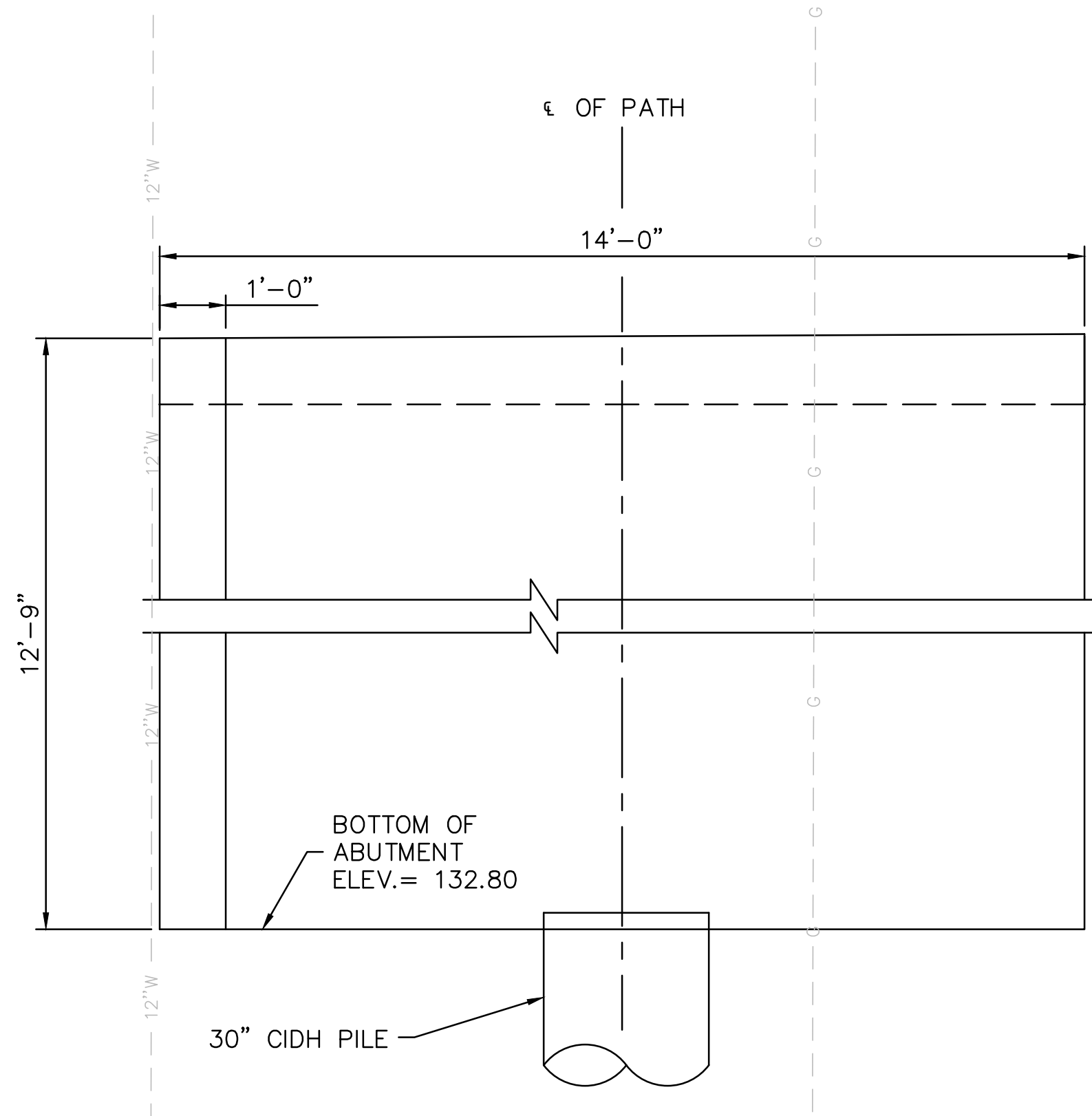
PLAN
SCALE: 1"= 5'

GENERAL NOTES
LOAD AND RESISTANCE FACTOR DESIGN

DESIGN:
AASHTO LRFD Bridge Design Specification, 8th edition
and the California Amendments, Preface dated April 2019.
SEISMIC DESIGN:
Caltrans Seismic Design Criteria (SDC), Version 2.0 dated April 2019.
DEAD LOAD:
35 psf allowance for future wearing surface.
LIVE LOADING:
90 psf Pedestrian
HL-93, no permit design load.
SEISMIC LOADING:
See "ACCELERATION RESPONSE SPECTRA" on Darling Way Bridge Widening plans.
REINFORCED CONCRETE:
fy = 60 ksi
f'c = See "CONCRETE STRENGTH AND TYPE LIMITS"
REINFORCING STEEL:
Grade 60 ASTM A615, or A706



ABUTMENT PLAN
SCALE: 1/2"= 1'-0"



ABUTMENT ELEVATION
SCALE: 1/2"= 1'-0"

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. _____
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FIELD BOOK
SCALE HORIZ. AS NOTED VERT. AS NOTED

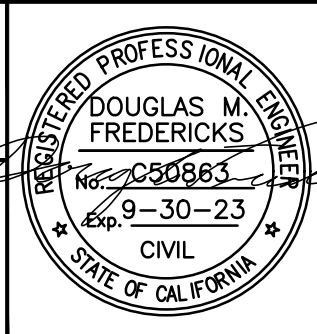
CITY# 400022

CITY OF ROSEVILLE
CALIFORNIA

PSOMAS

1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122

DESIGNED BY: Y. PROKOFYEVA DATE 05/2023
CHECKED BY: D. FREDERICKS DATE 05/2023
DRAWN BY: A. JAUREGUI DATE 05/2023

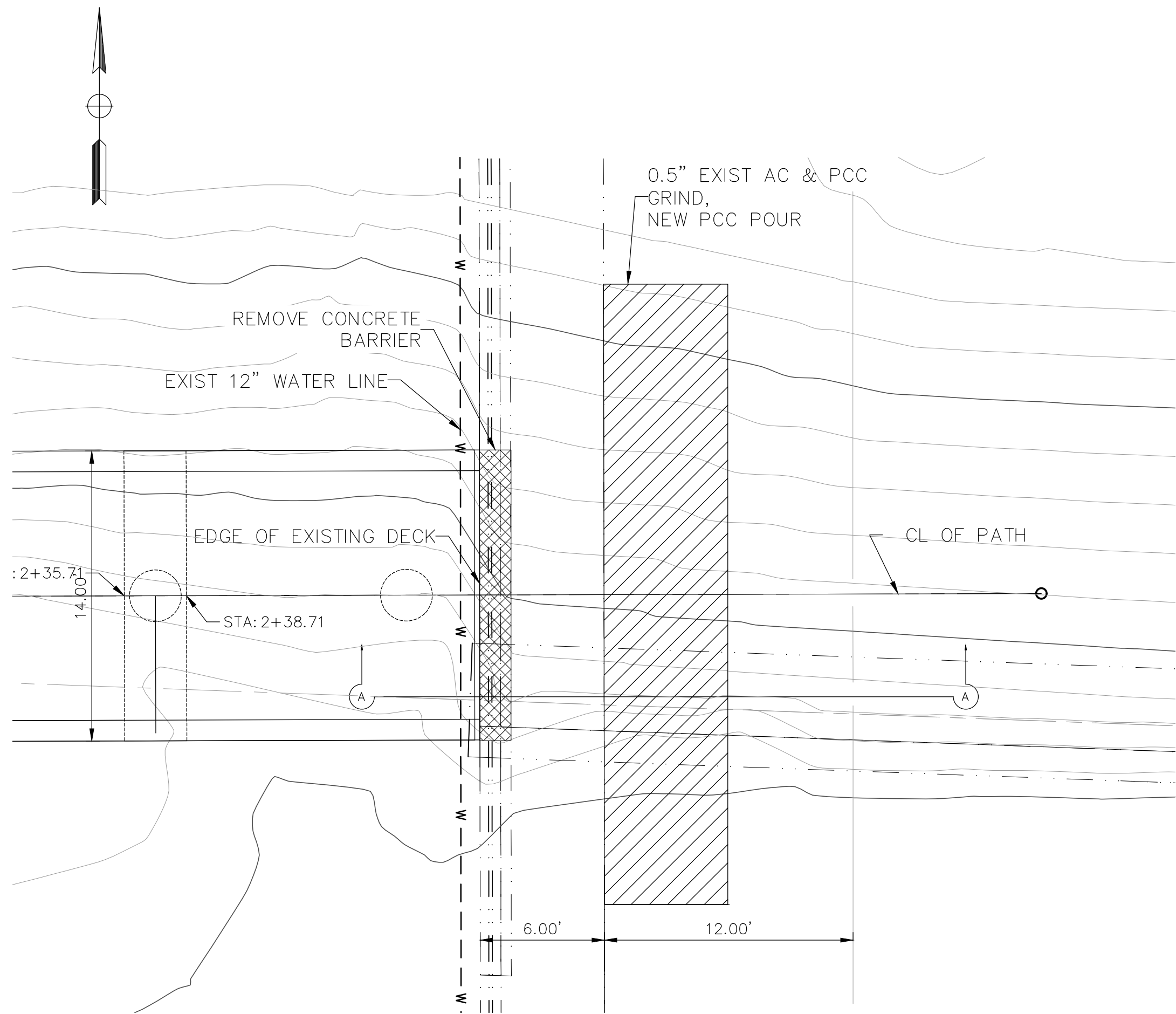


DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
FOUNDATION AND ABUTMENT PLAN

SB-02

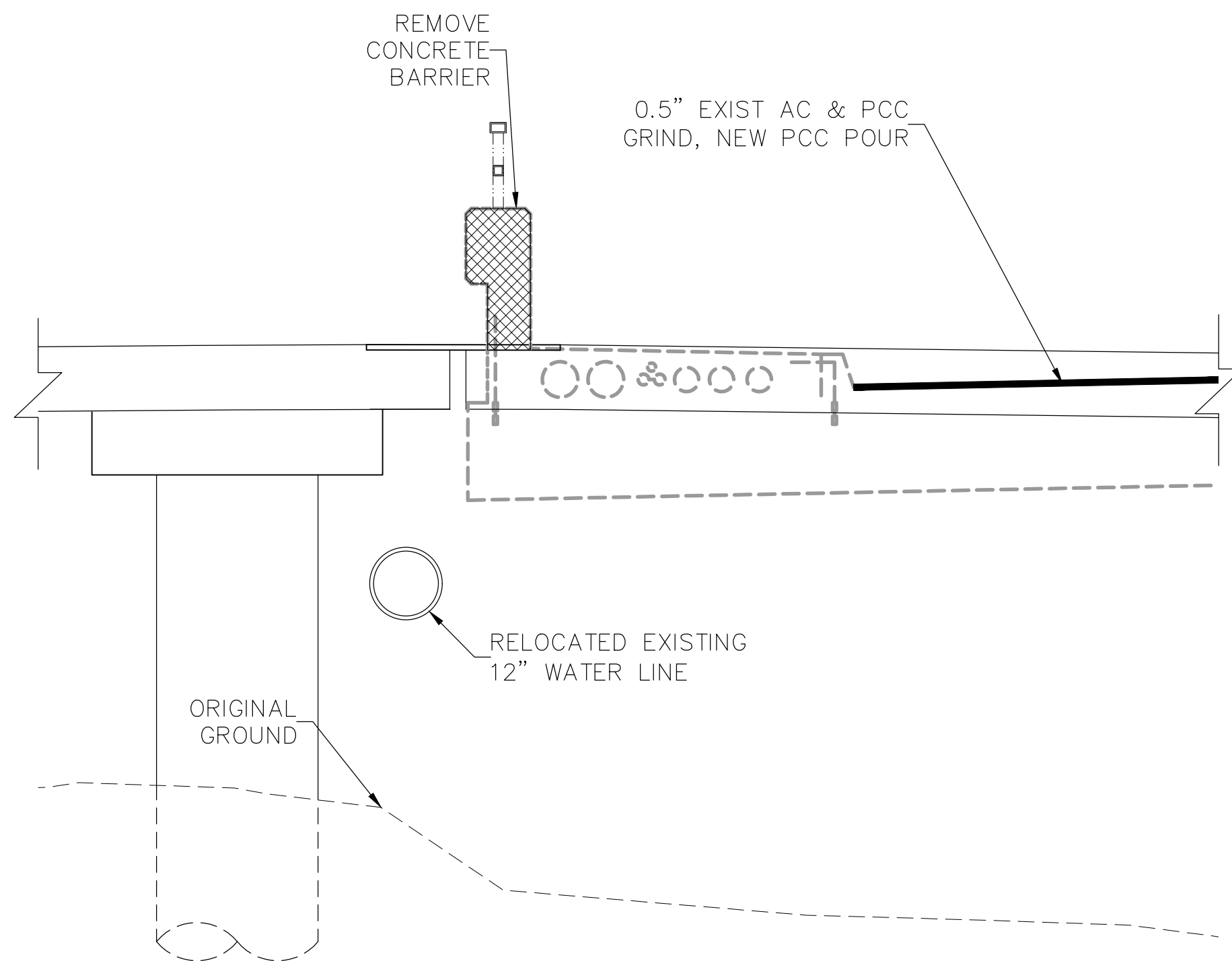
SHEET
154
OF
168

Xrefs: s:\border\DCBT-C-RD\Y-TPC-DryCreek_Topo-All\Dry_Creek_Sunrise_Connector_Remove\Dry_Creek_Sunrise_Connector_Plan&Prof\ DCBT-C-ALION\ Dry_Creek_Sunrise_Bridge_OC_Surface
Images: cropped COR_black_logo.jpg, h\Sunrise_Linda_Creek_Aerial_Image.jpg



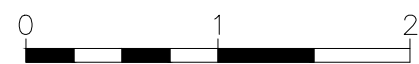
PLAN

SCALE: 1" = 5'



SECTION A-A

SCALE: 1/2" = 1'



DRAWING SHALL BE AT INDICATED SCALE WHEN BAR UNITS MEASURE IN INCHES.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

PROGRESS PRINT

BENCH MARK ELEV. _____

FIELD BOOK

CITY# 400022

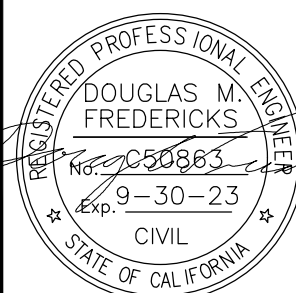


SCALE
HORIZ. AS NOTED
VERT. AS NOTED

PSOMAS

1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122

DESIGNED BY: Y. PROKOFYEVA DATE 05/2023
CHECKED BY: D. FREDERICKS DATE 05/2023
DRAWN BY: A. JAUREGUI DATE 05/2023



DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
SUNRISE CONNECTOR REMOVAL DETAILS

SB-03

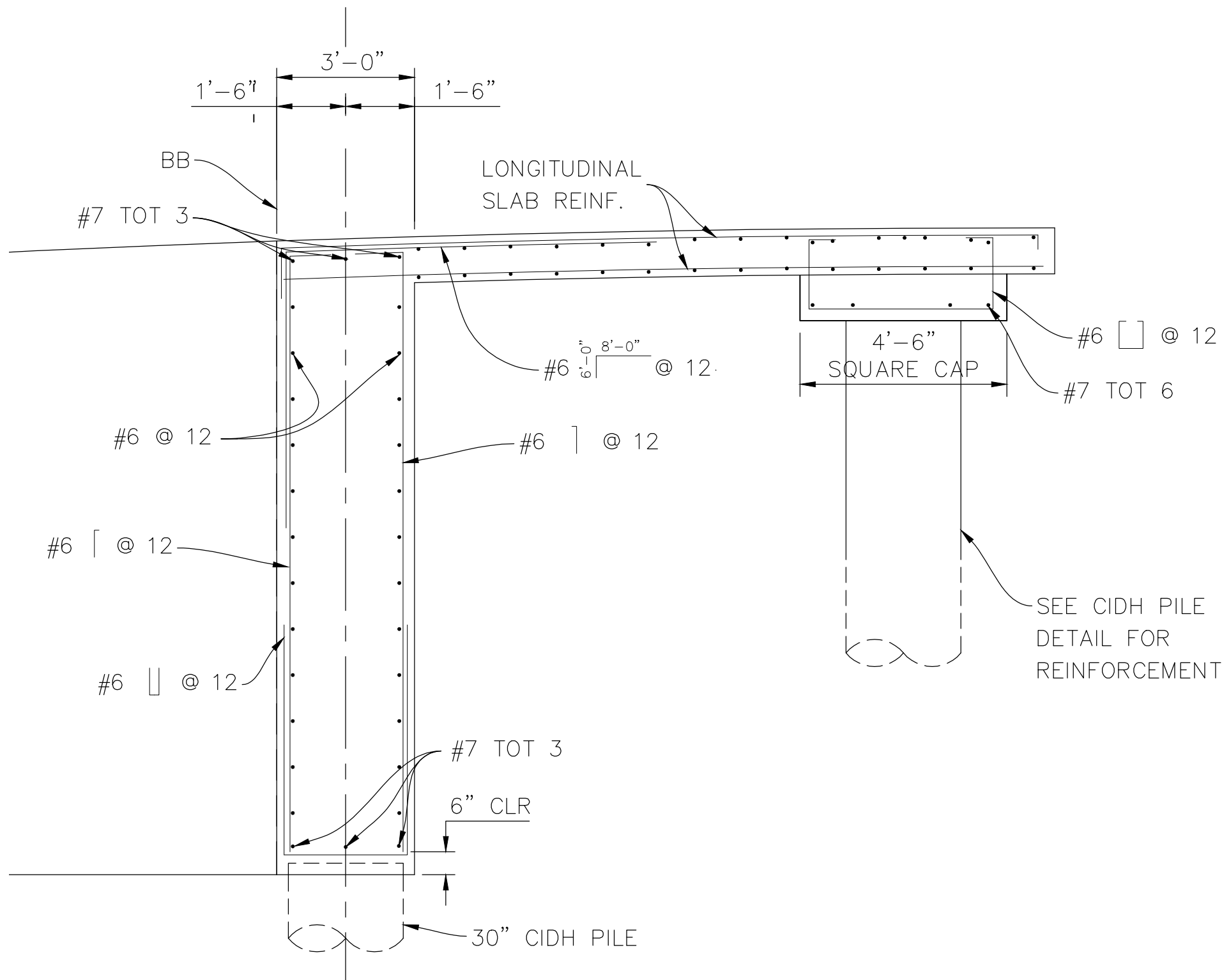
SHEET

155

OF

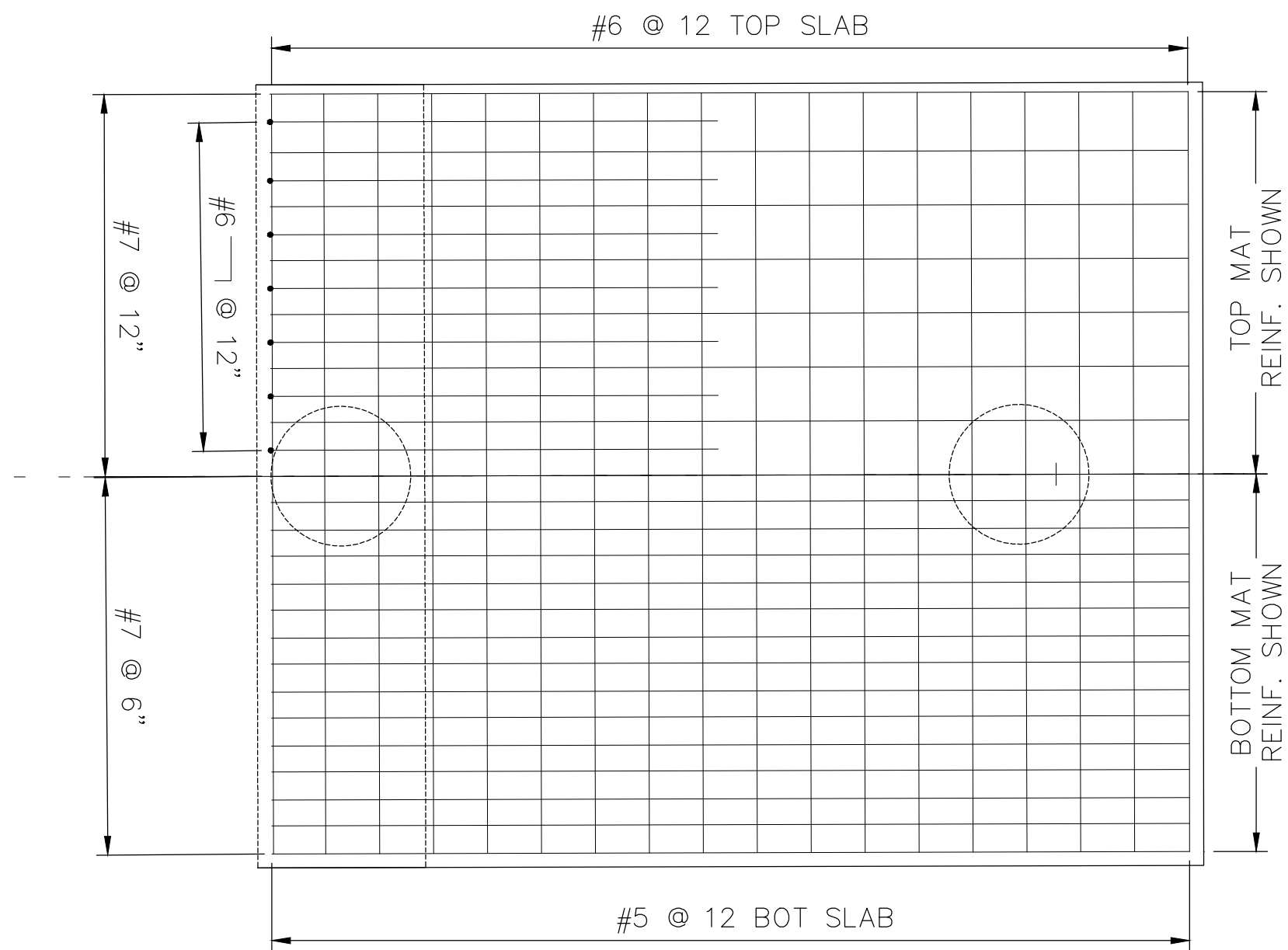
168

Xrefs: s:\border\Dry_Creek_Sunrise_Connector_Plan&Prof\DCBT-C-ALION\ 20-103-LWD_Base\ DCBT-C-ALION\ Dry_Creek_Sunrise_Bridge_OC_Surface
Images: cropped COR_black_logo.tif\Sunrise_Linda_Creek_Aerial_Image.jpg



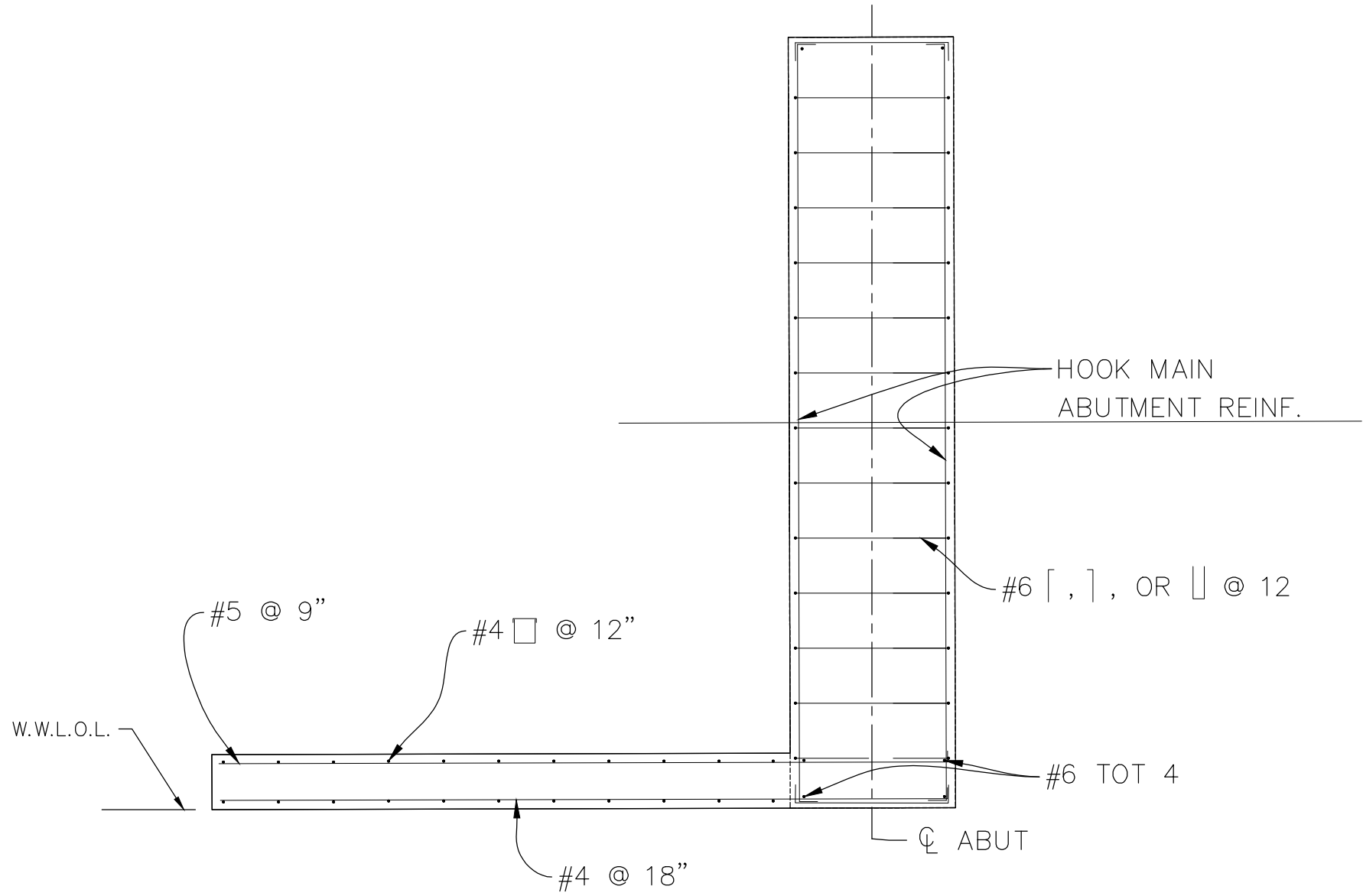
ABUTMENT & PIER SECTION

SCALE: $\frac{1}{2}$ " = 1'



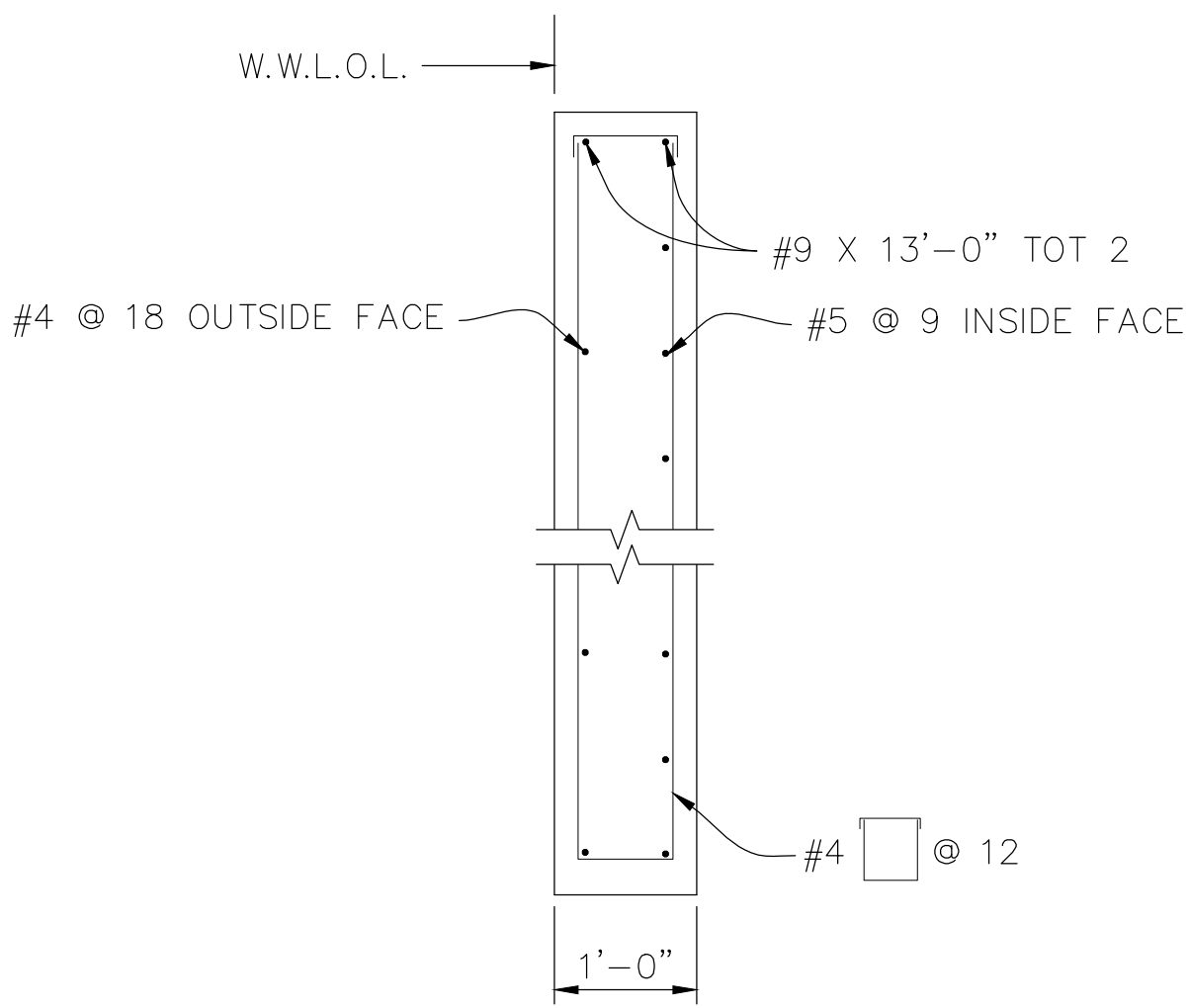
DECK REINFORCEMENT

SCALE: $\frac{3}{8}$ " = 1'



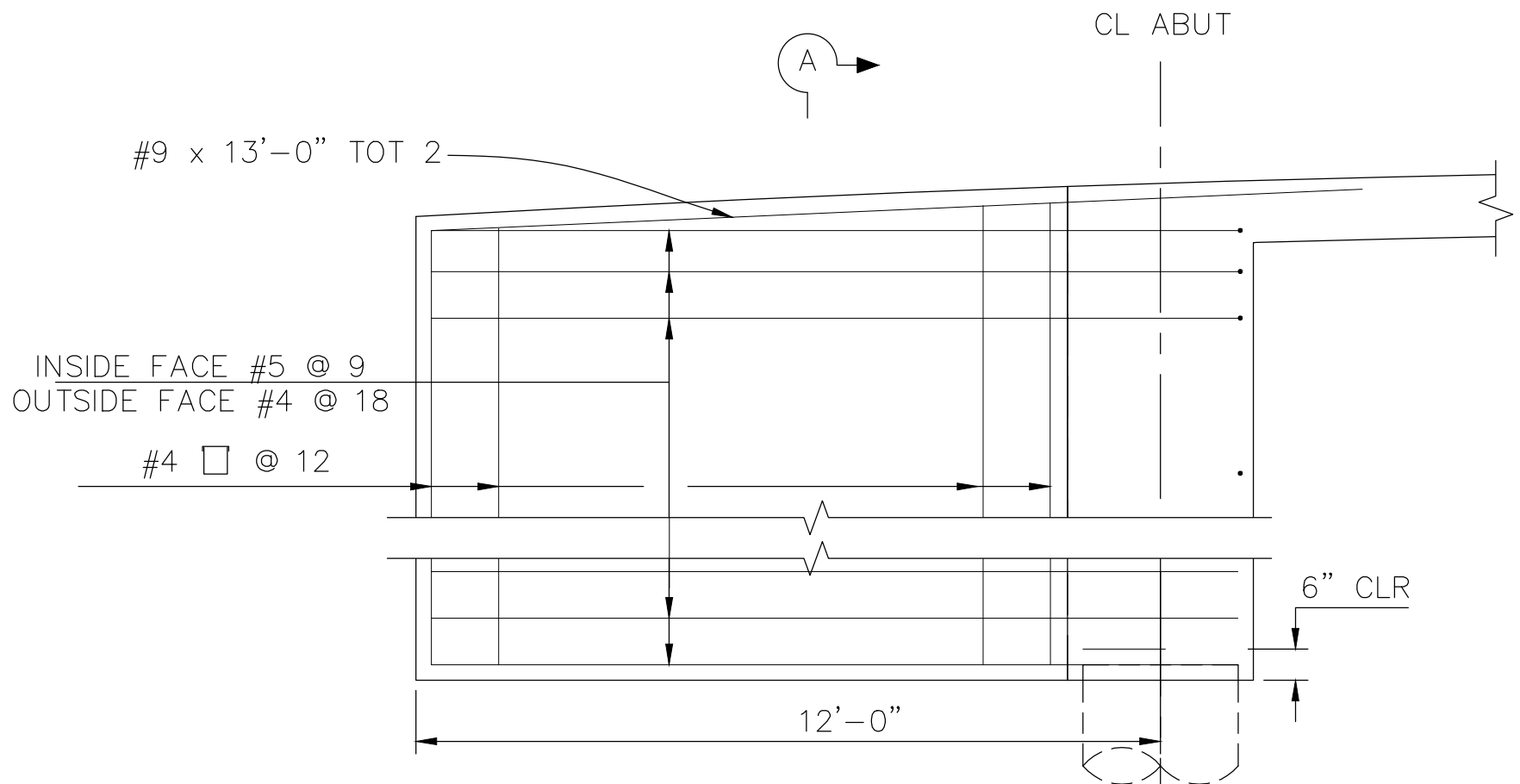
CORNER DETAIL

SCALE: $\frac{3}{8}$ " = 1'



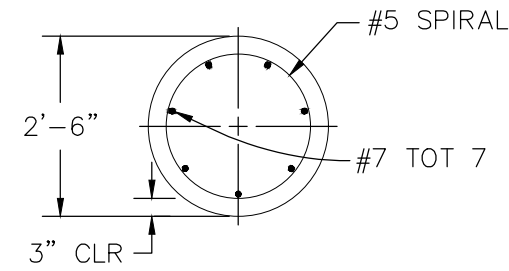
SECTION A-A

SCALE: $\frac{3}{4}$ " = 1'



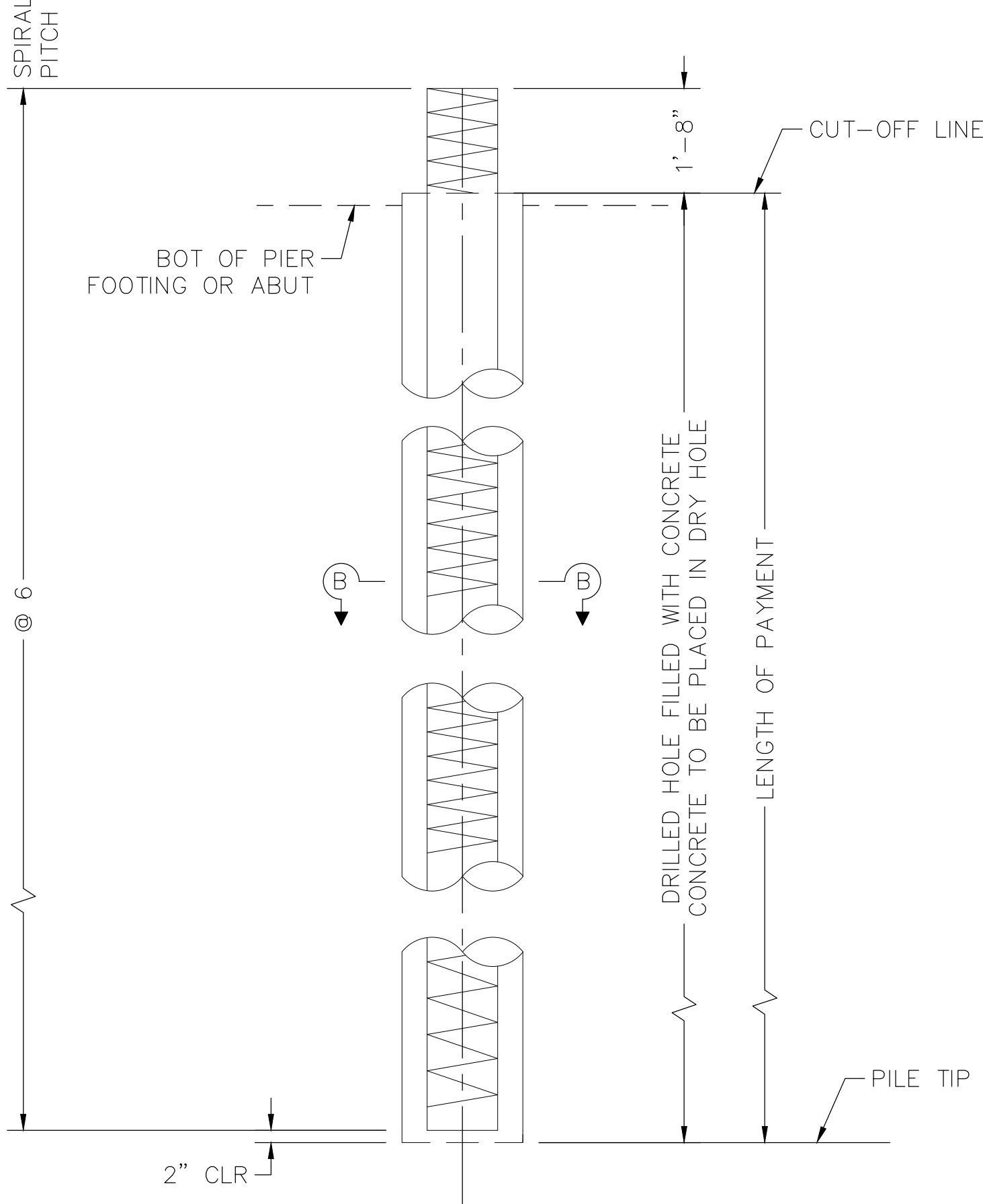
WING WALL ELEVATION

SCALE: $\frac{5}{8}$ " = 1'



SECTION B-B

SCALE: NTS



CIDH PILE - ABUTMENT 1, PIER 2

SCALE: NTS

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.

FIELD BOOK

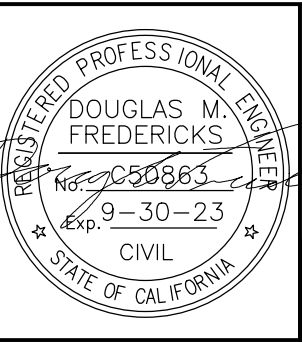
CITY# 400022

CITY OF ROSEVILLE
CALIFORNIA

PSOMAS

1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122

DESIGNED BY: Y. PROKOFYEVA DATE 05/2023
CHECKED BY: D. FREDERICKS DATE 05/2023
DRAWN BY: A. JAUREGUI DATE 05/2023

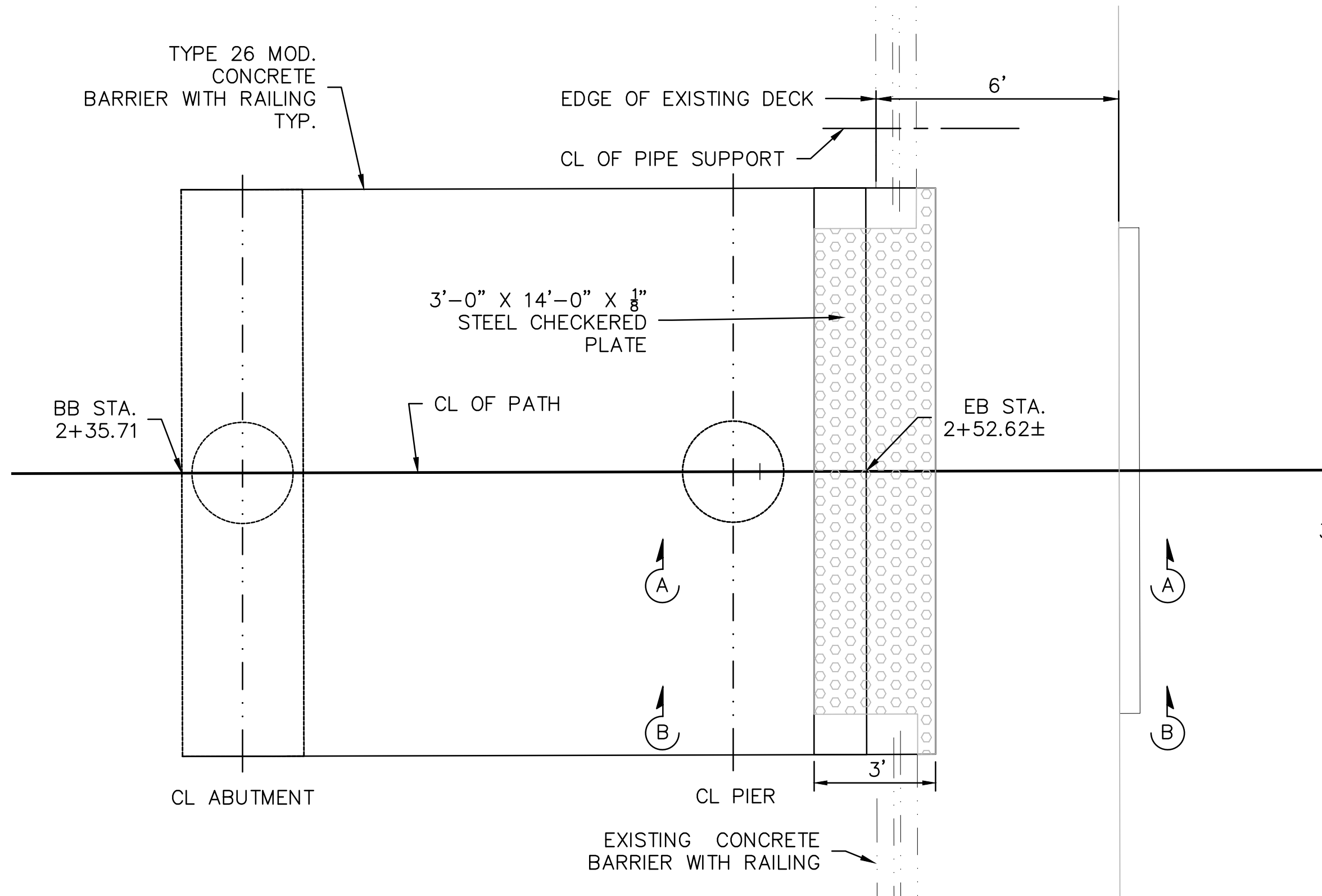


DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
SUNRISE CONNECTOR BRIDGE DETAILS 1

SHEET
156
OF
168

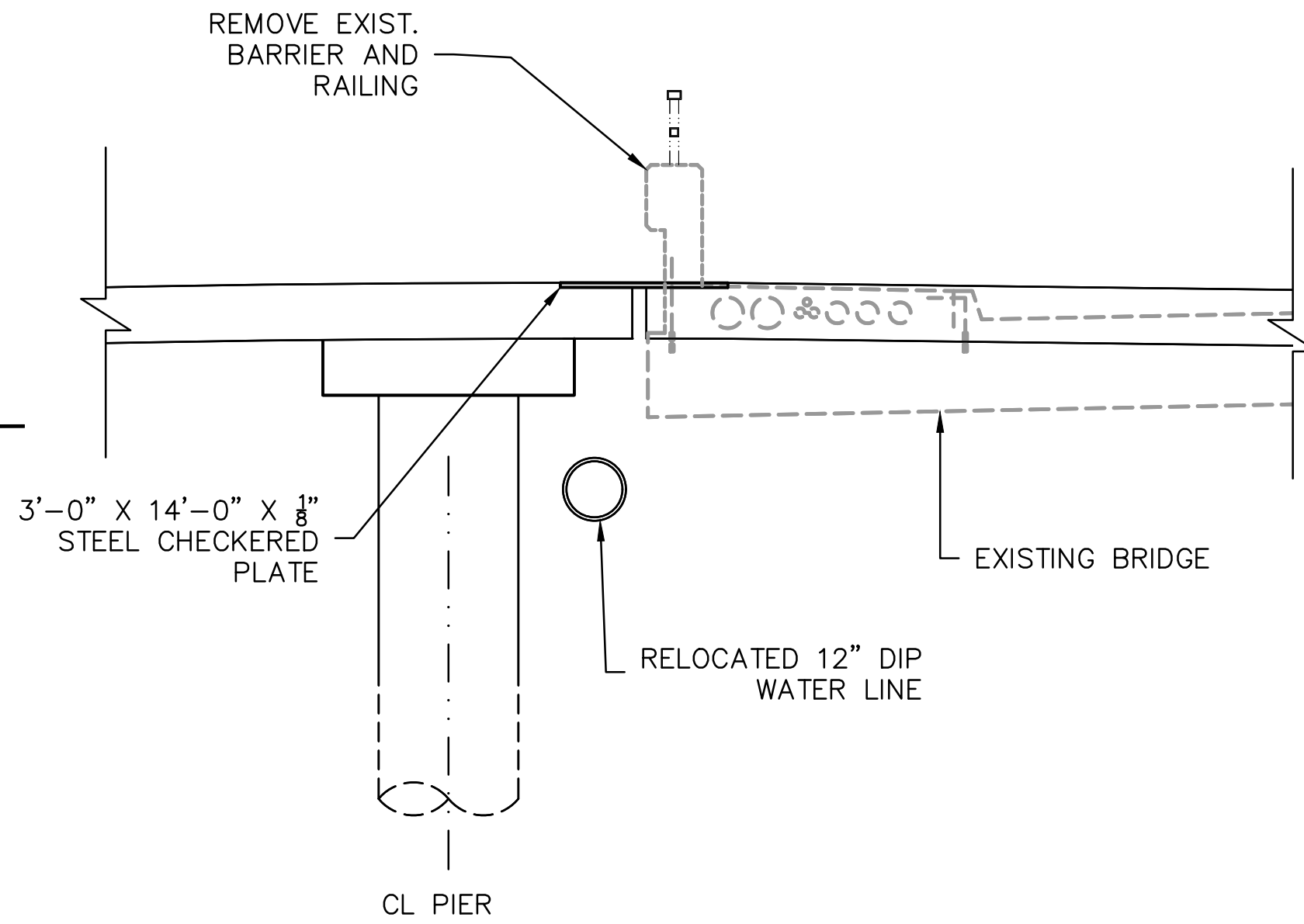
SB-04

Xrefs: s:\border\Dry_Creek_Sunrise_Connector_Plan&Prof\DCBT-C-ROJ 20-103-LWD_Base\DCBT-C-ALION\Dry_Creek_Sunrise_Bridge_OC_Surface\pipe_detail
Images: cropped COR_black_logo.tif\Sunrise_Linda_Creek_Aerial_Image.jpg



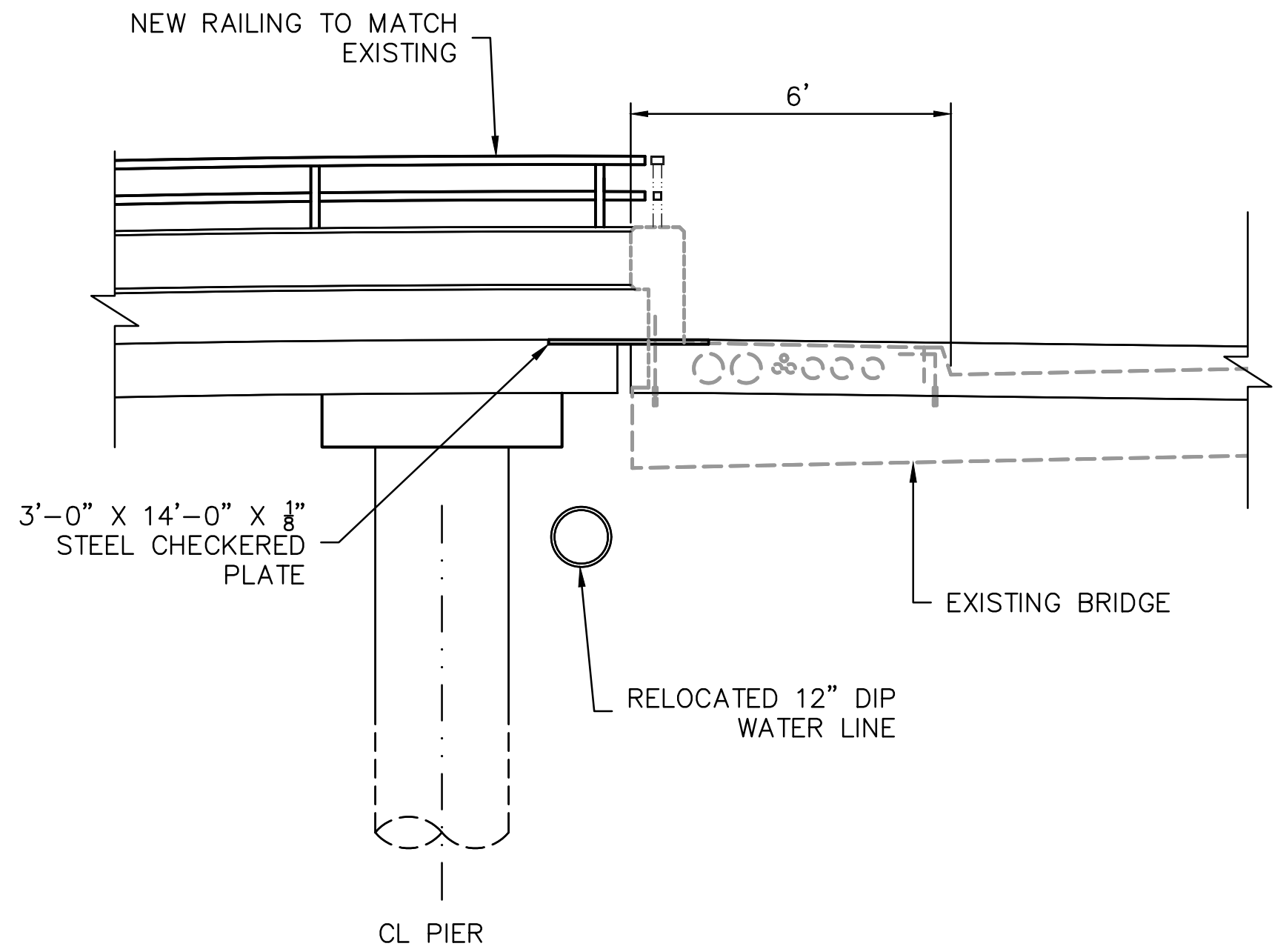
PLAN

SCALE: 3/8" = 1'



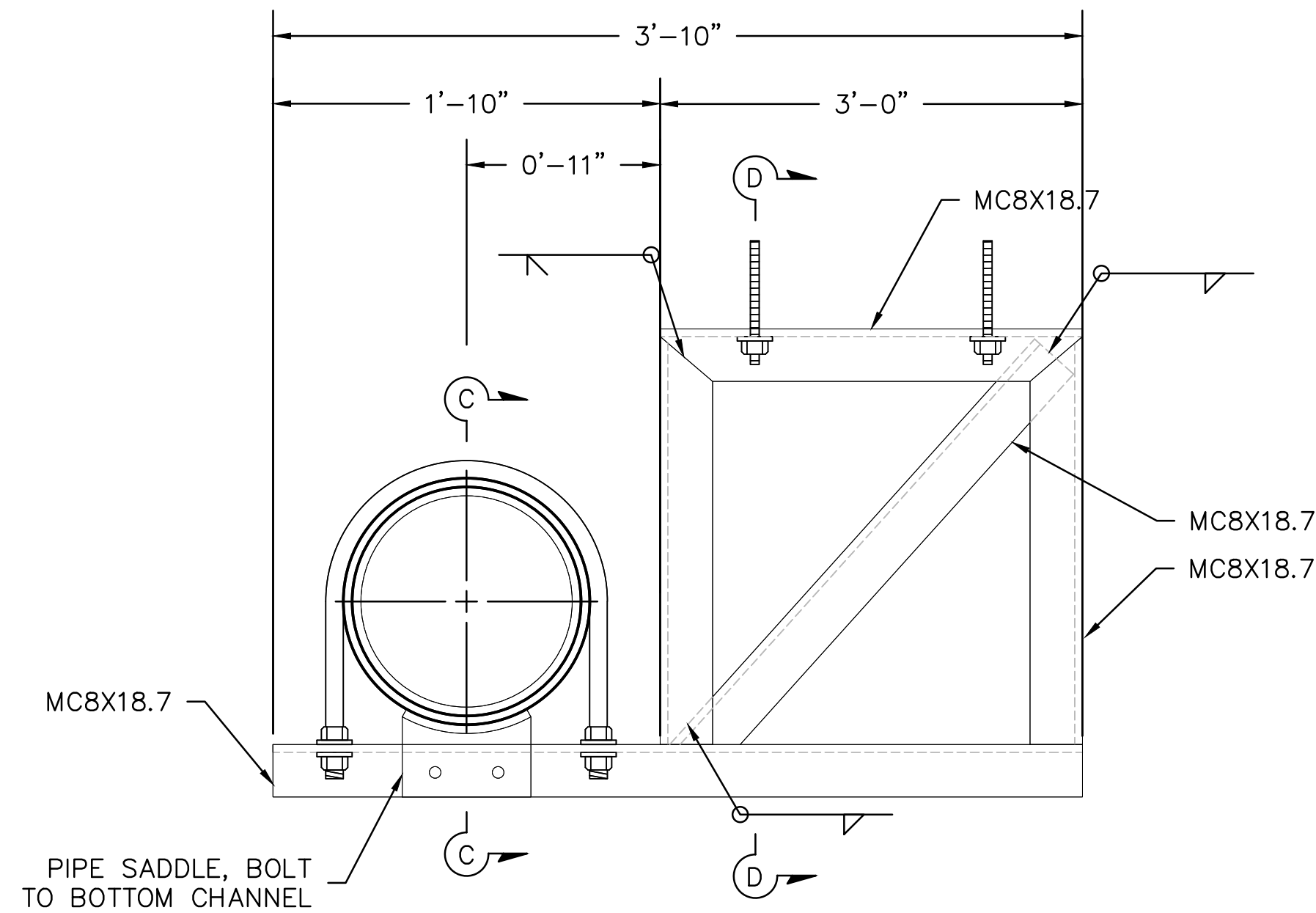
SECTION A-A

SCALE: 3/8" = 1'



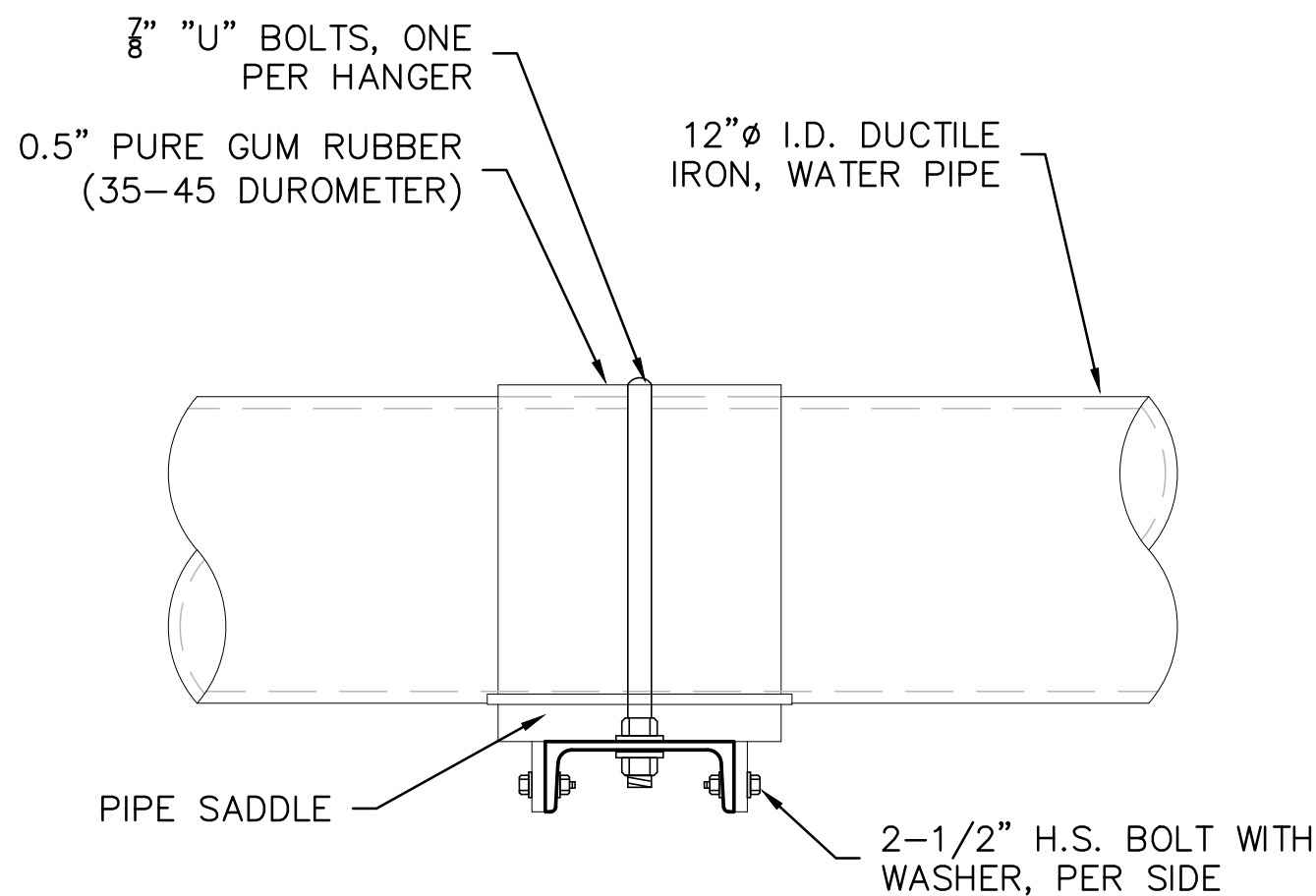
SECTION B-B

SCALE: 3/8" = 1'



PIPE SUPPORT DETAIL

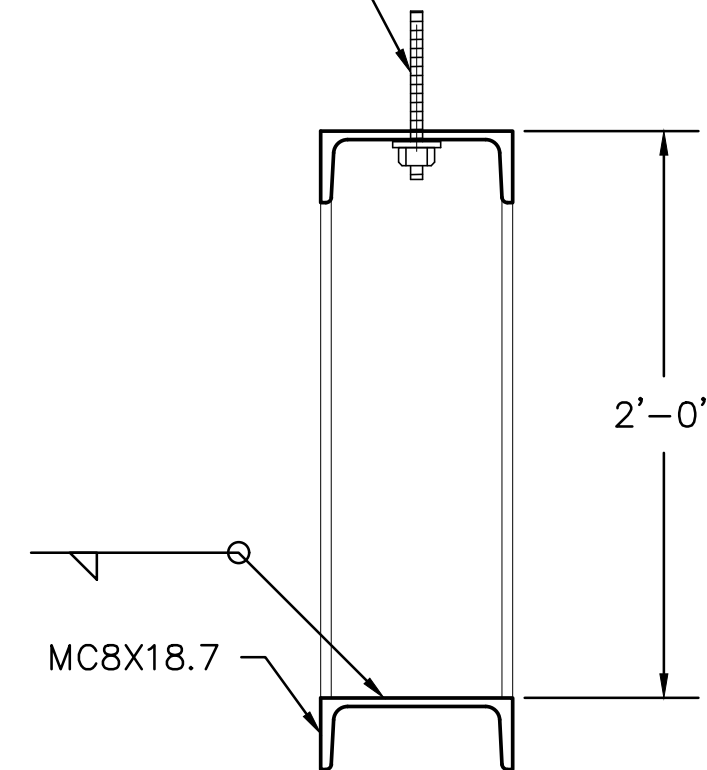
SCALE: 1 1/2" = 1'



SECTION C

SCALE: 1 1/2" = 1'

HILTI HVA ADHESIVE
ANCHOR SYSTEM W/1/2"Ø
GALVANIZED THREADED
STUD, HEX NUT, CUT
WASHER AND LOCK
WASHER OR EQUIVALENT



SECTION D

SCALE: 1 1/2" = 1'

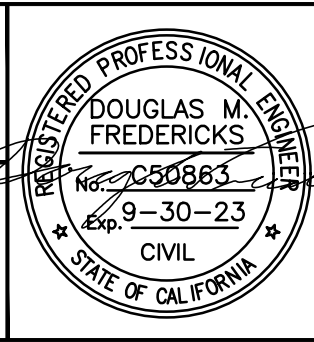
REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.

FIELD BOOK

CITY# 400022
CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Drive, #200, Roseville, CA 95678 (916) 788-8122
DESIGNED BY: Y. PROKOFYEVA DATE 05/2023
CHECKED BY: D. FREDERICKS DATE 05/2023
DRAWN BY: A. JAUREGUI DATE 05/2023

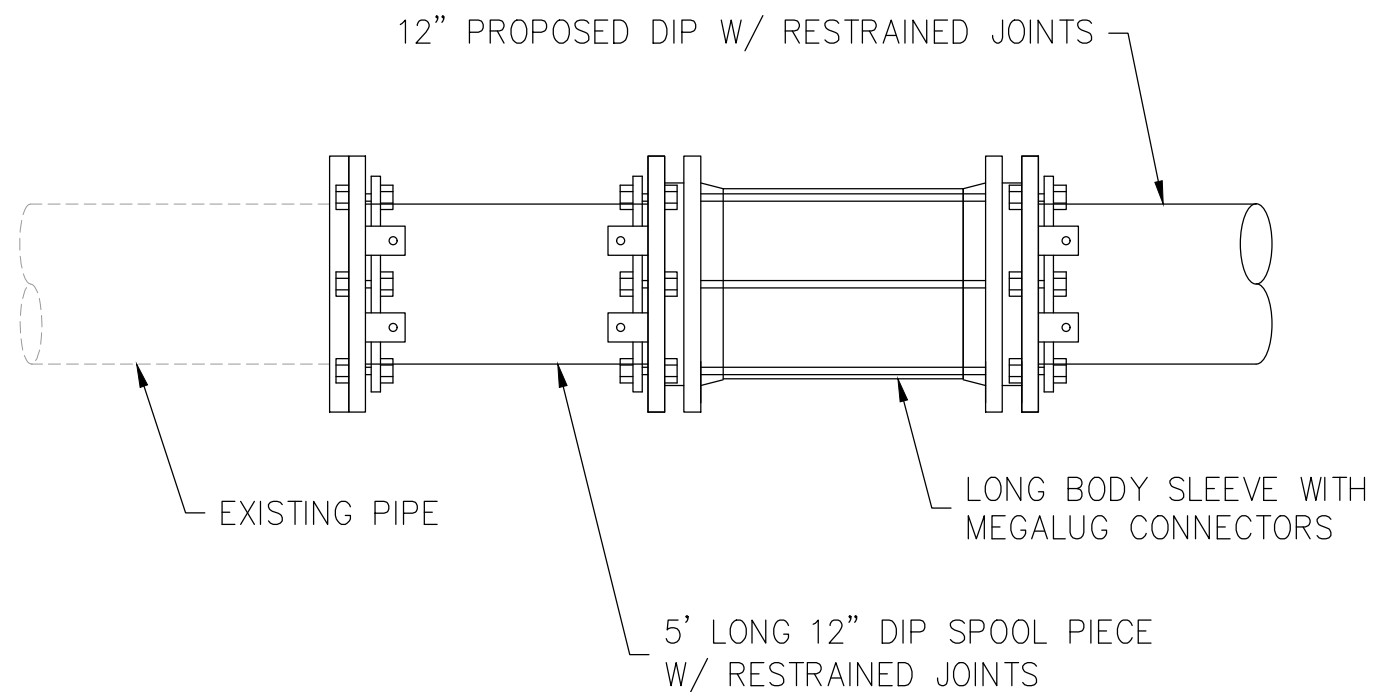
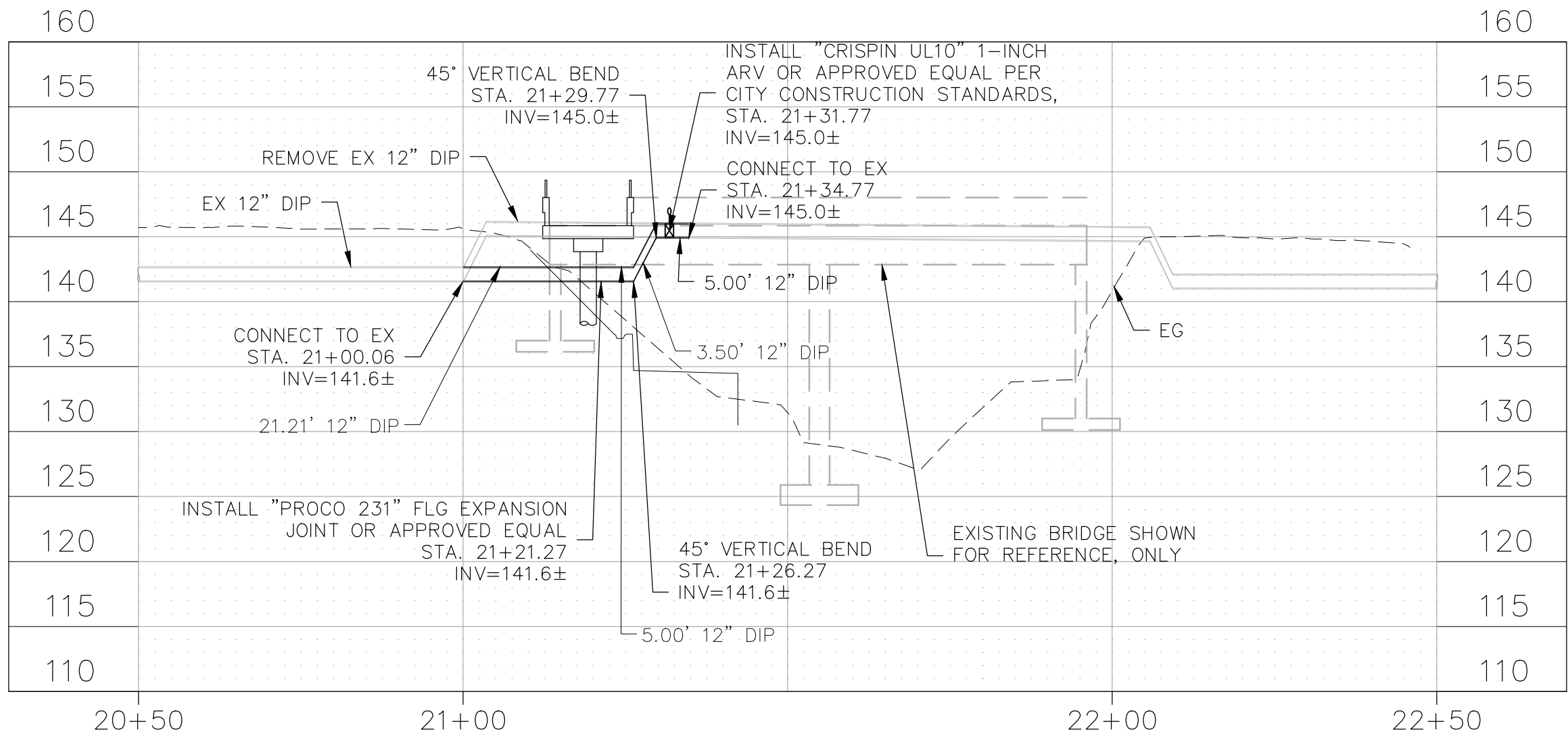
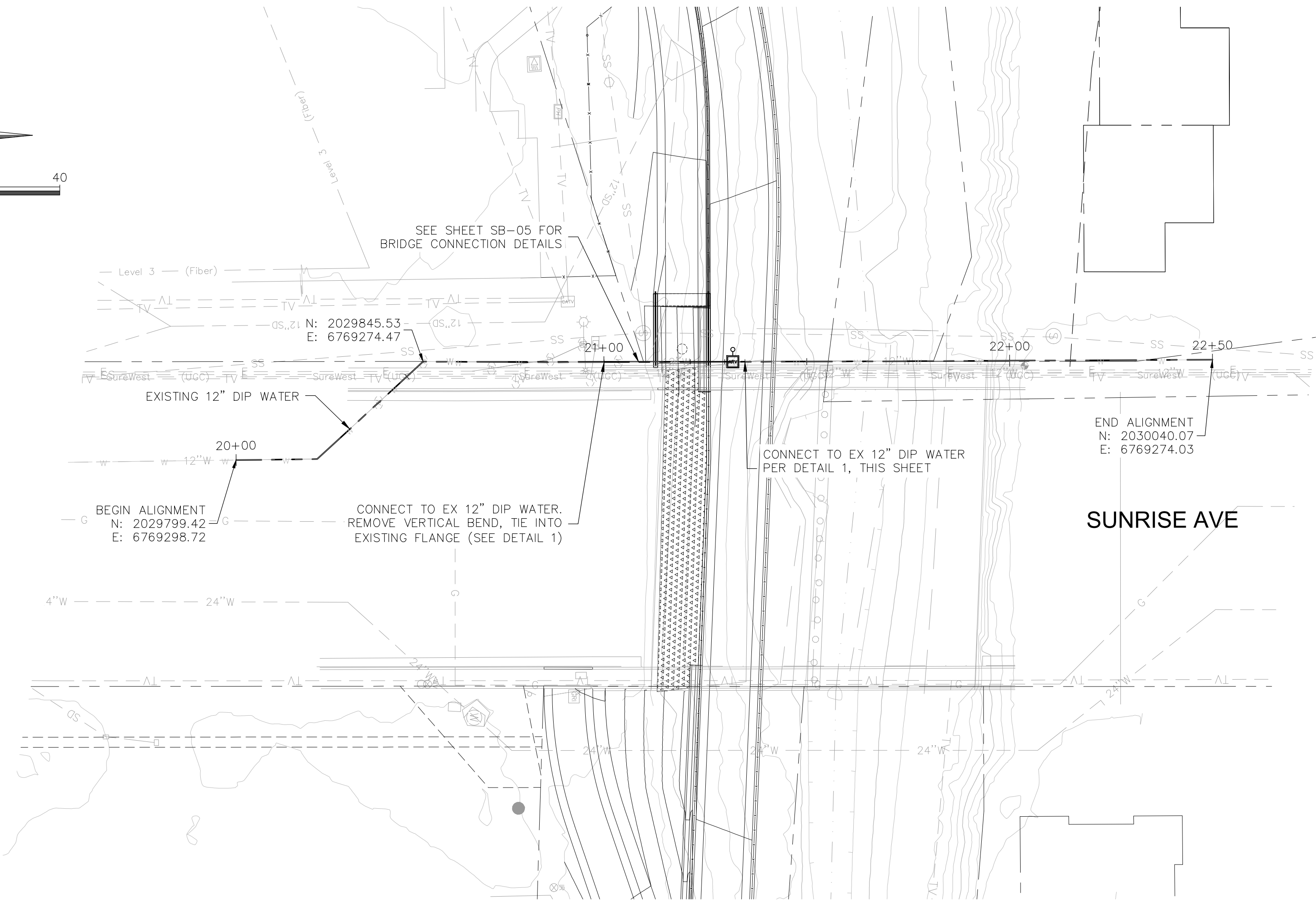
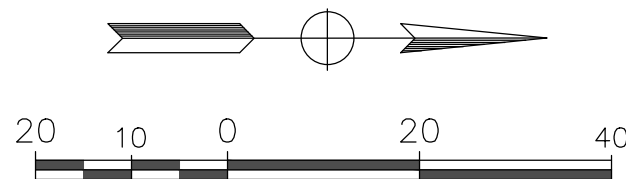


DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT SUNRISE CONNECTOR BRIDGE DETAILS 2

SHEET 157 OF 168

SB-05

Xrefs: DCBT-C-BORDER-V-TPO-DryCreek_Topo-AI(DCBT-C-TOPO-ADDITIONS)DCBT-C-RD(DCBT-VIEWFRAMES)DCBT-X-PL(DRD-R-RWY-purged)DCBT-X-UTIL(X-ESWNTS-DRYCREEK) 20-103-LWD_Base
Images: cropped COR_black logo.tif(Marc_Signature.jpg)



NOTES:
1. FITTINGS & PIPE PER CITY OF ROSEVILLE STANDARDS.

1 IN-LINE CONNECTION TO EXISTING WATER PIPE
NOT TO SCALE

- NOTES:
- CONTRACTOR TO VERIFY THE LOCATION AND ELEVATION OF EXISTING WATER PIPE PRIOR TO BEGINNING CONSTRUCTION.
 - CONTRACTOR TO VERIFY EXISTING ELEVATIONS FOR TIE-IN PRIOR TO BEGINNING CONSTRUCTION.
 - WATER PIPE MATERIAL SHALL BE DIP "TR FLEX" (FULLY RESTRAINED).
 - INSTALL RESTRAINT AT ALL VERTICAL BENDS. JOINT RESTRAINT SHALL BE ACHIEVED BY MEANS OF A MECHANICAL JOINT RESTRAINT DEVICE PER CITY OF ROSEVILLE DESIGN STANDARDS SECTION 8-17.
 - PROPOSED WATER PIPE SHALL MAINTAIN A MINIMUM CLEARANCE OF 1-FT FROM BRIDGE STRUCTURE.
 - CONTRACTOR SHALL FOLLOW MOST CURRENT CITY OF ROSEVILLE STANDARD SPECIFICATIONS AND CONSTRUCTION DETAILS FOR WATER PIPE INSTALLATION.
 - SEE BRIDGE PLAN SHEETS FOR PIPE HANGAR SUPPORTS.

CU-1

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. SEE NOTES
THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.	

FIELD BOOK
SCALE
HORIZ. 1"=40'
VERT. 1"=10'

CITY# 400022

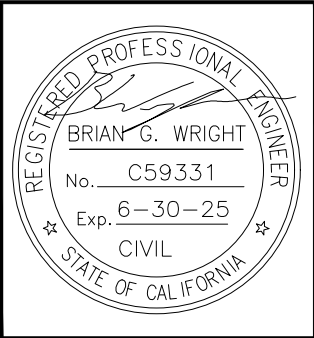
PSOMAS

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023

CHECKED BY: BRIAN WRIGHT DATE 05/2023

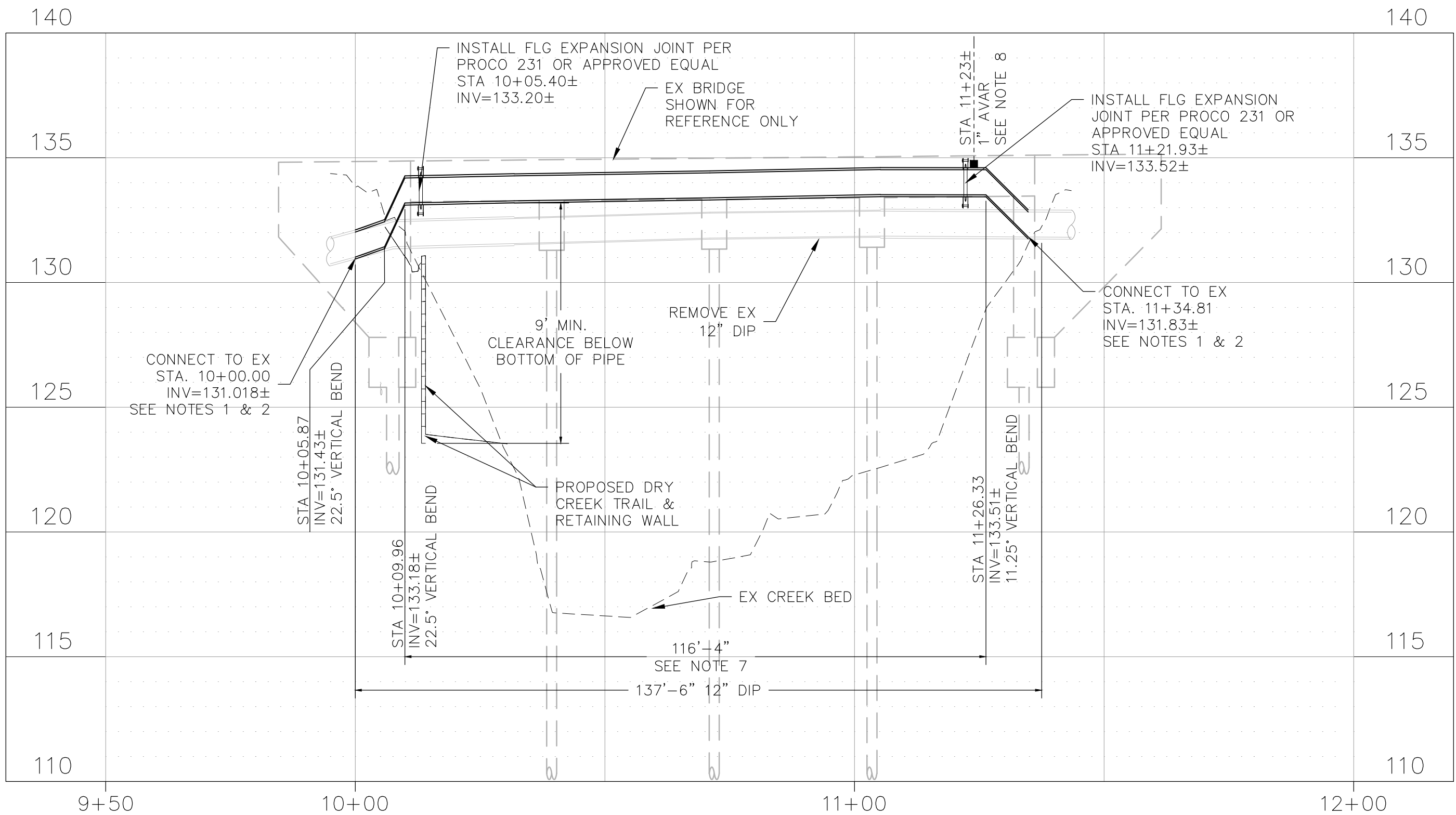
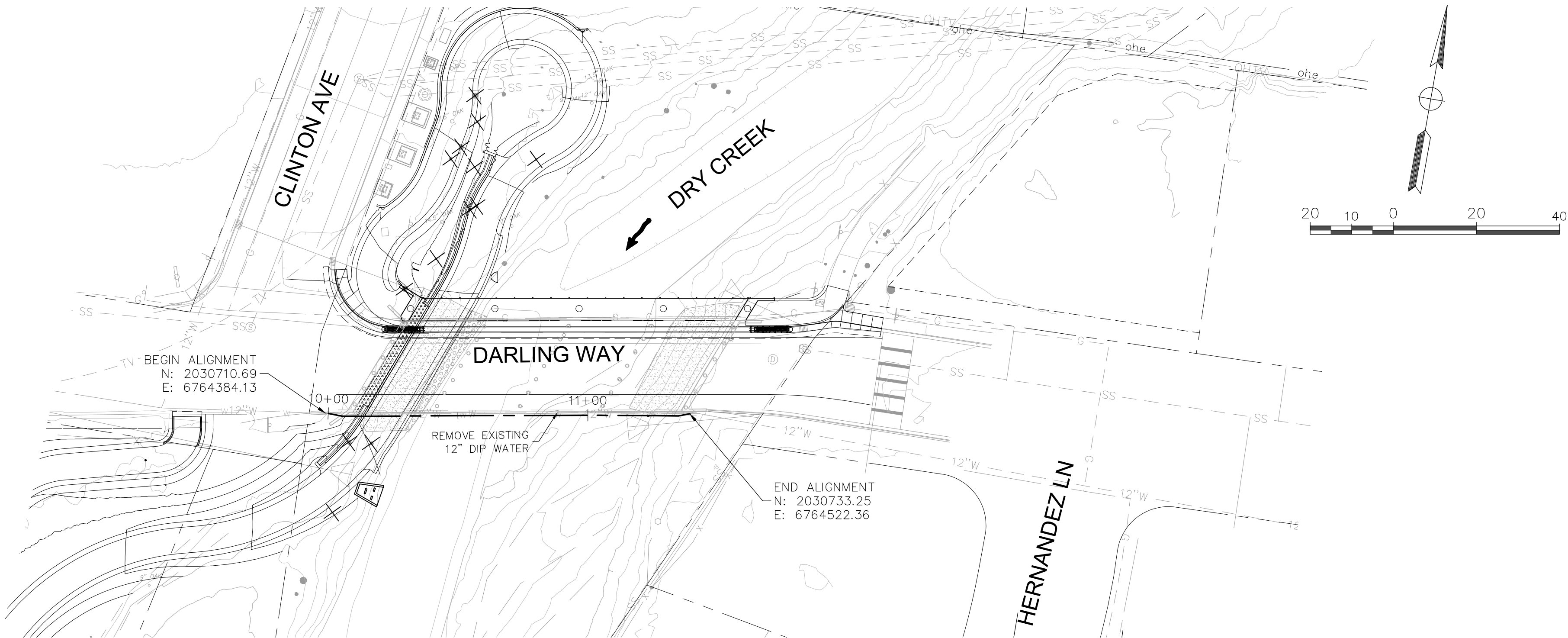
DRAWN BY: AMENAH ALKAWAZ DATE 05/2023



DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
WATER PIPE AT BRIDGE ELEVATION ADJUSTMENT

Xrefs: DCBT-C-BORDER\TV-Topo-DryCreek_Topo-A\DCBT-C-TOPO-ADDITIONS\DCBT-C-RD\DCBT-VIEWFRAMES\DCBT-X-PL\ORD-R-RWY_purged\DCBT-X-UTILX-ESMNTS-DRYCREEK\ 20-103-LWD_BaseDry_Creek_Darling_Bridge_AsBuilt_Topo
Images: cropped COR block logo.tif\Marc_Signature.jpg

- NOTES:
1. CONTRACTOR TO VERIFY THE LOCATION AND ELEVATION OF EXISTING WATER PIPE PRIOR TO BEGINNING CONSTRUCTION.
 2. CONTRACTOR TO VERIFY EXISTING ELEVATIONS FOR TIE-IN PRIOR TO BEGINNING CONSTRUCTION.
 3. WATER PIPE MATERIAL SHALL BE DIP "TR FLEX" (FULLY RESTRAINED).
 4. INSTALL RESTRAINT AT ALL JOINTS. JOINT RESTRAINT SHALL BE ACHIEVED BY MEANS OF A MECHANICAL JOINT RESTRAINT DEVICE PER CITY OF ROSEVILLE DESIGN STANDARDS SECTION 8-17.
 5. PROPOSED WATER PIPE SHALL MAINTAIN A MINIMUM CLEARANCE OF 1-FT FROM BRIDGE STRUCTURE.
 6. CONTRACTOR SHALL FOLLOW MOST CURRENT CITY OF ROSEVILLE STANDARD SPECIFICATIONS AND CONSTRUCTION DETAILS FOR WATER PIPE INSTALLATION.
 7. ELEVATIONS OF THE INVERT OF THE PIPE AT EACH JOINT SHALL BE DETERMINED BY THE SUPPORT ELEVATION WHICH IS PREDICATED BY THE ELEVATION OF THE BOTTOM SLAB OF THE EXISTING BRIDGE AT EACH JOINT LOCATION.
 8. AIR RELEASE VALVE PER CITY CONSTRUCTION STANDARD DETAIL W-12. THE AIR RELEASE VALVE MANUFACTURER SHALL BE AS APPROVED IN THE CITY OF ROSEVILLE CONSTRUCTION STANDARDS, SECTION 81-16.
 9. SEE BRIDGE PLAN SHEETS FOR PIPE HANGAR SUPPORTS.



REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. SEE NOTES
THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.	

FIELD BOOK
SCALE
HORIZ. 1"=20'
VERT. 1"=4'

CITY# 400022

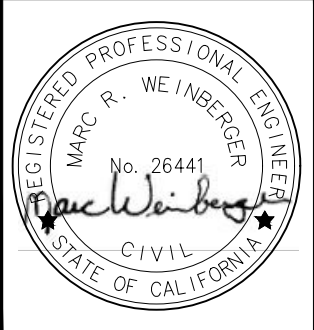
PSOMAS

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: KAILENE GINI DATE 05/2023

CHECKED BY: MARC WEINBERGER DATE 05/2023

DRAWN BY: KAILENE GINI DATE 05/2023



DRY CREEK GREENWAY EAST PHASE 1

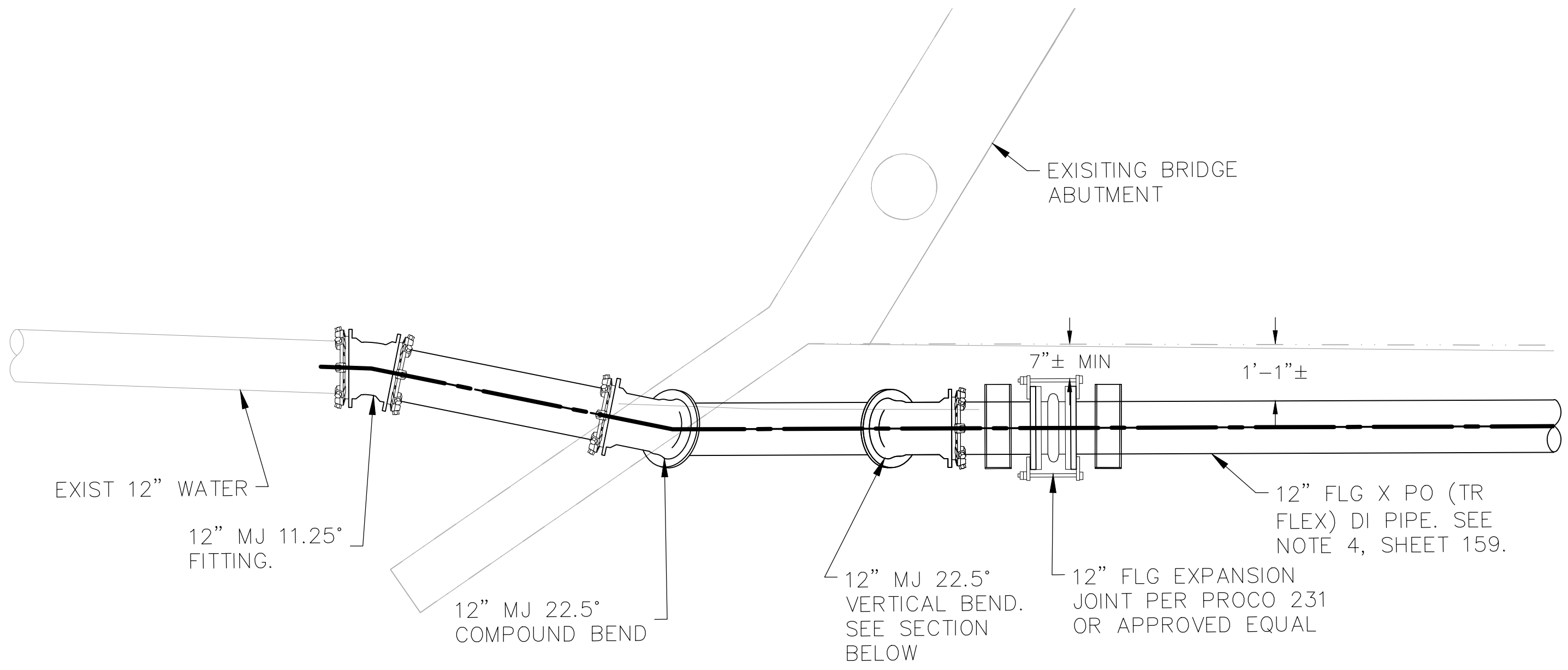
TRAIL IMPROVEMENT PROJECT

WATER PIPE AT BRIDGE ELEVATION REPLACEMENT

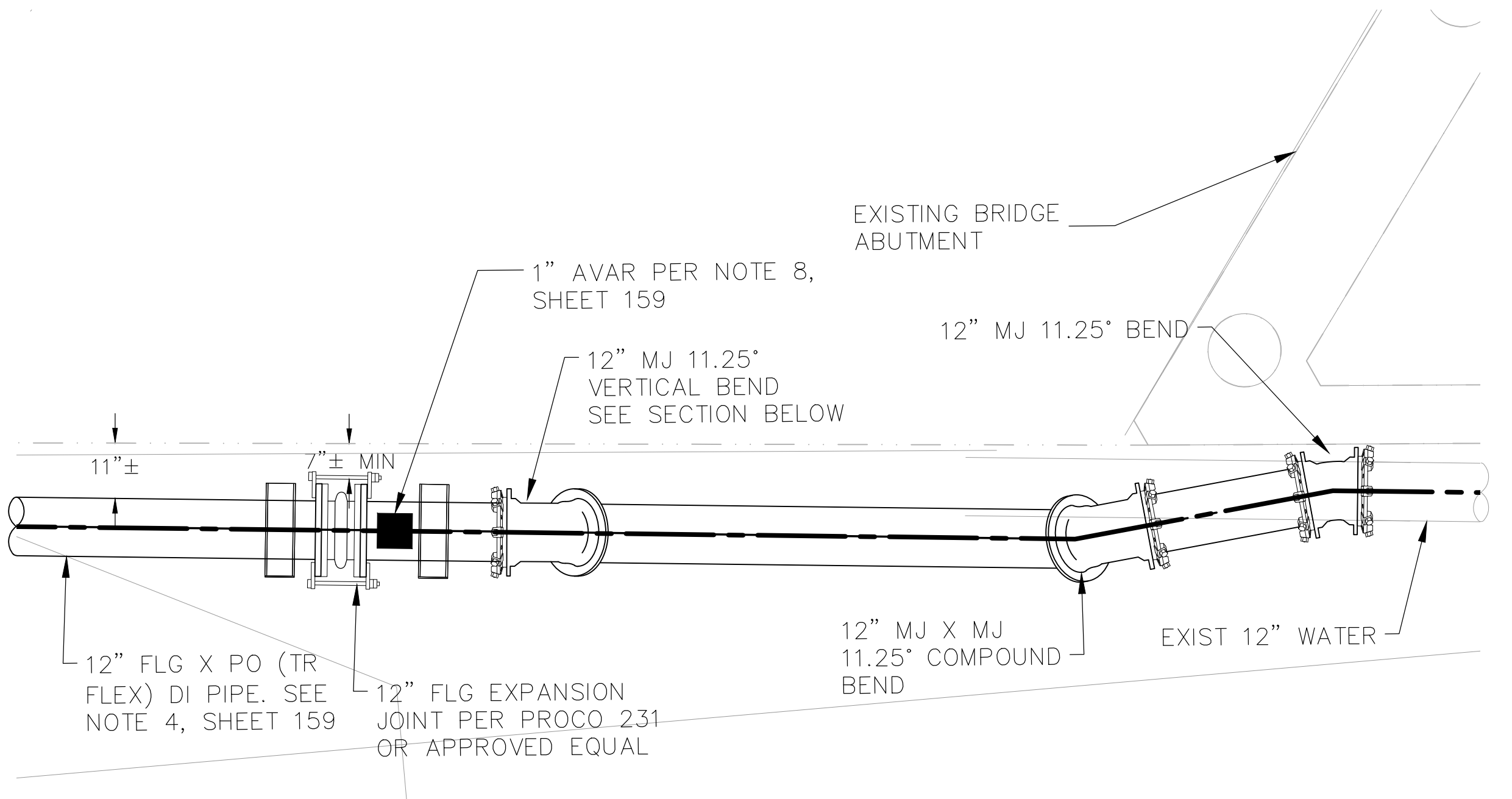
SHEET
159
OF
168

CU-2

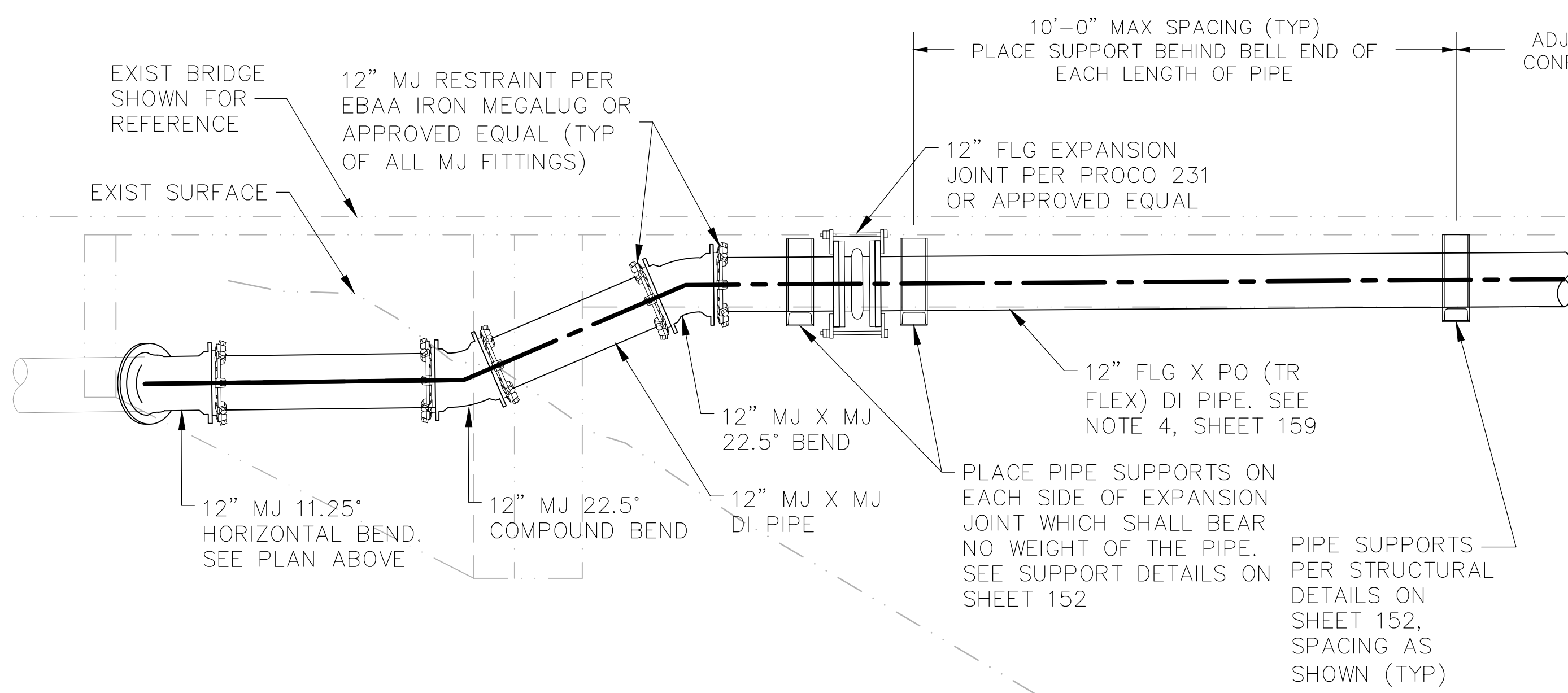
Xrefs: DCBT-C-BORDER-V-TPG-DryCreek_Topo-MIDDCBT-C-TOPO-ADDITIONS\DCBT-C-RD\DCBT-VIEWFRAMES\DCBT-X-PL\ORD-R-RWY_Purged\DCBT-X-UTIL-X-ESWNTS-DRYCREEK\ 20-103-LWD_BaseDry_Creek_Dorling_Bridge_AsBuilt_Topo
Images: cropped COR block logo.tif\Marc_Signature.jpg



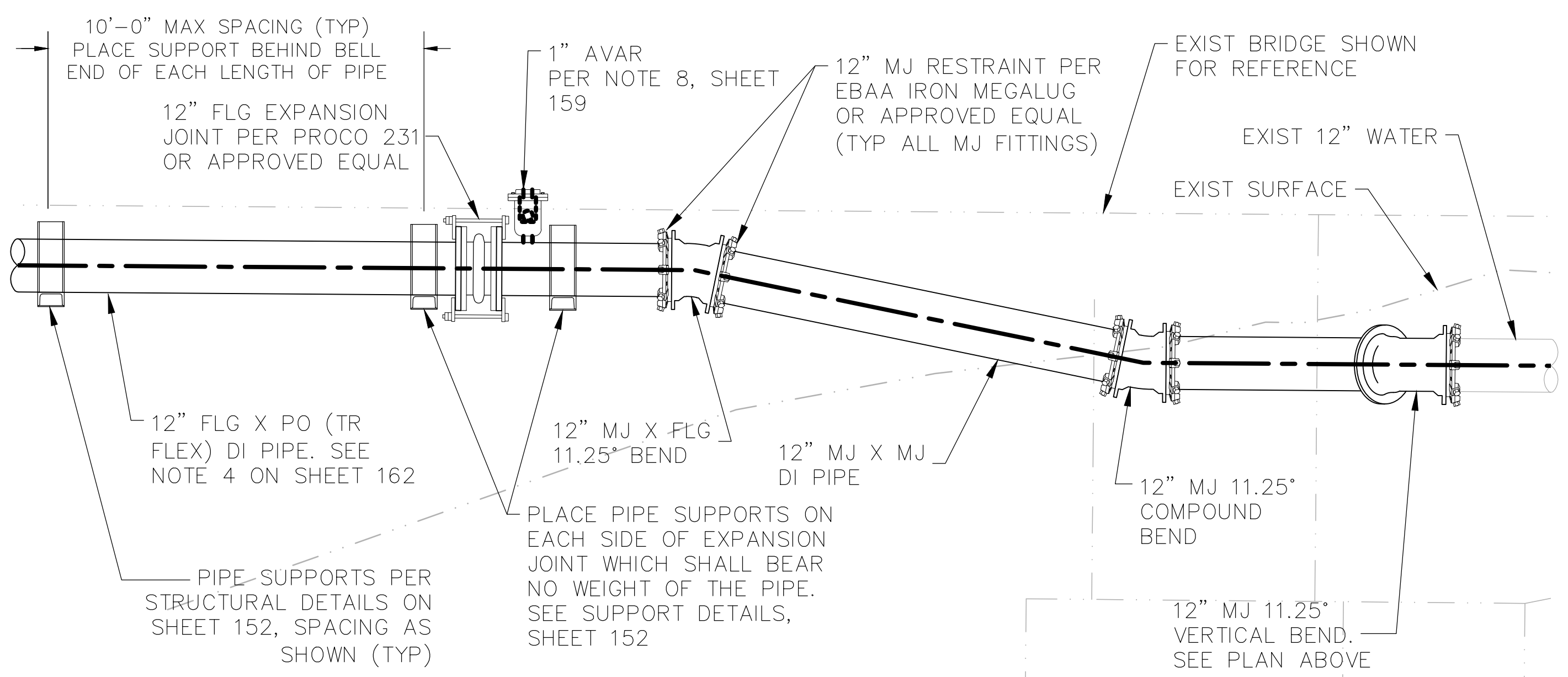
SOUTHWEST PIPE CONNECTION PLAN
SCALE: 1/2" = 1'



SOUTHEAST PIPE CONNECTION PLAN
SCALE: 1/2" = 1'



SOUTHWEST PIPE CONNECTION SECTION
SCALE: 1/2" = 1'



SOUTHEAST PIPE CONNECTION SECTION
SCALE: 1/2" = 1'

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. SEE NOTES
THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.	

FIELD BOOK
SCALE
HORIZ. N/A
VERT. N/A

CITY# 400022

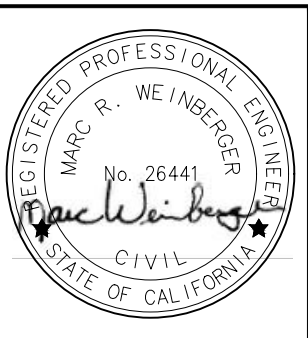
PSOMAS

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: KAILENE GINI DATE 05/2023

CHECKED BY: MARC WEINBERGER DATE 05/2023

DRAWN BY: KAILENE GINI DATE 05/2023



**DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
WATER PIPE REPLACEMENT DETAILS**

GENERAL NOTES (FOR SHEETS E-1 TO E-8):

1. ALL WORK SHALL CONFORM TO THE LATEST EDITIONS OF THE CITY OF ROSEVILLE CONSTRUCTION AND IMPROVEMENT STANDARDS (INCLUDING THE LATEST AMENDMENTS), STANDARD CONSTRUCTION SPECIFICATIONS, 2015 CALTRANS STANDARD PLAN AND SPECIFICATIONS AND THE LATEST EDITION OF THE CA MUTCD.
2. LOCATION OF EXISTING UTILITIES, AS SHOWN ON THESE PLANS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL CONTACT ALL UTILITIES TO VERIFY UNDERGROUND AND OVERHEAD UTILITIES. THE CONTRACTOR SHALL CALL 811, UNDERGROUND SERVICE ALERT (U.S.A), 48 HOURS PRIOR TO ALL EXCAVATION.
3. THE LOCATION OF ALL LIGHTING STANDARDS, PULL BOXES, CONDUITS AND OTHER EQUIPMENT SHOWN ON THIS PLAN ARE APPROXIMATE AND MAY BE CHANGED TO SUIT FIELD CONDITIONS AS DIRECTED BY THE ENGINEER.
4. ALL PULL BOX SHALL BE No. 5, UNLESS OTHERWISE NOTED.
5. NEW PULL BOXES SHALL NOT BE PLACED WITHIN DRIVEWAYS AND CURB RAMP AREAS.
6. THIS PLAN IS ACCURATE FOR ELECTRICAL WORK ONLY.
7. INSTALL CONDUIT RISER AND CONDUIT EXPANSION FITTING IN THE STRUCTURE PER CALTRANS STANDARD PLAN ES-9B.
8. CONDUITS FOR FIBER OPTIC CABLE SHALL BE 45 DEGREES SWEEPED INTO THE PULL BOX. CONDUITS SHALL SHARE THE SAME TRENCH WITH LIGHTING WHERE APPLICABLE.

LEGEND (FOR SHEETS E-1 TO E-4):

- 1

CIRCUIT NO.

INSTALL LITHONIA LIGHTING D-SERIES SIZE 1 SINGLE HEAD 70 W LED LUMINAIRE (MODEL No. DSX1LED-P2-30K-T3M-MVOLT-RPA-FINISH) ON 20' ROUND STRAIGHT STEEL POLE (MODEL No. RSS-20-4B-DM19-FINISH) OR APPROVED EQUAL
- 1

2

CIRCUIT NO.

INSTALL LITHONIA LIGHTING D-SERIES SIZE 1 DUAL HEAD 70 W LED LUMINAIRE (MODEL No. DSX1LED-P2-30K-T3M-MVOLT-RPA-FINISH) ON 20' ROUND STRAIGHT STEEL POLE (MODEL No. RSS-20-4B-DM28-FINISH) OR APPROVED EQUAL
- SURFACE-MOUNTED GARDCO 21W SOFFIT LIGHTS WITH HOUSE SIDE SHIELD AND WIRE GUARD (MODEL No. SVPG-A01-830-T1R-SUR-UNV-BLBT-L2-FINISH-ES-WG)
- CCTV CAMERA (MODEL No. AXIS P47 PANORAMIC CAMERA SERIES) OR APPROVED EQUAL.

PROJECT NOTES (FOR THIS SHEET ONLY):

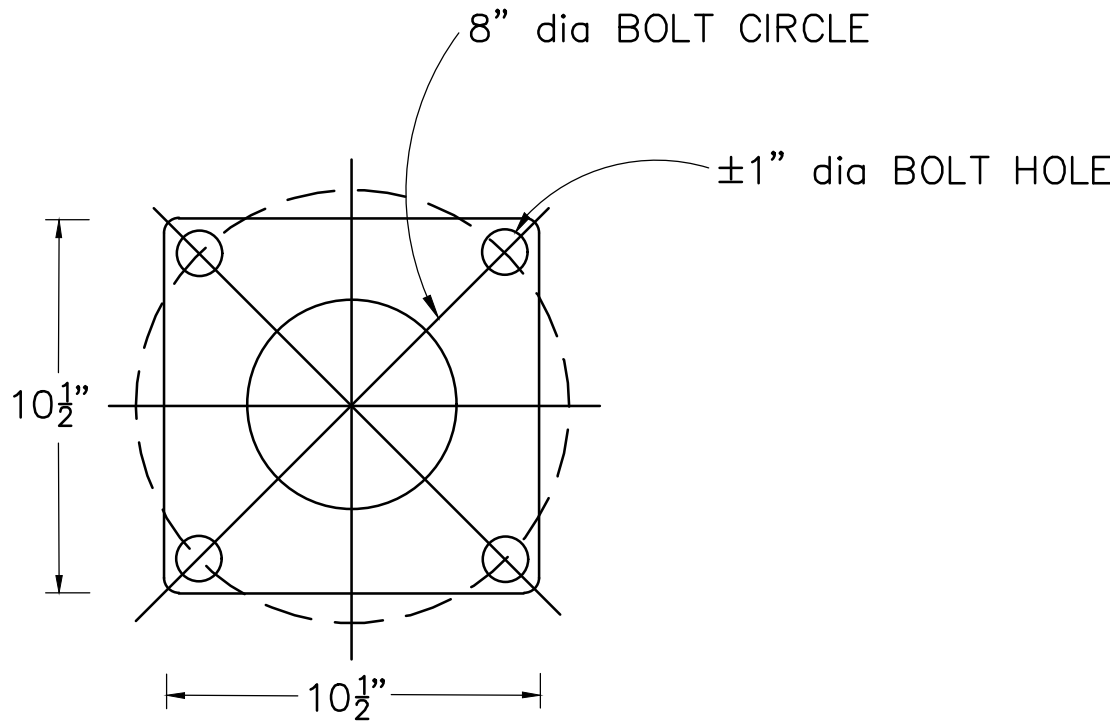
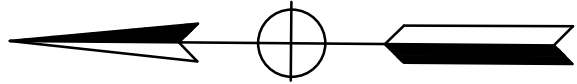
- 1 1½"C, 2#8 (120 V LIGHTING), 1#8 (G).
- 2 1½"C, 3#8 (120 V LIGHTING), 1#8 (G).
- 3 EXISTING ROSEVILLE ELECTRIC SECONDARY PULL BOX. COORDINATE WITH ROSEVILLE ELECTRIC FOR SERVICE CONNECTION.
- 4 2"C, 3#8 (120 V LIGHTING), 3#14 (PEU), 1#8 (G).
- 5 FURNISH AND INSTALL TYPE III-AF METERED SERVICE EQUIPMENT ENCLOSURE. FRONT DOOR SHALL FACE SOUTH. SEE SHEET E-7 FOR WIRING DIAGRAM.
- 6 3"C, 3#2 (SERVICE).
- 7 EXISTING SERVICE CONDUIT.

CALTRANS STANDARD NOTES:

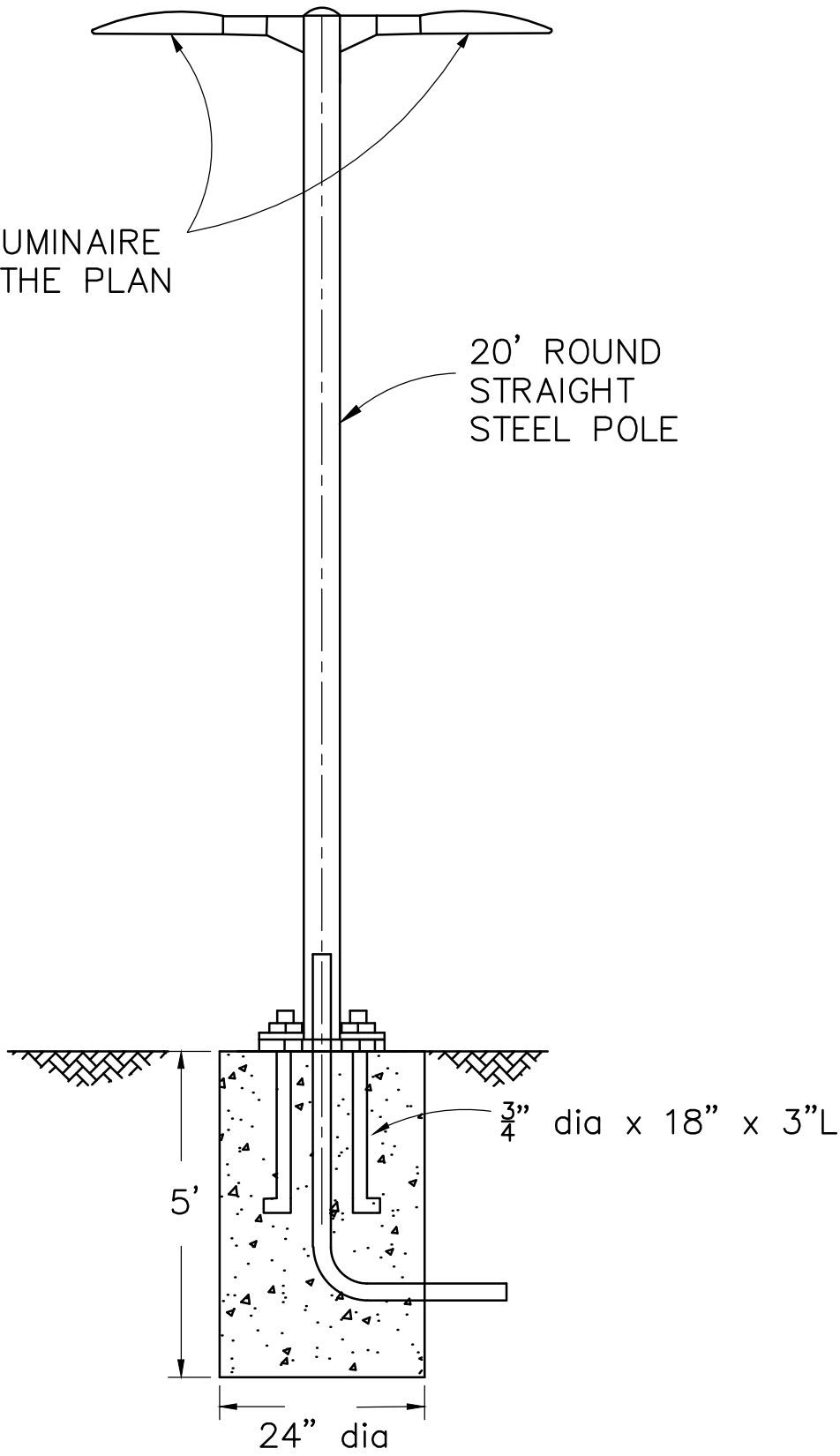
- CB

INSTALL CONDUIT INTO EXISTING PULL BOX
- R

NEW CONDUIT RISER ATTACHED TO THE STRUCTURE

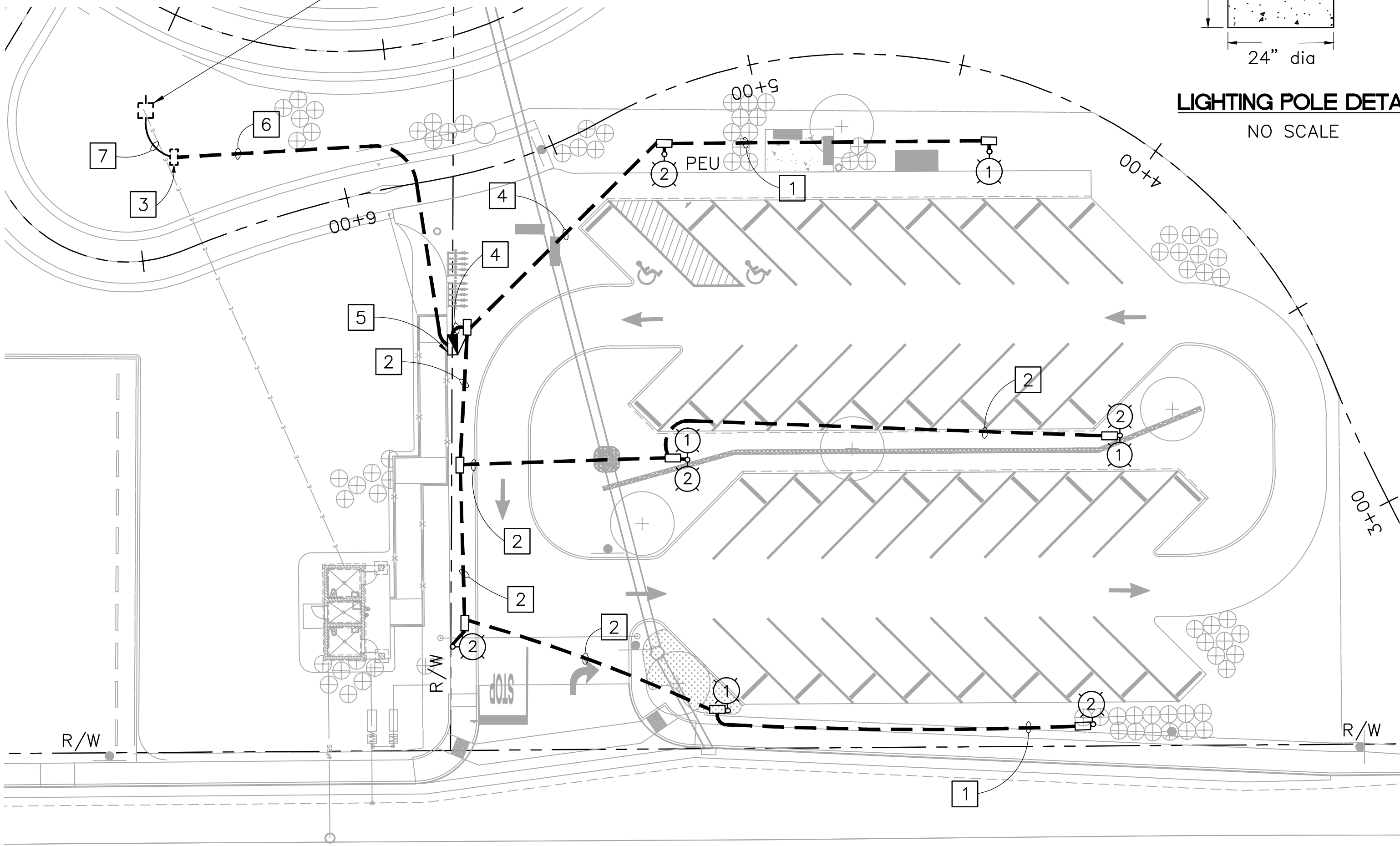


BASE PLATE DETAIL
NO SCALE



LIGHTING POLE DETAIL
NO SCALE

ROSEVILLE ELECTRIC SERVICE POINT (120/240 V)
9-70 W LED LUMINAIRES (METERED)



RIVERSIDE AVENUE

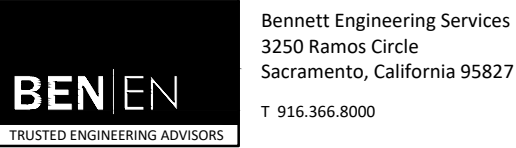
DRAWING SHALL BE AT INDICATED SCALE WHEN BAR UNITS MEASURE IN INCHES.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

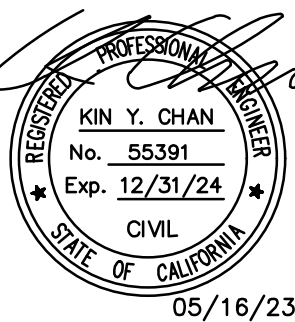
BENCH MARK	ELEV.	SEE NOTES
THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.		

FIELD BOOK
SCALE
HORIZ. 1"=20'
VERT. N/A

CITY# 972505



DESIGNED BY: K. CHAN DATE 05/2023
CHECKED BY: D. YAU DATE 05/2023
DRAWN BY: A. HUYNH DATE 05/2023



DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
LIGHTING (PARKING LOT)

E-1

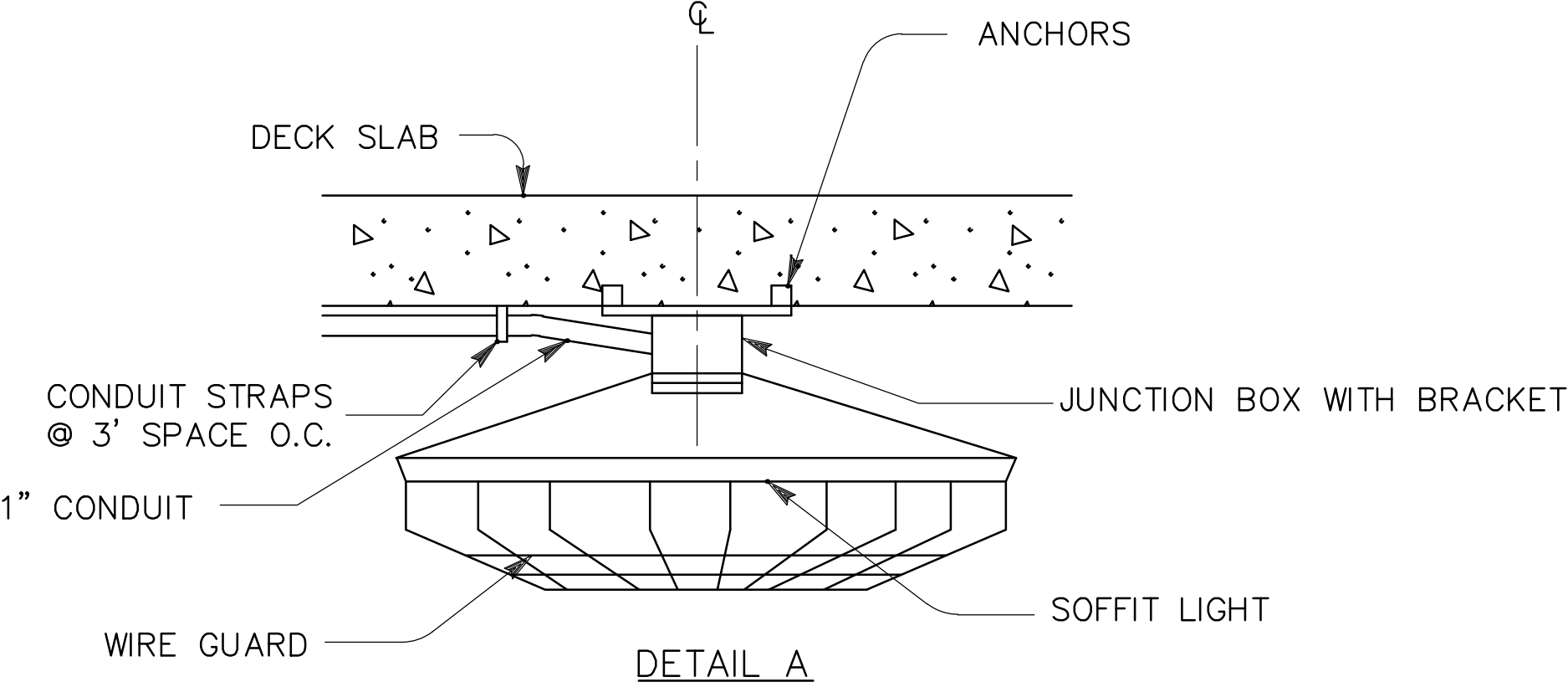
SHEET
161
OF
168

NOTE:

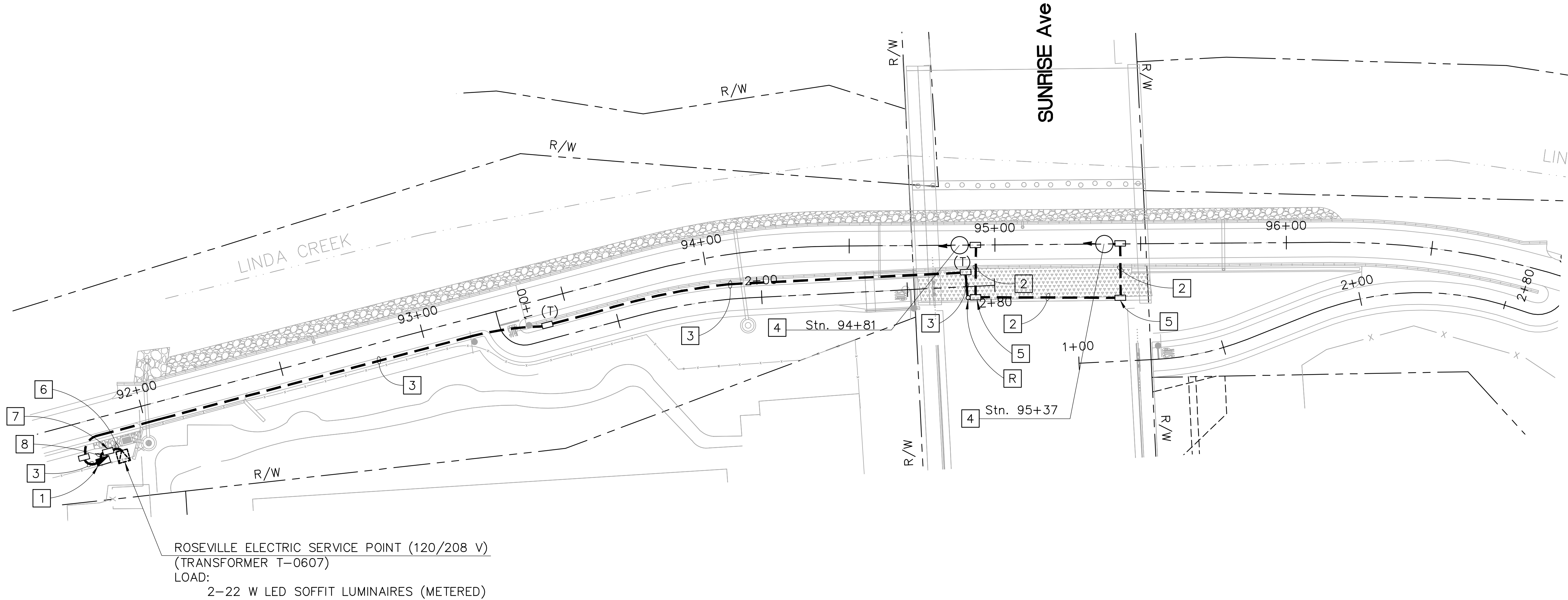
SEE GENERAL NOTES AND LEGEND ON SHEET E-1.

PROJECT NOTES (FOR THIS SHEET ONLY):

- 1
- INSTALL TYPE III-AF METERED SERVICE EQUIPMENT ENCLOSURE. SEE DETAILS ON SHEET E-8 FOR WIRING DIAGRAM AND CABINET. TYPE V INTERNAL PEU. FRONT DOOR SHALL FACE NORTH.
- 2
- 1" TYPE 1 SURFACE-MOUNTED CONDUIT, 2#8 (120V LIGHTING), 1#8(G).
- 3
- 2"C, 2#8 (120V LIGHTING), 1#8(G).
- 4
- INSTALL SURFACE-MOUNTED 22W SOFFIT LIGHT, JUNCTION BOX AND BRACKET TO CENTER OF TRAIL. HOUSE SIDE SHIELD SHALL BE INSTALLED ON NORTH SIDE OF SOFFIT LUMINAIRE. SEE DETAIL A ON THIS SHEET.
- 5
- INSTALL OUTDOOR RATED NEMA TYPE 4X METAL JUNCTION BOX (6" X 6" X 6").
- 6
- 3"C, PT. COORDINATE WITH ROSEVILLE ELECTRIC FOR SERVICE CONNECTION.
- 7
- INSTALL SECONDARY PULL BOX PER ROSEVILLE ELECTRIC REQUIREMENTS.
- 8
- 3"C, 3#1 (SERVICE).



- NOTES:
- 1
- INSTALL SOFFIT LIGHT PER MANUFACTURER RECOMMENDATION.
- 2
- IN ORDER TO PROTECT THE EXISTING REINFORCING STEEL IN BRIDGE STRUCTURE, NON-DESTRUCTIVE TESTING MUST BE PERFORMED PRIOR TO DRILLING FOR CONCRETE ANCHORS FOR THE MOUNTING OF LIGHTS OR CONDUITS TO ANY PART OF THE STRUCTURE.



0 1 2 DRAWING SHALL BE AT INDICATED SCALE WHEN BAR UNITS MEASURE IN INCHES.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.	SEE NOTES
THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.		

FIELD BOOK
SCALE
HORIZ. 1"=20'
VERT. N/A

CITY# 972505



DESIGNED BY: K. CHAN		DATE 05/2023	
CHECKED BY: D. YAU		DATE 05/2023	
DRAWN BY: A. HUYNH		DATE 05/2023	

BEN

EN

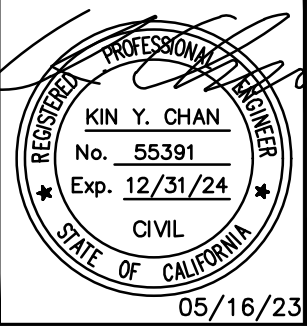
TRUSTED ENGINEERING ADVISORS

Bennett Engineering Services

3250 Ramos Circle

Sacramento, California 95827

T 916.366.8000



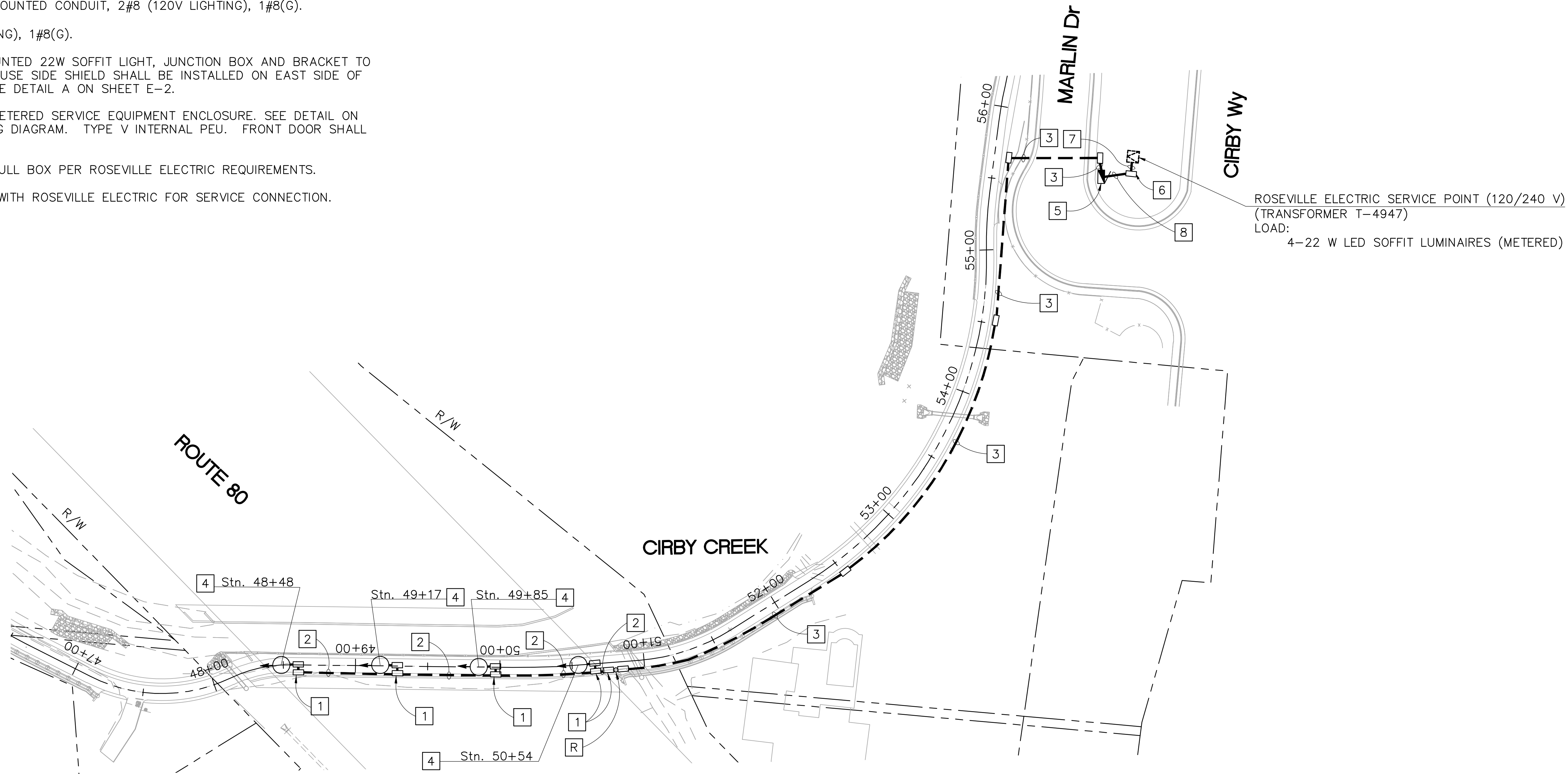
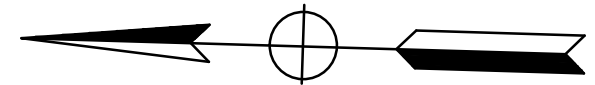
DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
LIGHTING (TRAIL)

NOTE:

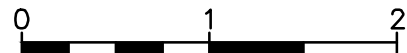
SEE GENERAL NOTES AND LEGEND ON SHEET E-1.

PROJECT NOTES (FOR THIS SHEET ONLY):

- 1
- INSTALL OUTDOOR RATED NEMA TYPE 4X METAL JUNCTION BOX (6" X 6" X 6").
- 2
- 1" TYPE 1 SURFACE-MOUNTED CONDUIT, 2#8 (120V LIGHTING), 1#8(G).
- 3
- 2"C, 2#8 (120V LIGHTING), 1#8(G).
- 4
- INSTALL SURFACE-MOUNTED 22W SOFFIT LIGHT, JUNCTION BOX AND BRACKET TO CENTER OF TRAIL. HOUSE SIDE SHIELD SHALL BE INSTALLED ON EAST SIDE OF SOFFIT LUMINAIRE. SEE DETAIL A ON SHEET E-2.
- 5
- INSTALL TYPE III-AF METERED SERVICE EQUIPMENT ENCLOSURE. SEE DETAIL ON SHEET E-7 FOR WIRING DIAGRAM. TYPE V INTERNAL PEU. FRONT DOOR SHALL FACE SOUTH.
- 6
- INSTALL SECONDARY PULL BOX PER ROSEVILLE ELECTRIC REQUIREMENTS.
- 7
- 3"C, PT. COORDINATE WITH ROSEVILLE ELECTRIC FOR SERVICE CONNECTION.
- 8
- 3"C, 3#1 (SERVICE).



Xrefs: V-TPG-DryCreek_Topo-A11|DCBT-C-BORDER_YC|20-103-LWD_Base|DCBT-X-P|DCBT-C-TOPO-ADDITIONS (3)|DCBT-C-ALIGN(1)|DCBT-C-RD
Images: cropped COR black logo.tif



DRAWING SHALL BE AT INDICATED SCALE WHEN BAR UNITS MEASURE IN INCHES.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.	SEE NOTES
THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.		

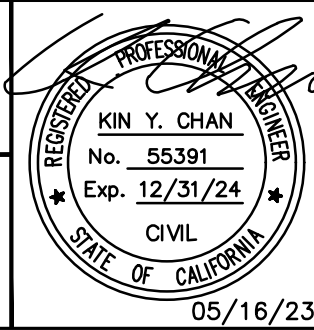
FIELD BOOK
SCALE
HORIZ. 1"=40'
VERT. N/A

CITY# 972505



Bennett Engineering Services
3250 Ramos Circle
Sacramento, California 95827
T 916.366.8000

DESIGNED BY:	K. CHAN	DATE	05/2023
CHECKED BY:	D. YAU	DATE	05/2023
DRAWN BY:	A. HUYNH	DATE	05/2023



DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
LIGHTING (TRAIL)

E-3

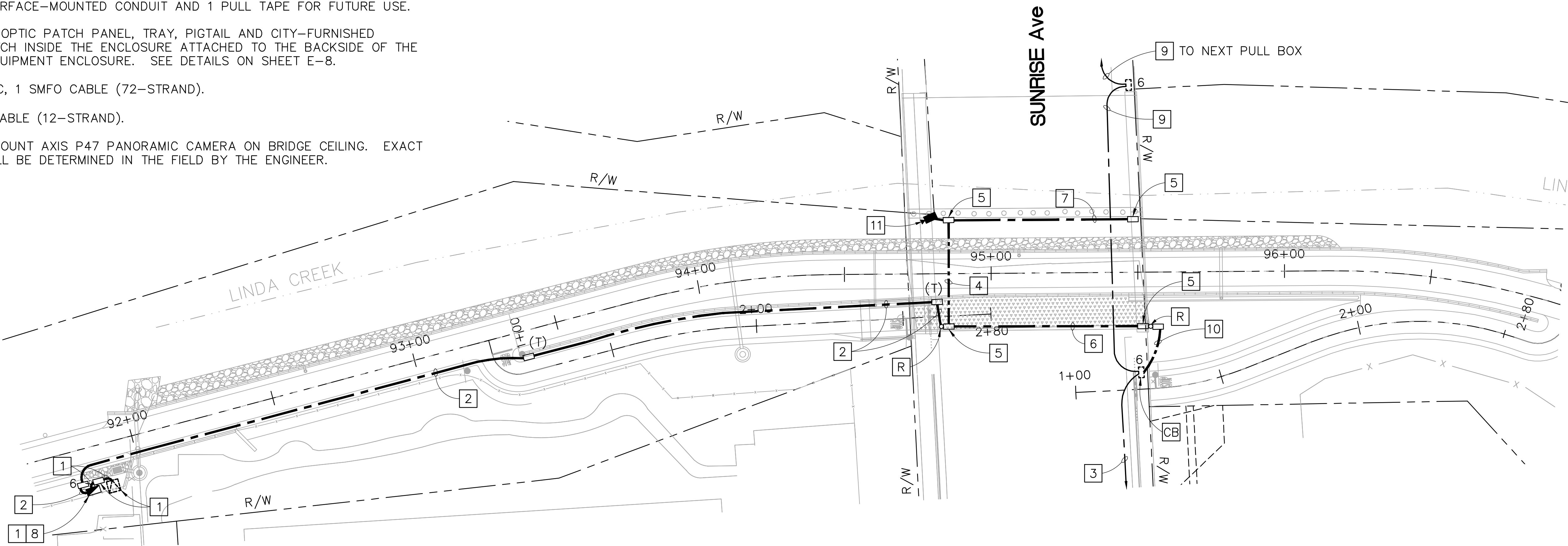
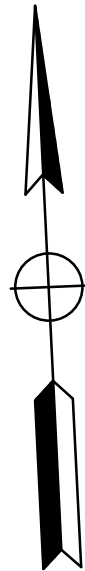
SHEET
163
OF
168

NOTES:

1. SEE GENERAL NOTES AND LEGEND ON SHEET E-1.
2. IN ORDER TO PROTECT THE EXISTING REINFORCING STEEL IN BRIDGE STRUCTURE, NON-DESTRUCTIVE TESTING MUST BE PERFORMED PRIOR TO DRILLING FOR CONCRETE ANCHORS FOR THE MOUNTING OF LIGHTS OR CONDUITS TO ANY PART OF THE STRUCTURE.

PROJECT NOTES (FOR THIS SHEET ONLY):

1. SEE SHEET E-2 FOR DETAILS.
2. 2”C, 1 CAT6 CABLE, 1 SMFO CABLE (12-STRAND).
3. EXISTING 2-2”C, 1 SMFO CABLE (72-STRAND). ADD ONE 12-STRAND SMFO CABLE (±1635'). SPLICE 12-STRAND SMFO CABLE IN EXISTING P48 PULL BOX AT THE SOUTHEAST CORNER OF SUNRISE Ave/CIRBY Wy INTERSECTION.
4. 1½” TYPE 1 SURFACE-MOUNTED CONDUIT, 1 CAT6 CABLE.
5. INSTALL OUTDOOR RATED NEMA TYPE 4X METAL JUNCTION BOX (12” X 12” X 6”) ON CEILING OF BRIDGE.
6. 1½” TYPE 1 SURFACE-MOUNTED CONDUIT, 1 SMFO CABLE (12-STRAND).
7. 1½” TYPE 1 SURFACE-MOUNTED CONDUIT AND 1 PULL TAPE FOR FUTURE USE.
8. INSTALL FIBER OPTIC PATCH PANEL, TRAY, PIGTAIL AND CITY-FURNISHED ETHERNET SWITCH INSIDE THE ENCLOSURE ATTACHED TO THE BACKSIDE OF THE TYPE III-AF EQUIPMENT ENCLOSURE. SEE DETAILS ON SHEET E-8.
9. EXISTING 2-2”C, 1 SMFO CABLE (72-STRAND).
10. 2”C, 1 SMFO CABLE (12-STRAND).
11. SUPPLY AND MOUNT AXIS P47 PANORAMIC CAMERA ON BRIDGE CEILING. EXACT LOCATION SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER.



0 1 2 DRAWING SHALL BE AT INDICATED SCALE WHEN BAR UNITS MEASURE IN INCHES.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

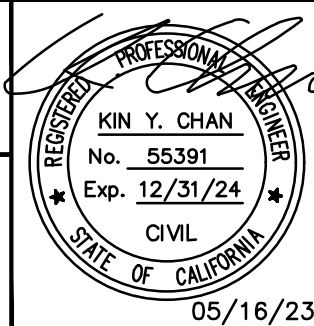
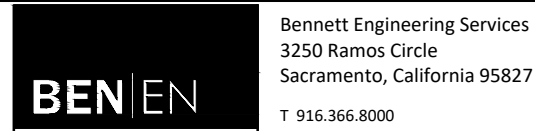
BENCH MARK	ELEV.	SEE NOTES
THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.		

FIELD BOOK
SCALE
HORIZ. 1"=20'
VERT. N/A

CITY# 972505



DESIGNED BY: K. CHAN		DATE 05/2023	
CHECKED BY: D. YAU		DATE 05/2023	
DRAWN BY: A. HUYNH		DATE 05/2023	



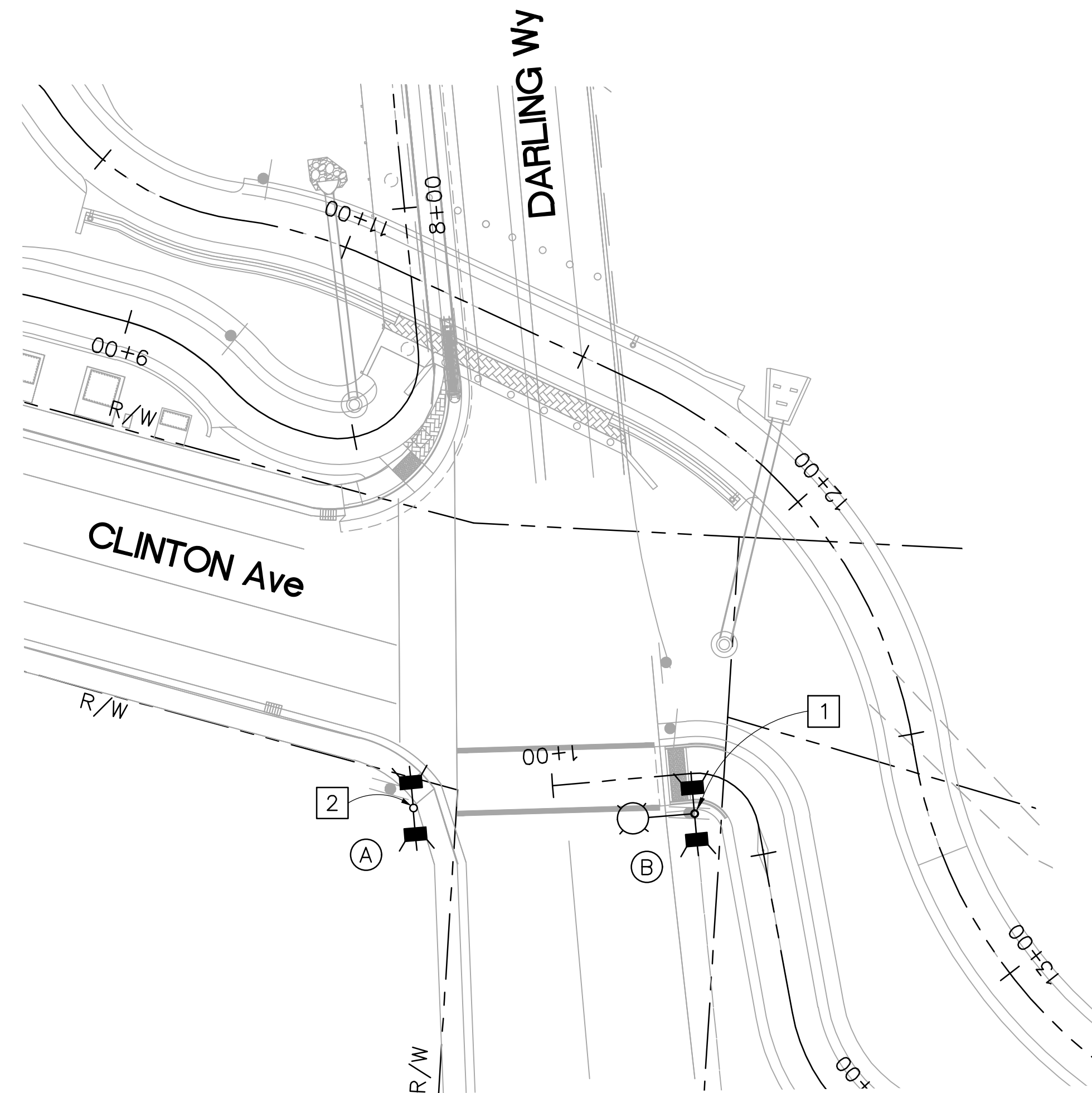
DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
CAMERA STATION

SEE GENERAL NOTES ON SHEET E-1.

1 INSTALL SOLAR TAPCO-INTEGRATED BLINKERSIGN (W11-2) SYSTEM ON STREET LIGHTING STANDARD. SEE SHEETS PP-1 AND CD-3 FOR STREET LIGHT INSTALLATION. OVERHEAD SERVICE WILL BE INSTALLED BY ROSEVILLE ELECTRIC. SEE DETAIL A ON SHEET E-6.

2 INSTALL TYPE 1-B STANDARD (13') WITH SOLAR TAPCO-INTEGRATED BLINKERSIGN (W11-2) SYSTEM. SEE DETAIL B ON SHEET E-6.

The diagram shows a horizontal shaft. On the left end, there is a pinion (a small gear). In the middle of the shaft, there is a larger gear. On the right end of the shaft, there is a pulley (a wheel with a groove for a belt). The shaft is supported by bearings, which are represented by circles with crosshairs.



BENCH MARK ELEV. SEE NOTES

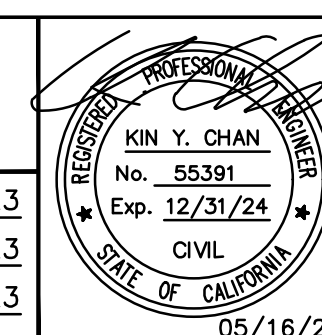
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BENCHMARKS 65, 66, 85, AND 90,
ADJUSTED TO NAVD88 BY ADDING A
PROJECT FACTOR OF +2.16 FEET.

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CITY# 972505



DESIGNED BY: K. CHAN DATE 05/2023
CHECKED BY: D. YAU DATE 05/2023
DRAWN BY: A. HUYNH DATE 05/2023

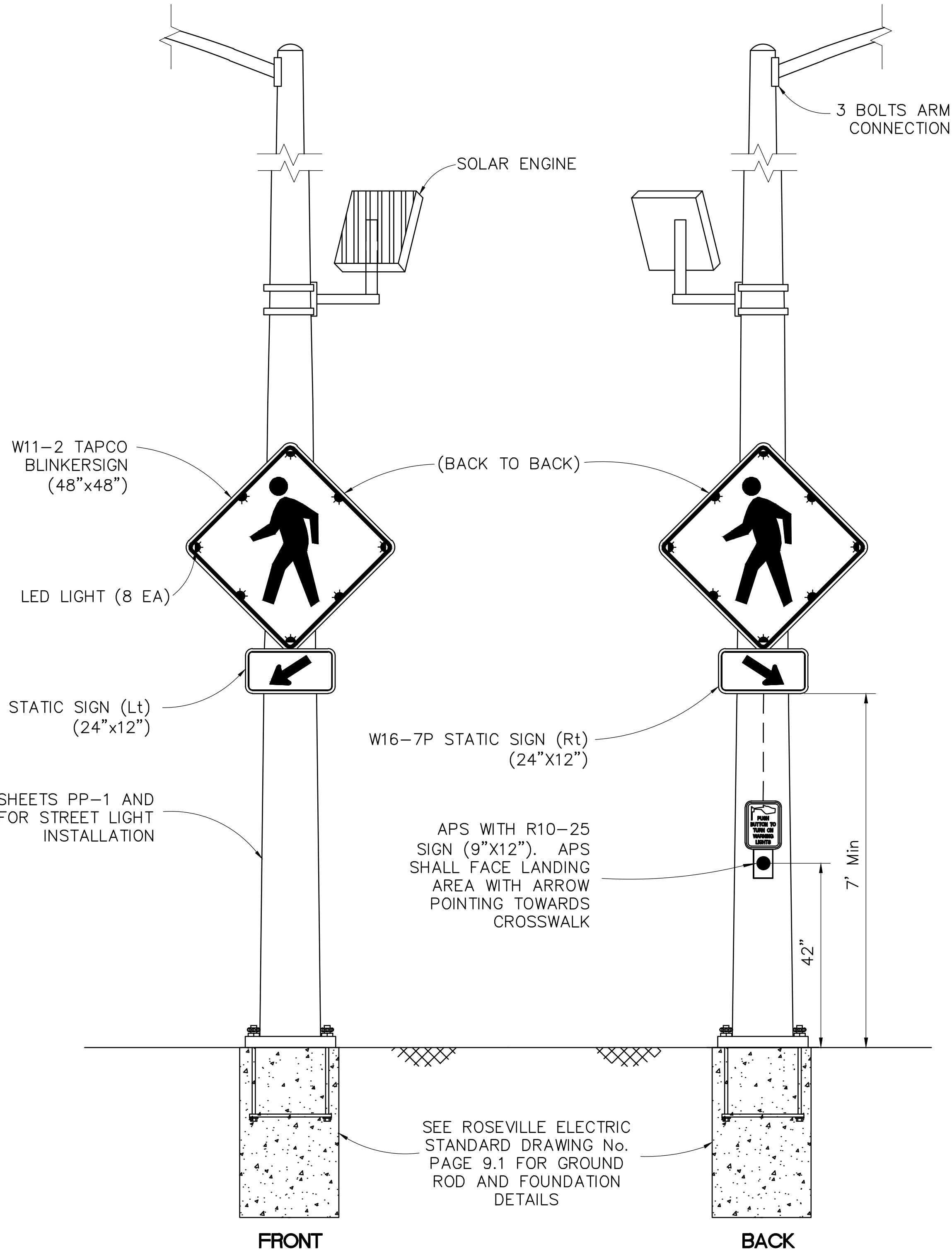


DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT PEDESTRIAN CROSSING WARNING SYSTEM

E-5

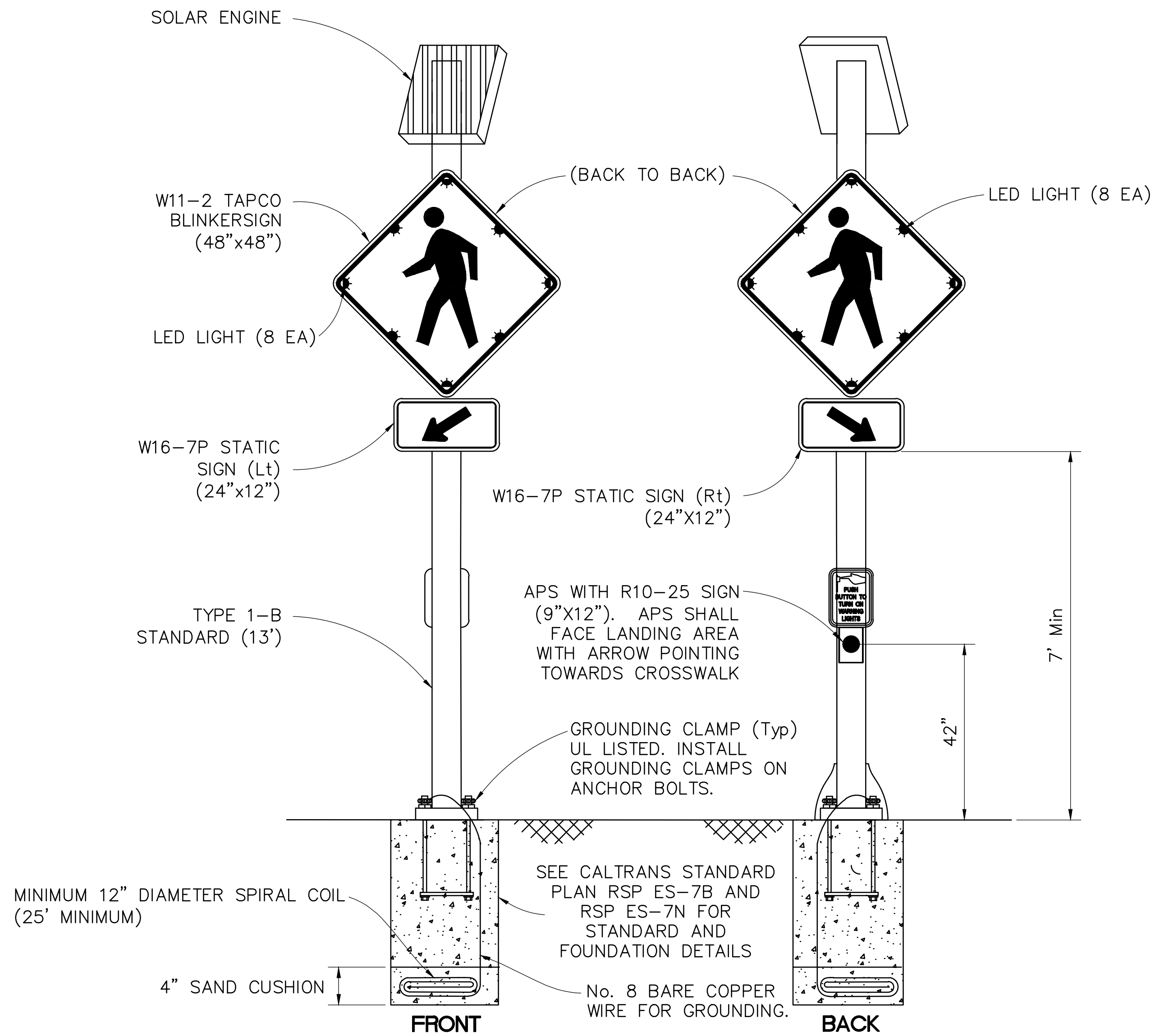
SHEET
165
— OF —
168

Xrefs: V-TPG-DryCreek_Topo-MJ(DCBT-C-BORDER_X-PL(DCBT-C-TOPO-ADDITIONS (3)(DCBT-C-ALIGN(1)(DCBT-C-RD
Images: cropped COR black logo.tif



DETAIL A
NO SCALE

NOTE: COORDINATE WITH ROSEVILLE ELECTRIC UTILITY TO INSTALL STREET LIGHTING AND PEDESTRIAN CROSSING WARNING SYSTEM TOGETHER.



DETAIL B
NO SCALE

0 1 2

DRAWING SHALL BE AT INDICATED SCALE WHEN BAR UNITS MEASURE IN INCHES.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.	SEE NOTES
THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.		

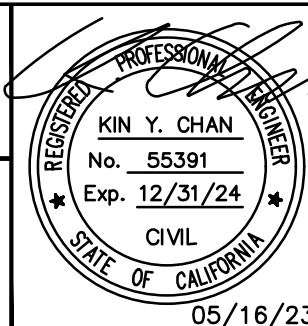
FIELD BOOK
SCALE
HORIZ. NTS
VERT. N/A

CITY# 972505



Bennett Engineering Services
3250 Ramos Circle
Sacramento, California 95827
T 916.366.8000

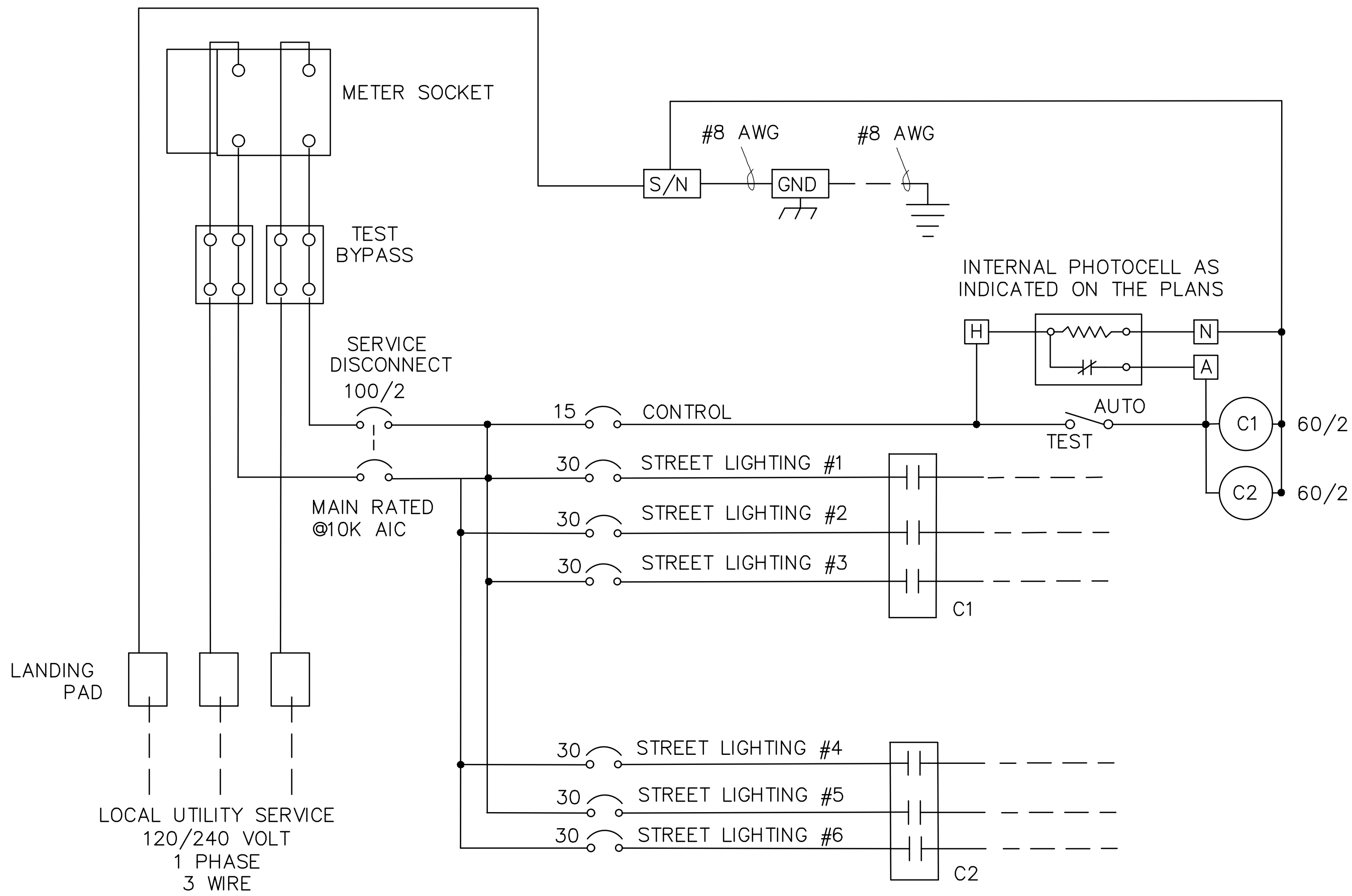
DESIGNED BY: K. CHAN DATE 05/2023
CHECKED BY: D. YAU DATE 05/2023
DRAWN BY: A. HUYNH DATE 05/2023



**DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
PEDESTRIAN CROSSING WARNING SYSTEM**

E-6

SHEET
166
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DETAIL
NO SCALE
LIGHTING WIRING DIAGRAM

Xrefs: V-TPG-DryCreek_Topo-A111DCBT-C-BORDER_YC20-103-LWD_Base1DCBT-X-P11DCBT-C-TOPG-ADDITIONS (3)1DCBT-C-ALIGN11DCBT-C-RD
Images: cropped COR block logo.tif



DRAWING SHALL BE AT INDICATED SCALE WHEN BAR UNITS MEASURE IN INCHES.

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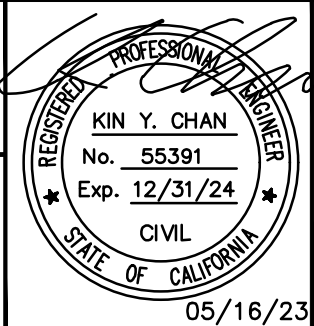
FIELD BOOK
SCALE
HORIZ. <u>NTS</u>
VERT. <u>N/A</u>

CITY# 972505



Bennett Engineering Services
3250 Ramos Circle
Sacramento, California 95827
T 916.366.8000

DESIGNED BY: K. CHAN DATE 05/2023
CHECKED BY: D. YAU DATE 05/2023
DRAWN BY: A. HUYNH DATE 05/2023



DRY CREEK GREENWAY EAST PHASE 1
TRAIL IMPROVEMENT PROJECT
ELECTRICAL DETAIL

E-7

SHEET
167
— OF —
168

Xrefs: V-TPG-DryCreek_Topo-MJ[DCBT-C-BORDER_YC[20-103-LWD_Base[DCBT-X-PL[DCBT-C-TOPO-ADDITIONS (3)[DCBT-C-ALIGN(1)[DCBT-C-RD
Images: cropped COR black logo.tif

0 1 2 DRAWING SHALL BE AT INDICATED SCALE WHEN BAR UNITS MEASURE IN INCHES.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

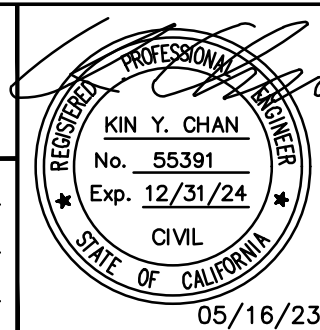
BENCH MARK	ELEV.	SEE NOTES
THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.		

FIELD BOOK
SCALE
HORIZ. NTS
VERT. N/A

CITY# 972505



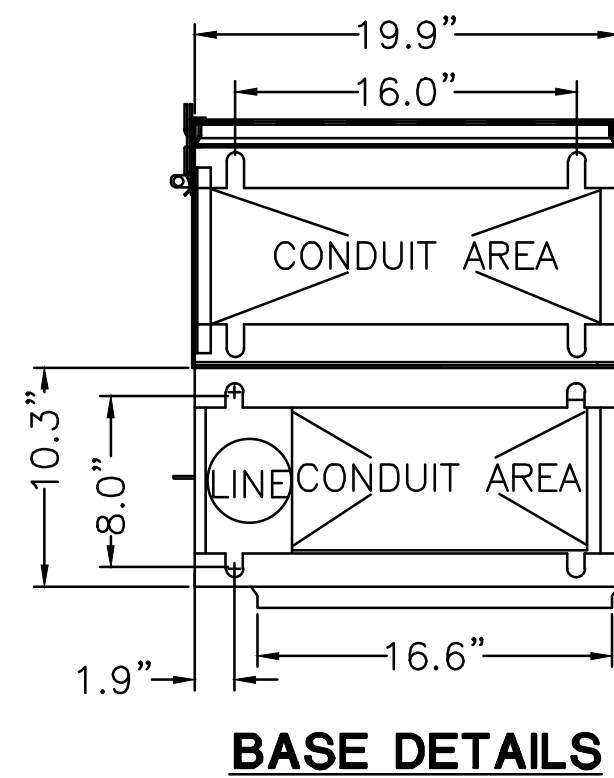
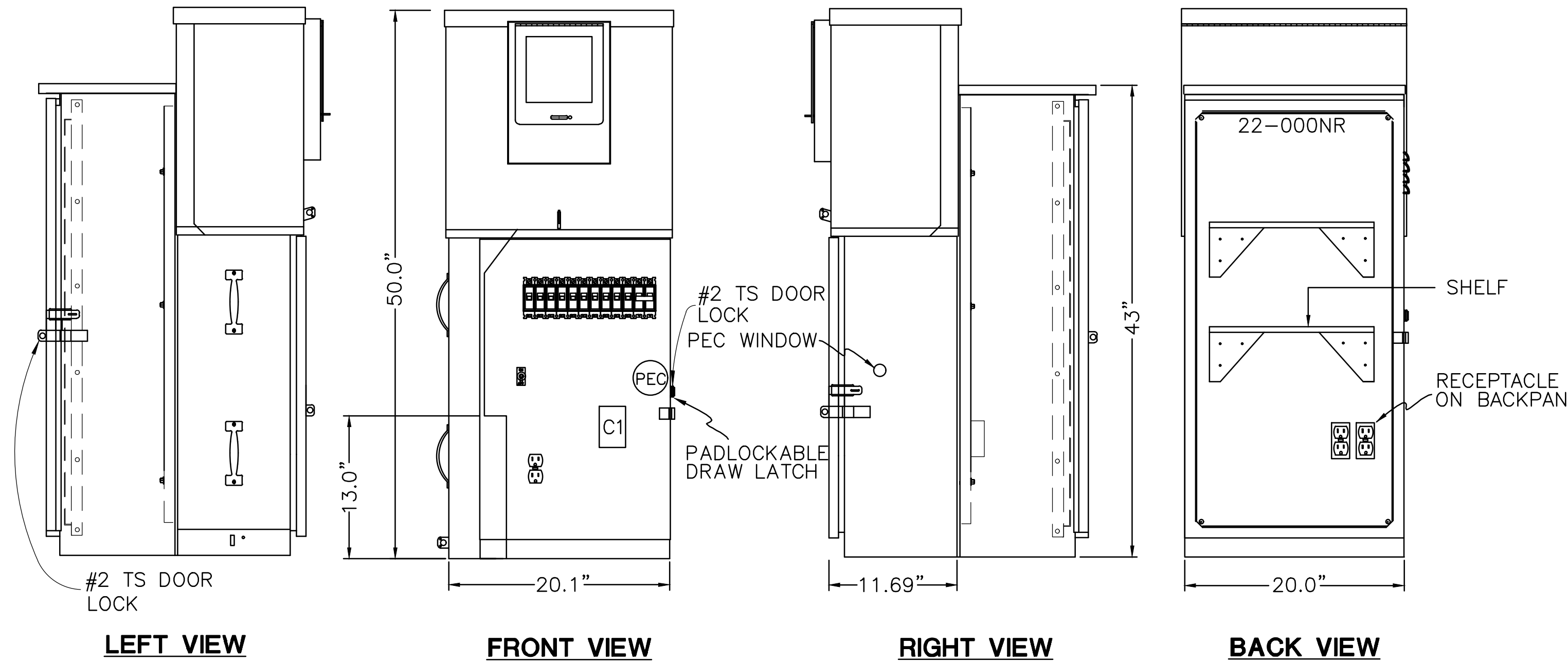
BENIEN TRUSTED ENGINEERING ADVISORS		Bennett Engineering Services 3250 Ramos Circle Sacramento, California 95827 T 916.366.8000	
DESIGNED BY:	K. CHAN	DATE	05/2023
CHECKED BY:	D. YAU	DATE	05/2023
DRAWN BY:	A. HUYNH	DATE	05/2023



DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT ELECTRICAL DETAIL

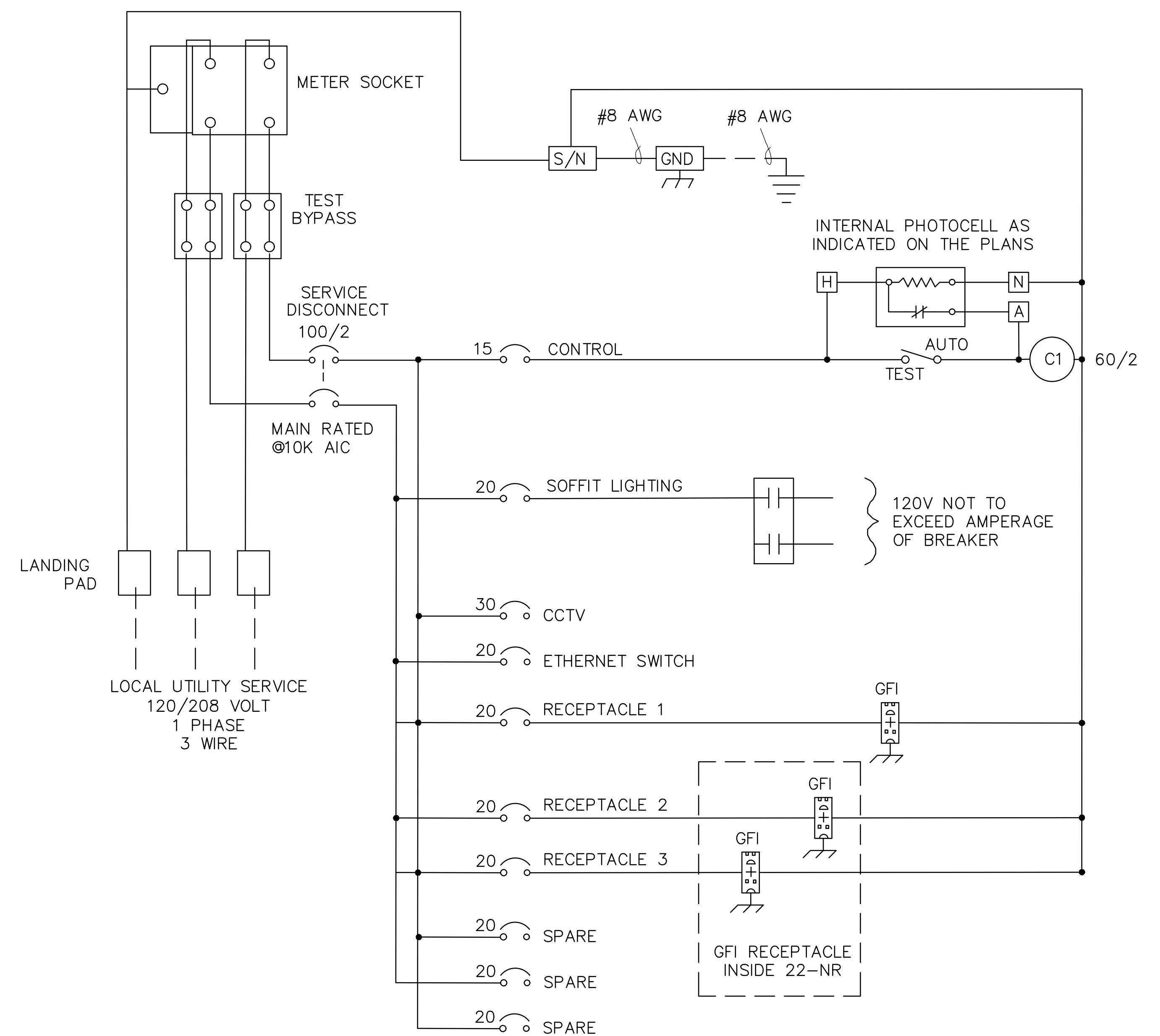
E-8
SHEET
168
— OF —
168

EUSERC 308



ENCLOSURE CONSTRUCTION NOTES

1. EXTERIOR, 1/8" ALUMINUM, AND INTERIOR 14 GA COLD ROLLED STEEL ELECTRICALLY WELDED AND REINFORCED WHERE REQUIRED.
2. CONSTRUCTION WILL BE NEMA 3R, RAIN-TIGHT.
3. ALL NUTS, BOLTS AND SCREWS WILL BE STAINLESS STEEL.
4. NUTS, BOLTS & SCREWS WILL NOT BE VISIBLE FROM OUTSIDE OF ENCLOSURE.
5. NAMEPLATES WILL BE PROVIDED AS REQUIRED.
6. CONTROL WIRING WILL BE MARKED AT BOTH ENDS BY PERMANENT WIRE MARKERS.
7. A PLASTIC COVERED WIRING DIAGRAM WILL BE ATTACHED TO THE INSIDE OF THE FRONT DOOR.
8. ENCLOSURE WILL BE FACTORY WIRED AND CONFORM TO REQUIRED NEMA AND UL 508A STANDARDS.
9. ANODIZE AFTER FABRICATION
10. CONTRACTOR SHALL PROVIDE #2 TS DOOR LOCK.



DETAIL
NO SCALE
LIGHTING & CCTV WIRING DIAGRAM



Streets & Bridges Project Manual

Name of project:

Dry Creek Greenway East Phase 1 Trail Project

City Project #400022

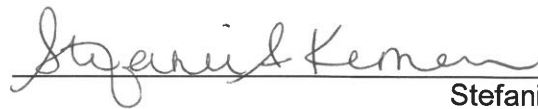
Federal Project ID #CML 5182(058)

Department: Public Works—Engineering



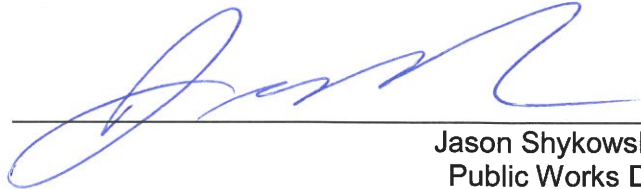
Notice to Contractors, Proposal, and Special Provisions for the
Dry Creek Greenway East Phase 1 Trail Project
Public Works – Engineering

APPROVAL RECOMMENDED BY:



Stefanie Kemen, P.E.
Engineering Manager
City of Roseville
RCE 72653

APPROVED BY:



Jason Shykowski, P.E.
Public Works Director
City of Roseville
RCE 58234

For use in connection with the State of California Standard Specifications dated 2015, Standard Plans dated 2015, Labor Surcharge and Equipment Rental Rates

CITY PROJECT # 400022

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

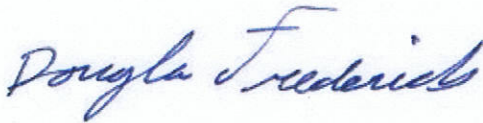
ROADWAY



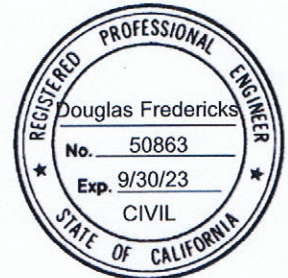
Brian Wright, Registered Civil Engineer



STRUCTURES



Douglas Fredericks, Registered Civil Engineer



ELECTRICAL



Kin Chan, Registered Civil Engineer



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	<u>Pagination Notation</u>
Notice to Contractors	NTC
Instructions to Bidders	INT
Proposal	PROP
Insurance Broker Information Packet	INS
Standard Construction Specifications	SCS
Assembly Bill No. 626	AB 626
Special Provisions	SP
Appendices	

I
NOTICE TO CONTRACTORS

CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS

Name of Project: Dry Creek Greenway East Phase 1 Trail Project

Federal Aid Project: CML 5182(058)

City of Roseville Contract: 400022

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT sealed Proposal will be received at the Office of the City Clerk, 311 Vernon Street, Roseville, California, until August 8, 2023 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 August 8, 2023 at the Office of the City Clerk located at 311 Vernon Street, Roseville California for the following project: Dry Creek Greenway East Phase 1 Trail Project.

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

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

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

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

[NAME OF PROJECT]

(Name of Bidder)

(Address of Bidder)

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

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

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

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

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

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

The City will affirmatively ensure that, in any Contract entered into pursuant to this Notice to Contractors, disadvantaged business enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of sex, race, color, or national origin in consideration for an award.

Bidders are advised that, as required by federal law, the City of Roseville is implementing new Disadvantaged Business Enterprise (DBE) requirements. Section 2, "Proposal Requirements and Conditions," under subsection title "Disadvantaged Business Enterprises (DBE)" and Section 5, "General," under subsection titled "Performance of Subcontractors" of the Special Provisions cover the DBE requirements.

The DBE contract goal for this project is: 20%.

THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.

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.

In accordance with the California Public Contract Code 20103.5 when federal funds are involved in local agency contracts, no bid shall be invalidated by the failure of the bidder to be licensed in California at the time of bid opening. However, at the time of award, the selected contractor shall be properly licensed in accordance with the laws of the State and the City of Roseville. Contractor shall possess a valid Class A, General Engineering Contractor license prior to award of Contract or other license qualifying the bidder to bid as a prime Contractor, prior to award of Contract as approved by Council. Said license shall be maintained during the contract period. It is the Bidder's and Contractor's responsibility to obtain the correct Contractor's licenses. Bidders shall be skilled and regularly engage in the general class or type of work called for under this contract.

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

The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the Project Manual and in copies of this book that may be examined at the offices described above where project plans, special provisions, and bid forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued

to holders of the Project Manual. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the Project Manual. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The City of Roseville will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes “helper” (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

The U.S. Department of Transportation (DOT) provides a toll-free “hotline” service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report these activities. The “hotline” is part of the DOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

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 submitted via Public Purchase. The deadline for submissions of questions and clarifications regarding the Contract Documents is 18 calendar days before the deadline for bid submissions. Only Addenda issued by the City are binding.

City Clerk, City of Roseville

Dated: _____

Published: _____

II

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

SECTION 1. GENERAL

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

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

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

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

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

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

SECTION 2: BID REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3: EVALUATION OF BIDS

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

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

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

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

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

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

SECTION 4: AWARD AND EXECUTION OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 5: BID PROTEST PROCEDURES

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

III PROPOSAL

PROPOSAL TO THE DEPARTMENT OF _____

Project:_____

Name of Bidder _____ Business Phone _____

Business Address _____

Place of Business _____

Contractor's License No. _____

License Expiration Date_____

License Classification Type _____

DIR Registration No. _____

Type of business organization: _____

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

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

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

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

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

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

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

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

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

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

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

Accompanying this Proposal is _____.

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

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

If SOLE OWNER, execute here:

I sign as sole owner of the business named above:

If PARTNERSHIP, one or more partners sign here:

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

If CORPORATION, execute here:

Corporate Name: _____

Incorporated under the laws of the State of _____

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

By _____
*Signature of Authorized Official**

By _____
*Signature of Authorized Official**

Title

Title

Typewritten or Printed Name

Typewritten or Printed Name

If JOINT VENTURE, execute here:

Joint Venture name composed of: _____

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

*Signature of Authorized Official**

*Signature of Authorized Official**

Title

Title

Typewritten or Printed Name

Typewritten or Printed Name

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

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

[LIST OF SUBCONTRACTORS FOLLOWS ON NEXT PAGE.]

LIST OF SUBCONTRACTORS

Contractor's Name: _____

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

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

SECURITY FOR COMPENSATION CERTIFICATE

(Required by California Labor Code Section 1861)

TO: City Council
City of Roseville

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

(Signature of Bidder)

Business Address

Telephone

BIDDER'S BOND

City Council of the City of Roseville

KNOW ALL MEN BY THESE PRESENTS:

That we _____
_____, as PRINCIPAL, and

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

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

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

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

_____(Seal)

_____(Seal)

_____(Seal)

Principal

_____(Seal)

_____(Seal)

_____(Seal)

Surety

Business Address

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

DRY CREEK GREENWAY EAST PHASE 1 TRAIL PROJECT

CONTRACTOR: _____

SCHEDULE OF BASE BID ITEMS

ITEM NO.	* ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE	SUBTOTAL
1	MOBILIZATION (10%)	LS	1	_____	_____
2	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	_____	_____
3	WATER POLLUTION CONTROL	LS	1	_____	_____
4	JOB SITE MANAGEMENT	LS	1	_____	_____
5	PORTABLE CHANGEABLE MESSAGE SIGNS	LS	1	_____	_____
6	TRAFFIC CONTROL SYSTEM	LS	1	_____	_____
7	CONSTRUCTION AREA SIGNS	LS	1	_____	_____
8	CLEARING AND GRUBBING	LS	1	_____	_____
9	ROLLED EROSION CONTROL PRODUCT	SQFT	70104	_____	_____
10	SYNTHETIC EROSION CONTROL MAT	SQFT	6823	_____	_____
11	HYDROSEEDING	SQFT	31523	_____	_____
12	COMPOST	CY	6	_____	_____
13	TEMPORARY HIGH VISIBILITY FENCE	LF	16147	_____	_____
14	TEMPORARY FIBER ROLL	LF	23151	_____	_____
15	TEMPORARY SILT FENCE	LF	8072	_____	_____
16	TEMPORARY CONCRETE WASHOUT	EA	10	_____	_____
17	TEMPORARY CONSRTUCTION ENTRANCE	EA	7	_____	_____
18	TEMPORARY DRAINAGE INLET PROTECTION	EA	9	_____	_____
19	ROADWAY EXCAVATION AND GRADING	CY	7400	_____	_____
20	IMPORTED BORROW	CY	4560	_____	_____
21	GEOSYNTHETIC REINFORCED EMBANKMENT	CY	2000	_____	_____
22	GEOSYNTHETIC EROSION CONTROL WRAP	SY	2056	_____	_____
23	REMOVE CONCRETE SIDEWALK	SY	141	_____	_____
24	REMOVE CONCRETE CURB & GUTTER	LF	301	_____	_____
25	REMOVE MISCELLANEOUS CONCRETE	CY	5	_____	_____
26	REMOVE AC DIKE	LF	63	_____	_____
27	REMOVE FENCE (Incl. GATES)	LF	1771	_____	_____
28	REMOVE TRAIL SWING GATE	EA	2	_____	_____
29	REMOVE TREE	EA	259	_____	_____
30	REMOVE STREET LIGHT	EA	5	_____	_____
31	PREFABRICATED RESTROOM	LS	1	_____	_____
32	HOT MIX ASPHALT (TYPE A)	TON	778	_____	_____

DRY CREEK GREENWAY EAST PHASE 1 TRAIL PROJECT

33	PCC PAVEMENT (BIKE TRAIL)	CY	1422		
34	AGGREGATE BASE (CLASS 2)	CY	1480		
35	DECOMPOSED GRANITE	CY	277		
36	MINOR CONCRETE (SIDEWALK)	CY	35		
37	MINOR CONCRETE (CURB AND GUTTER TYPE 2)	CY	49		
38	MINOR CONCRETE (BARRIER CURB)	CY	2		
39	MINOR CONCRETE (HEADWALL)	CY	70		
40	MINOR CONCRETE (PIPE INLET)	CY	6		
41	BAR REINFORCING STEEL (DRAINAGE STRUCTURE)	LB	4430		
42	TRASH RACK, 36"	EA	3		
43	MINOR CONCRETE (RETAINING CURB)	LF	328		
44	RELOCATE POST AND CABLE FENCE	LF	165		
45	POST AND CABLE FENCE	LF	3168		
46	CHAIN LINK FENCE	LF	2177		
47	STEEL BAR TRAIL SWING GATE	EA	1		
48	COLLAPSIBLE BOLLARDS	EA	3		
49	FIXED BOLLARDS	EA	4		
50	IN-LINE CRASH CUSHION (TYPE SCI-70GM TL-2)	EA	2		
51	DETECTABLE WARNING TILE	SF	39		
52	RELOCATE ROADSIDE SIGN	EA	2		
53	ROADSIDE SIGN (1-POST)	EA	44		
54	REMOVE ROADSIDE SIGN PANEL	EA	3		
55	INSTALL ROADSIDE SIGN PANEL	EA	65		
56	BIKE TRAIL STENCIL WITH "SHARE THE TRAIL" SIGNAGE	EA	16		
57	THERMOPLASTIC PAVEMENT MARKINGS	SF	545		
58	MMA COLORED PAVEMENT MARKING	SF	460		
59	4" THERMOPLASTIC TRAFFIC STRIPE (CENTERLINE AND SOLID LINE - YELLOW)	LF	13750		
60	4" THERMOPLASTIC TRAFFIC STRIPE (EDGE SOLID LINE - WHITE)	LF	3580		
61	6" THERMOPLASTIC TRAFFIC STRIPE (DETAIL 39)	LF	884		
62	TRAFFIC MARKERS (DETAIL 23)	EA	121		
63	LONGITUDINAL PEAK STONE TOE PROTECTION	CY	91		
64	VEGETATED ROCK SLOPE PROTECTION	CY	201		
65	ROCK SLOPE PROTECTION (CLASS IV, METHOD B)	CY	748		
66	ROCK SLOPE PROTECTION FABRIC (CL8)	SY	880		
67	MODIFIED CONCRETE COLLAR	EA	2		
68	12" FES	EA	1		
69	12" RCP	LF	77		

DRY CREEK GREENWAY EAST PHASE 1 TRAIL PROJECT

70	18" FES	EA	6		
71	18" RCP	LF	164		
72	24" FES	EA	8		
73	24" RCP	LF	376		
74	36" RCP	LF	136		
75	54" RCP	LF	111		
76	REMOVE AND REPLACE SD DI	EA	1		
77	SDMH (City Standard Detail DR-4)	EA	5		
78	DROP INLET (Type C)	EA	1		
79	DROP INLET (Type F)	EA	5		
80	CONCRETE PIPE INLET (TYPE OCP)	EA	2		
81	ADJUST SSMH LID TO GRADE	EA	8		
82	ADJUST PULL BOX TO GRADE	EA	2		
83	RELOCATE STONE PLAQUE	EA	1		
84	INSTALL STREET LIGHT	EA	6		
85	SSMH	EA	1		
86	WATER TEE-CONNECTION TO WATER MAIN	EA	1		
87	WATER & IRRIGATION VALVE, METER, AND BACKFLOW PREVENTER ASSEMBLY	LS	1		
88	RELOCATE FIRE HYDRANT	EA	1		
89	ADJUST WATER VALVE TO GRADE	EA	2		
90	4" VCP SEWER PIPE (PREFAB-RESTROOM)	LF	50		
91	1.5" WATER PIPE (PREFAB-RESTROOM)	LF	35		
92	ELECTRICAL CONDUIT (PREFAB-RESTROOM)	LF	112		
93	STRUCTURE EXCAVATION (RETAINING WALL)	CY	3982		
94	STRUCTURE EXCAVATION (SOLDIER PILE WALL)	CY	280		
95	STRUCTURE BACKFILL (RETAINING WALL)	CY	2978		
96	STRUCTURE BACKFILL (SOLDIER PILE WALL)	CY	174		
97	CONCRETE BACKFILL (SOLDIER PILE WALL)	CY	215		
98	30" DRILLED HOLE	LF	1043		
99	36" DRILLED HOLE	LF	128		
100	STEEL SOLDIER PILE	LF	1280		
101	CONCRETE LAGGING	CY	106		
102	STRUCTURAL CONCRETE (RETAINING WALL)	CY	1274		
103	BAR REINFORCING STEEL (RETAINING WALL)	LB	81286		
104	ARCHITECTURAL TREATMENT	SF	2648		
105	CABLE RAILING	LF	892		
106	TUBULAR RAILING	LF	1485		

DRY CREEK GREENWAY EAST PHASE 1 TRAIL PROJECT

107	GABION	CY	644		
108	MINOR CONCRETE (MINOR STRUCTURE)	CY	36		
109	AGGREGATE BASE	CY	118		
110	ROCK SLOPE PROTECTION (300LB, CLASS IV, METHOD B)	CY	605		
111	ROCK SLOPE PROTECTION (1/4T, CLASS V, METHOD B)	CY	615		
112	STRUCTURE EXCAVATION (BRIDGE)	CY	78		
113	STRUCTURE BACKFILL (BRIDGE)	CY	40		
114	30" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	385		
115	STRUCTURAL CONCRETE, BRIDGE SUBSTTR	CY	114		
116	STRUCTURAL CONCRETE, BRIDGE SUPERSTTR	CY	60		
117	BAR REINFORCING STEEL (BRIDGE)	LB	133972		
118	STEEL RAILING	LF	146		
119	CONCRETE BARRIER (TYPE 60)	LF	137		
120	REMOVE CONCRETE BARRIER	LB	14		
121	CONCRETE BARRIER (TYPE 732)	LF	34		
122	SPECIAL SLIDING JOINT	LF	14		
123	WATER LINE RELOCATION (Sunrise Ave)	LS	1		
124	STRUCTURE EXCAVATION (TRUSS)	CY	1988		
125	STRUCTURE BACKFILL (TRUSS)	CY	437		
126	MECHANICALLY STABILIZED EARTH WALL	SQFT	4200		
127	60" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	252		
128	STRUCTURAL CONCRETE, BRIDGE (POLY)	CY	58		
129	STRUCTURAL CONCRETE, APPROACH SLAB	CY	28		
130	DRILL AND BOND DOWEL	LF	800		
131	FURNISH STEEL TRUSS	LS	1		
132	ERECT STEEL TRUSS	LS	1		
133	WATER ACCESS AND DIVERSION	LS	1		
134	LIGHTING (PARKING LOT)	LS	1		
135	LIGHTING (TRAIL)	LS	1		
136	PEDESTRIAN CROSSING WARNING SYSTEM	LS	1		
137	HOT MIX ASPHALT (TYPE A) - TRAILHEAD	TON	297		
138	AGGREGATE BASE (CLASS 2) - TRAILHEAD	CY	232		
139	DECOMPOSED GRANITE - TRAILHEAD	CY	2		
140	MINOR CONCRETE (SIDEWALK) - TRAILHEAD	CY	35		
141	MINOR CONCRETE (CURB AND GUTTER TYPE 2) - TRAILHEAD	CY	6		
142	DETECTABLE WARNING TILE - TRAILHEAD	SF	50		
143	THERMOPLASTIC PAVEMENT MARKINGS - TRAILHEAD	SF	11		

DRY CREEK GREENWAY EAST PHASE 1 TRAIL PROJECT

144	4" THERMOPLASTIC TRAFFIC STRIPE (EDGE SOLID LINE - WHITE) - TRAILHEAD	LF	949		
145	WHEEL STOPS - TRAILHEAD	EA	35		
146	IRRIGATION	LS	1		
147	TREE PLANTING 36" BOX	EA	13		
148	SHRUBS/PERENNIALS/GROUNDCOVER	SF	14207		
149	ONE-YEAR MAINTENANCE/PLANT ESTABLISHMENT PERIOD	LS	1		
150	WAYFINDING SIGNAGE	EA	14		
151	INTERPRETIVE SIGNAGE	EA	1		
152	BENCH	EA	11		
153	BICYCLE RACK	EA	4		
154	WASTE RECEPTACLE	EA	8		
155	PET WASTE RECEPTACLE	EA	4		
156	PLAYCORE OUTDOOR FITNESS EQUIPMENT	EA	4		
157	FURNISH AND INSTALL RADAR LEVEL SENSOR (TYPE FMR50)	EA	1		
158	TINA WAY BRIDGE DECK REPLACEMENT	LS	1		
159	CLEAR AND GRUBBING	LS	1		
160	NEW 12" WATER LINE	LS	1		
161	NEW 12" RUBBER EXPANSION JOINT	LS	1		
162	TRAFFIC CONTROL SYSTEM	LS	1		
163	WATER LINE REMOVAL	LS	1		
164	WATER LINE HANGERS	LS	1		

TOTAL

* (F) denotes final pay item

(P) denotes partial payment

(S) denotes specialty item

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

Exhibit 15-G: Construction Contract DBE Commitment

1. Local Agency: City of Roseville 2. Contract DBE Goal: 20%
3. Project Description: 2 miles of Class I trail from Saugstad Park trail at Darling Way to Maidu Park Trail at Rocky Ridge Dr
4. Project Location: City of Roseville, Placer County
5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____
8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. NAICS or Work Category Codes	13. DBE Certification Number	14. DBE Contact Information (Must be certified on the date bids are opened)	15. DBE Dollar Amount

Local Agency to Complete this Section upon Execution of Award		16. TOTAL CLAIMED DBE PARTICIPATION		\$ 0.00		
22. Local Agency Contract Number:		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.		0.00 %		
23. Federal-Aid Project Number:	CML 5182(058)					
24. Bid Opening Date:						
25. Contract Award Date:						
26. Award Amount:		Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.				
27. Local Agency Representative's Signature	28. Date				17. Preparer's Signature	18. Date
29. Local Agency Representative's Name	30. Phone				19. Preparer's Name	20. Phone
31. Local Agency Representative's Title					21. Preparer's Title	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
 3. Include additional copy with award package.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT**CONTRACTOR SECTION**

- 1. Local Agency** - Enter the name of the local agency that is administering the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location(s) as it appears on the project advertisement.
- 5. Bidder's Name** - Enter the contractor's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
- 8. Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 9. Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 10. Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
- 11. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 12. NAICS or Work Category Codes** - Enter [NAICS or Work Category Codes from the California Unified Certification Program database](#).
- 13. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 14. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
- 15. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 16. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 17. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 18. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 19. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 20. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 21. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

- 22. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 23. Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
- 24. Bid Opening Date** - Enter the date contract bids were opened.
- 25. Contract Award Date** - Enter the date the contract was executed.
- 26. Award Amount** – Enter the contract award amount as stated in the executed contract.
- 27. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
- 28. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 29. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 30. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 31. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s) CML 5182(058) Bid Opening Date _____ CON

The City of Roseville established a Disadvantaged Business Enterprise (DBE) goal of 20.00% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) **calendar** days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications

Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited

Date of Initial Solicitation

Follow Up Methods and Dates

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
	Pick			0.00%
	Pick			0.00%
	Pick			0.00%
	Pick			0.00%

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization

Method/Date of Contact

Results

- H. Any additional data to support a demonstration of good faith efforts:

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER:

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
NAME							☐ < \$1 million
							☐ < \$5 million
							☐ < \$10 million
City, State							☐ < \$15 million
							Age of Firm in years
NAME							☐ < \$1 million
							☐ < \$5 million
							☐ < \$10 million
City, State							☐ < \$15 million
							Age of Firm in years
NAME							☐ < \$1 million
							☐ < \$5 million
							☐ < \$10 million
City, State							☐ < \$15 million
							Age of Firm in years
NAME							☐ < \$1 million
							☐ < \$5 million
							☐ < \$10 million
City, State							☐ < \$15 million
							Age of Firm in years
NAME							☐ < \$1 million
							☐ < \$5 million
							☐ < \$10 million
City, State							☐ < \$15 million
							Age of Firm in years
NAME							☐ < \$1 million
							☐ < \$5 million
							☐ < \$10 million
City, State							☐ < \$15 million
							Age of Firm in years
NAME							☐ < \$1 million
							☐ < \$5 million
							☐ < \$10 million
City, State							☐ < \$15 million
							Age of Firm in years
NAME							☐ < \$1 million
							☐ < \$5 million
							☐ < \$10 million
City, State							☐ < \$15 million
							Age of Firm in years
NAME							☐ < \$1 million
							☐ < \$5 million
							☐ < \$10 million
City, State							☐ < \$15 million
							Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

FEDERAL PROJECT NUMBER:

Photocopy this form for additional firms.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE**PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ____, has not ____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a 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.

PUBLIC CONTRACT CODE 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

**NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES FOR SUBJECT TO 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application b. initial award c. post-award	3. Report Type: ☐ a. initial b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known	
6. Federal Department/Agency: 8. Federal Action Number, if known:	7. Federal Program Name/Description: CFDA Number, if applicable _____ 9. Award Amount, if known:	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes ☐ No ☐		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
 Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

Accompanying this proposal is _____

(NOTICE: INSERT THE WORDS "CASH(\$ _____)," "CASHIER'S CHECK,"
"CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Licensed in conformance with an act providing for the registration of Contractors,

License No. _____ Classification(s) _____

ADDENDA

This Proposal is submitted with respect to the changes to the contract included in addenda number/s

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____



(Title)

Signature and Title of Bidder

Business Address _____

Place of Business _____

Place of Residence _____

END OF PROPOSAL

IV AGREEMENT

A G R E E M E N T

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

W I T N E S S E T H:

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

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

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

in accordance with the Contract Documents (the Work).

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

2. PAYMENT. CITY shall pay CONTRACTOR _____ dollars (\$_____) for the Work to be done under this Agreement in accordance with the Contract Documents.

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

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

e. This contract.

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

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

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

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

CITY OF ROSEVILLE

CONTRACTOR

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

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

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

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

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

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

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

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

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

15. FEDERAL CONTRACTING REQUIREMENTS. CONTRACTOR shall adhere to all requirements set forth in the FHWA-1273 form entitled "Required Contract Provisions Federal-Aid Construction Contracts" which is attached hereto in its entirety as Exhibit "A" and incorporated herein by this reference. The current wage determination for federal minimum wage rates established by the United States Secretary of Labor referenced in Section IV of Exhibit "A" is set forth in Exhibit "B," also attached hereto and incorporated herein by this reference.

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

CITY OF ROSEVILLE, a
municipal corporation

_____, 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: _____

EXHIBIT "A"

FHWA-1273 Form

EXHIBIT 12-G: REQUIRED FEDERAL-AID CONTRACT LANGUAGE

(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts.
The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal.

It is the prime contractor's responsibility to verify that the DBE firm is certified as a DBE on the date of bid opening by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and Work Code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

A. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

B. Contract Assurance

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

C. Prompt Progress Payment

The prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

D. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval.

Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

E. Termination and Substitution of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.

11. The Agency determines other documented good cause.

The prime contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons, allowing the DBE 5 days to respond to the notice and advise the prime contractor and the Agency of the reasons why the use of other forces or sources of materials should not occur.

The prime contractor's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from the prime contractor to the DBE regarding the request.
3. Notices from the DBEs to the prime contractor regarding the request.

If the Agency authorizes the termination or substitution of a listed DBE, the prime contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must (1) perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal, and (2) be certified as a DBE with the most specific available NAICS codes and work codes applicable to the type of work the DBE will perform on the contract at the time of the prime contractor's request for substitution. The prime contractor shall submit their documentation of good faith efforts within 7 days of their request for authorization of the substitution. The Agency may authorize a 7-day extension of this submittal period at the prime contractor's request. More guidance can be found at 49 CFR 26 app A regarding evaluation of good faith efforts to meet the DBE goal.

F. Commitment and Utilization

Note: In the Agency's reports of DBE participation to Caltrans, the Agency must display both commitments and attainments.

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment, included in the Bid book. This exhibit is the bidder's DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE), and Exhibit 15-G Construction Contract DBE Commitment form unless they receive authorization for a substitution.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

G. DBE RUNNING TALLY OF ATTAINMENTS

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

- 2. BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.
- 3. BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.
- 4. CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.
- 5. CONTRACTOR LICENSE** The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code §10164).
- 6. CHANGED CONDITIONS**

A. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. *[This provision may be omitted by the Local Agency, at their option.]*

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request

shall set forth the reasons and support for such adjustment.

2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of 300 WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County of Roseville the sum of \$ 9,500 per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or \$2,500, materials produced outside the United States may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)
3. Glass (including optic glass)
4. Lumber
5. Drywall

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

Waivers

If Buy America waivers are granted, use the following language to include in the contract:

The following steel and iron products, manufactured products, or construction materials have received an approved Buy America waiver for this contract, and therefore, are not subject to Buy America requirements:

1. _____
2. _____

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS

The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

*[The following 12 pages must be physically inserted into the contract without modification.
Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN
DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS]*

FHWA-1273 -- Revised July 5, 2022

**REQUIRED CONTRACT
PROVISIONS FEDERAL-AID
CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities:

The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).
- (5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization (45 Fed Reg 65984 (10/3/1980)) are as follows:

MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties:	28.9
	7120 Salinas-Seaside-Monterey, CA	
	CA Monterey	25.6
	7360 San Francisco-Oakland	
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA	19.6
	CA Santa Clara, CA	
	7485 Santa Cruz, CA	14.9
	CA Santa Cruz	
177	7500 Santa Rosa	9.1
	CA Sonoma	
	8720 Vallejo-Fairfield-Napa, CA	17.1
	CA Napa; CA Solano	
	Non-SMSA Counties:	23.2
	CA Lake; CA Mendocino; CA San Benito	
	Sacramento, CA: SMSA Counties:	16.1
	6920 Sacramento, CA	
	CA Placer; CA Sacramento; CA	14.3
178	Yolo Non-SMSA Counties	
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA	
	Yuba	
	Stockton-Modesto, CA: SMSA Counties:	12.3
	5170 Modesto, CA	
	CA Stanislaus	24.3
	8120 Stockton, CA	
	CA San Joaquin	19.8
	Non-SMSA Counties	
179	CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	
	Fresno-Bakersfield, CA SMSA Counties:	19.1
	0680 Bakersfield, CA	
	CA Kern	26.1
	2840 Fresno, CA	

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange	28.3
	4480 Los Angeles-Long Beach, CA	
	CA Los Angeles	21.5
	6000 Oxnard-Simi Valley-Ventura, CA	
	CA Ventura	19.0
	6780 Riverside-San Bernardino-Ontario, CA	
	CA Riverside; CA San Bernardino	19.7
	7480 Santa Barbara-Santa Maria-Lompoc, CA	
	CA Santa Barbara	24.6
181	Non-SMSA Counties	
	CA Inyo; CA Mono; CA San Luis Obispo	
	San Diego, CA: SMSA Counties	16.9
	7320 San Diego, CA	
	CA San Diego	18.2
	Non-SMSA Counties	
	CA Imperial	

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E. Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment,

each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person

will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

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- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
 - The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Federal Trainee Program Special Provisions
(to be used when applicable)**14. FEDERAL TRAINEE PROGRAM**

For the Federal training program, the number of trainees or apprentices is 12.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of Roseville:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of Roseville approval for this submitted information before the prime contractor starts work. The City/County of Roseville credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of Roseville reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
 - a. Contribute to the cost of the training
 - b. Provide the instruction to the apprentice or trainee
 - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training.

15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

EXHIBIT “B”

Federal Minimum Wage Rates

"General Decision Number: CA20230007 05/05/2023

Superseded General Decision Number: CA20220007

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only);
DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the

	applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023
3	02/03/2023
4	03/03/2023
5	03/10/2023
6	03/17/2023
7	03/31/2023
8	04/07/2023
9	04/14/2023
10	04/21/2023
11	04/28/2023
12	05/05/2023

ASBE0016-001 02/01/2023

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

Rates	Fringes
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Asbestos Workers/Insulator
(Includes the application of
all insulating materials,
Protective Coverings,

Coatings, and Finishes to all
types of mechanical systems)

Area 1.....	\$ 80.91	23.82
Area 2.....	\$ 62.26	23.82

ASBE0016-007 01/01/2021

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,
SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO
& YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
AREA 1.....	\$ 30.45	10.60
AREA 2.....	\$ 36.53	9.27

BOIL0549-002 01/01/2021

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties..	\$ 49.62	41.27
(2) Remaining Counties.....	\$ 45.60	38.99

BRCA0003-001 08/01/2022

	Rates	Fringes
MARBLE FINISHER.....	\$ 39.20	18.31

BRCA0003-004 05/01/2022

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,
SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY
COUNTIES

	Rates	Fringes
BRICKLAYER		
AREA 1.....	\$ 49.32	22.65
AREA 2.....	\$ 53.69	26.03

SPECIALTY PAY:

- (A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive \$1.25 per hour in addition to the above.
- (B) Operating a saw or grinder shall receive \$1.25 per hour above the regular rate.
- (C) Guniting nozzle person shall receive \$1.25 per hour above the regular rate.

BRCA0003-008 07/01/2022

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 41.93	18.98
TERRAZZO WORKER/SETTER.....	\$ 56.84	27.53

BRCA0003-010 04/01/2022

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 31.12	16.11
Area 2.....	\$ 30.90	17.87
Area 3.....	\$ 33.86	17.74
Area 4.....	\$ 31.89	17.18
Tile Layer		
Area 1.....	\$ 51.02	19.35
Area 2.....	\$ 50.66	20.77
Area 3.....	\$ 55.41	20.87
Area 4.....	\$ 52.28	20.79

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehama, Yolo, Yuba

AREA 2: Alpine, Amador

AREA 3: Marin, Napa, Solano, Siskiyou

AREA 4: Sonoma

BRCA0003-014 08/01/2022

	Rates	Fringes
MARBLE MASON.....	\$ 56.98	28.54

CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 54.10	34.69
Diver standby.....	\$ 60.51	34.69
Diver Tender.....	\$ 59.51	34.69
Diver wet.....	\$ 103.62	34.69
Manifold Operator (mixed		
gas).....	\$ 64.51	34.69
Manifold Operator (Standby).	\$ 59.51	34.69

DEPTH PAY (Surface Diving):

050 to 100 ft	\$2.00 per foot
101 to 150 ft	\$3.00 per foot
151 to 220 ft	\$4.00 per foot
221 ft.-deeper	\$5.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver.....	\$ 54.10	34.69

CARP0035-001 08/01/2020

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 52.65	31.26
Area 3.....	\$ 47.27	31.26
Area 4.....	\$ 45.92	31.26
Drywall Stocker/Scraper		
Area 1.....	\$ 26.33	18.22
Area 3.....	\$ 23.64	18.22
Area 4.....	\$ 22.97	18.22

CARP0035-009 07/01/2020

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway		
Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

CARP0035-010 07/01/2020

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc,
Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou,
Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer.....	\$ 28.76	22.53
Lead Installer.....	\$ 32.21	23.03
Master Installer.....	\$ 36.43	23.03
Area 2		
Installer.....	\$ 26.11	22.53
Lead Installer.....	\$ 29.08	23.03
Master Installer.....	\$ 32.71	23.03
Area 3		
Installer.....	\$ 25.16	22.53
Lead Installer.....	\$ 27.96	23.03
Master Installer.....	\$ 31.38	23.03

CARP0046-001 07/01/2021

El Dorado (West), Placer (West), Sacramento and Yolo Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

Footnote: Placer County (West) includes territory West of and
including Highway 49 and El Dorado County (West) includes
territory West of and including Highway 49 and territory
inside the city limits of Placerville.

CARP0046-002 07/01/2021

Alpine, Colusa, El Dorado (East), Nevada, Placer (East),
Sierra, Sutter and Yuba Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 47.77	31.49
Journeyman Carpenter.....	\$ 47.62	31.49
Millwright.....	\$ 50.12	33.08

CARP0152-003 07/01/2020

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

CARP0180-001 07/01/2021

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49

Millwright.....	\$ 54.95	33.08
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CARP0751-001 07/01/2021

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

CARP1599-001 07/01/2020

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama
and Trinity Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

ELEC0180-001 06/01/2021

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 59.69	3%+24.38
ELECTRICIAN.....	\$ 53.06	3%+24.38

ELEC0180-003 12/01/2022

NAPA AND SOLANO COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 46.64	25.30
Technician.....	\$ 53.64	25.51

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0340-002 02/01/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN,
NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications		
Installer.....	\$ 29.35	3%+15.35
Sound & Communications		
Technician.....	\$ 33.75	3%+15.35

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave

transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS

Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems
Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation)

Inventory Control Systems Digital Data Systems
Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems
WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA,
 EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA
 (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO,
 SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA,
 TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area.....	\$ 45.06	34.09
Sierra Army Depot, Herlong..	\$ 48.83	18.54
Tunnel work.....	\$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

 ELEC0401-005 01/01/2022

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 42.50	20.95

ZONE RATE:

70-90 miles - \$8.00 per hour
 91+ miles - \$10.00 per hour

 ELEC0551-004 06/01/2022

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 55.60	28.06

 ELEC0551-005 12/01/2022

MARIN & SONOMA COUNTIES

Rates	Fringes
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Sound & Communications

Installer.....	\$ 46.64	25.30
Technician.....	\$ 53.64	25.65

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0659-006 01/01/2023

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.97	19.26

ELEC0659-008 02/01/2023

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer.....	\$ 67.80	4.5%+22.15
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man....	\$ 60.54	4.5%+22.15
(3) Tree Trimmer.....	\$ 37.84	4.5%+14.30
(4) Line Equipment Man.....	\$ 53.82	4.5%+19.40
(5) Powdermen, Jackhammermen.....	\$ 40.37	4.5%+14.30
(6) Groundman.....	\$ 33.37	4.5%+14.30

ELEC1245-004 06/01/2022

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$ 64.40		22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 50.00		21.30
(3) Groundman.....\$ 38.23		20.89
(4) Powderman.....\$ 51.87		18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and day after Thanksgiving, Christmas Day

ELEV0008-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....\$ 77.61		37.335+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-008 08/01/2022

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....\$ 55.15		35.46
(2) Dredge Dozer; Heavy duty repairman.....\$ 50.19		35.46
(3) Booster Pump Operator; Deck		

Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 49.07	35.46
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 45.77	35.46
AREA 2:		
(1) Leverman.....	\$ 57.15	35.46
(2) Dredge Dozer; Heavy duty repairman.....	\$ 52.19	35.46
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 51.07	35.46
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 47.77	35.46

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2
AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County
Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with Shasta County

Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

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SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 39.95	30.28
AREA 2.....	\$ 41.95	30.28
GROUP 2		
AREA 1.....	\$ 36.35	30.28
AREA 2.....	\$ 38.35	30.28
GROUP 3		
AREA 1.....	\$ 31.74	30.28
AREA 2.....	\$ 33.74	30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with
Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

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""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1
RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 51.42	31.15
GROUP 2.....	\$ 49.89	31.15
GROUP 3.....	\$ 48.41	31.15
GROUP 4.....	\$ 47.03	31.15
GROUP 5.....	\$ 45.76	31.15
GROUP 6.....	\$ 44.44	31.15
GROUP 7.....	\$ 43.30	31.15
GROUP 8.....	\$ 42.16	31.15
GROUP 8-A.....	\$ 39.95	31.15
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes.....	\$ 52.30	31.15
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15
GROUP 2		
Cranes.....	\$ 50.54	31.15

Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15
GROUP 3		
Cranes.....	\$ 48.80	31.15
Hydraulic.....	\$ 44.44	31.15
Oiler.....	\$ 42.55	31.15
Truck crane oiler.....	\$ 44.83	31.15
GROUP 4		
Cranes.....	\$ 45.76	31.15
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 52.64	31.15
Oiler.....	\$ 43.38	31.15
Truck Crane Oiler.....	\$ 45.66	31.15
GROUP 2		
Lifting devices.....	\$ 50.82	31.15
Oiler.....	\$ 43.11	31.15
Truck Crane Oiler.....	\$ 45.41	31.15
GROUP 3		
Lifting devices.....	\$ 49.14	31.15
Oiler.....	\$ 42.89	31.15
Truck Crane Oiler.....	\$ 45.12	31.15
GROUP 4		
Lifting devices.....	\$ 47.37	31.15
GROUP 5		
Lifting devices.....	\$ 44.73	31.15
GROUP 6		
Lifting devices.....	\$ 42.50	31.15
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 53.27	31.15
Oiler.....	\$ 43.72	31.15
Truck Crane Oiler.....	\$ 45.95	31.15
GROUP 2		
Cranes.....	\$ 51.50	31.15
Oiler.....	\$ 43.45	31.15
Truck Crane Oiler.....	\$ 45.73	31.15
GROUP 3		
Cranes.....	\$ 50.02	31.15
Hydraulic.....	\$ 45.07	31.15
Oiler.....	\$ 43.23	31.15
Truck Crane Oiler.....	\$ 45.46	31.15
GROUP 4		
Cranes.....	\$ 48.00	31.15
GROUP 5		
Cranes.....	\$ 46.70	31.15
OPERATOR: Power Equipment (Tunnel and Underground Work		

- AREA 1:)

SHAFTS, STOPES, RAISES:

GROUP 1.....	\$ 47.52	31.15
GROUP 1-A.....	\$ 49.99	31.15
GROUP 2.....	\$ 46.26	31.15
GROUP 3.....	\$ 44.93	31.15
GROUP 4.....	\$ 43.79	31.15
GROUP 5.....	\$ 42.65	31.15

UNDERGROUND:

GROUP 1.....	\$ 47.42	31.15
GROUP 1-A.....	\$ 49.89	31.15
GROUP 2.....	\$ 46.16	31.15
GROUP 3.....	\$ 44.83	31.15
GROUP 4.....	\$ 43.69	31.15
GROUP 5.....	\$ 42.55	31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and

grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrappers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and

supported); Screed (except asphaltic concrete paving);
Self-propelled pipeline wrapping machine; Tractor;
Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose
A-frame truck, non-rotating - under 15 tons; Cargy lift or
similar; Combination slurry mixer and/or cleaner; Drilling
equipment, 20 ft. and under m.r.c.; Firetender (hot plant);
Grouting machine operator; Highline cableway signaller;
Stationary belt loader (Kolman or similar); Lift slab
machine (Vagtborg and similar types); Maginnes internal
full slab vibrator; Material hoist (1 drum); Mechanical
trench shield; Pavement breaker with or without compressor
combination); Pipe cleaning machine (tractor propelled and
supported); Post driver; Roller (except asphalt); Chip
Seal; Self-propelled automatically applied concrete curing
machine (on streets, highways, airports and canals);
Self-propelled compactor (without dozer); Signaller;
Slip-form pumps (lifting device for concrete forms); Tie
spacer; Tower mobile; Trenching machine, maximum digging
capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator;
Brakeperson; Combination mixer and compressor
(shotcrete/gunite); Compressor operator; Deckhand; Fire
tender; Forklift (under 20 ft.); Generator;
Gunite/shotcrete equipment operator; Hydraulic monitor; Ken
seal machine (or similar); Mixermobile; Oiler; Pump
operator; Refrigeration plant; Reservoir-debris tug (self-
propelled floating); Ross Carrier (construction site);
Rotomist operator; Self-propelled tape machine; Shuttlecar;
Self-propelled power sweeper operator (includes vacuum
sweeper); Slusher operator; Surface heater; Switchperson;
Tar pot firetender; Tugger hoist, single drum; Vacuum
cooling plant; Welding machine (powered other than by
electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743
series or smaller, and similar (without attachments); Mini
excavator under 25 H.P. (backhoe-trencher); Tub grinder
wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over
100 tons; Derrick, over 100 tons; Derrick barge
pedestal-mounted, over 100 tons; Self-propelled boom-type
lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-

propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO

AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

DEL NORTE COUNTY:

Area 1: Extreme Southwest corner

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

MENDOCINO COUNTY:

Area 1: Central and Southeastern Parts

Area 2: Remainder

IRON0118-012 01/01/2023

ALPINE, LASSEN, MODOC, SISKIYOU and TRINITY COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.00	33.70

IRON0118-013 01/01/2023

AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MARIN, NAPA, NEVADA,
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SOLANO, SONOMA,
SUTTER, TEHAMA, YOLO and YUBA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 46.20	34.30

LAB00067-003 03/04/2023

AREA ""1"" - MARIN and NAPA COUNTIES

AREA ""2"" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN,
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,
SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY,
YOLO, AND YUBA COUNTIES

	Rates	Fringes
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LABORER (ASBESTOS/MOLD/LEAD

LABORER)

Marin and Napa Counties.....\$ 35.25	27.09
Remaining Counties.....\$ 34.25	27.09

* LAB00067-005 06/27/2022

AREA ""A"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND
SANTA CLARA COUNTIES

AREA ""B"" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL
NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN,
MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NEVADA,
PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA
CRUZ, SIERRA, SHASTA, SISKIYOU, STANISLAUS, TEHAMA, TRINITY,
TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

Rates	Fringes
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LABORER (TRAFFIC CONTROL/LANE
CLOSURE)

Escort Driver, Flag Person	
Area A.....\$ 36.01	26.10
Area B.....\$ 35.01	26.10
Traffic Control Person I	
Area A.....\$ 36.31	26.10
Area B.....\$ 35.31	26.10
Traffic Control Person II	
Area A.....\$ 33.81	26.10
Area B.....\$ 32.81	26.10

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash
cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of
temporary/permanent signs, markers, delineators and crash
cushions.

LAB00185-002 07/01/2022

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU,
SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates	Fringes
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LABORER

Mason Tender-Brick.....\$ 35.29	25.21
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LAB00185-005 07/01/2021

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU,
SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 42.00	25.71
GROUP 2.....	\$ 41.77	25.71
GROUP 3.....	\$ 41.52	25.71
GROUP 4.....	\$ 41.07	25.71
GROUP 5.....	\$ 40.53	25.71
Shotcrete Specialist.....	\$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunitite and shotcrete
nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or
excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;
Cherry pickermen - where car is lifted; Concrete finisher
in tunnel; Concrete screedman; Grout pumpman and potman;
Gunitite & shotcrete gunman & potman; Headermen; High
pressure nozzleman; Miner - tunnel, including top and
bottom man on shaft and raise work; Nipper; Nozzleman on
slick line; Sandblaster - potman, Robotic Shotcrete Placer,
Segment Erector, Tunnel Muck Hauler, Steel Form raiser and
setter; Timberman, retimberman (wood or steel or substitute
materials therefore); Tugger (for tunnel laborer work);
Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang -
muckers, trackmen; Concrete crew - includes rodding and
spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00185-006 06/25/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU,
SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 30.01	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active,

large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00185-008 07/01/2022

	Rates	Fringes
Plasterer tender.....	\$ 38.02	28.25

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00261-002 06/28/2021

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 34.48	26.21
Traffic Control Person I....	\$ 34.78	26.21
Traffic Control Person II...	\$ 32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00261-004 07/01/2021

MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 42.00	25.71
GROUP 2.....	\$ 41.77	25.71
GROUP 3.....	\$ 41.52	25.71
GROUP 4.....	\$ 41.07	25.71
GROUP 5.....	\$ 40.53	25.71
Shotcrete Specialist.....	\$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00261-007 07/01/2022

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 36.54	25.21

LAB00261-010 06/25/2018

MARIN COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty		
Period.....	\$ 24.23	23.20

LABORER (GUNITE - AREA A:)

GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and

rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and

grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00261-015 07/01/2022

	Rates	Fringes
Plasterer tender.....	\$ 38.02	28.25
Work on a swing stage scaffold: \$1.00 per hour additional.		

LAB00324-004 06/28/2021

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 33.48	26.21
Traffic Control Person I....	\$ 33.78	26.21
Traffic Control Person II...	\$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00324-008 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00324-010 07/01/2022

SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 35.84	25.91

LAB00324-013 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20

GROUP 1-f.....	\$ 29.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20

LABORER (GUNITE - AREA B:)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar

type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

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GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

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apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

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GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

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B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00324-019 07/01/2022

	Rates	Fringes
Plasterer tender.....	\$ 38.02	28.25
Work on a swing stage scaffold: \$1.00 per hour additional.		

PAIN0016-004 01/01/2023

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	\$ 47.42	27.28

PREMIUMS:

EXOTIC MATERIALS - \$1.25 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

PAIN0016-005 01/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 53.03	28.84

PAIN0016-007 01/01/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
Painters:.....	\$ 38.23	22.05

SPRAY/SANDBLAST: \$0.50 additional per hour.

EXOTIC MATERIALS: \$1.25 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

PAIN0016-008 01/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
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SOFT FLOOR LAYER.....	\$ 55.25	32.63
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PAIN0169-004 01/01/2023

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER.....	\$ 55.77	32.45

* PAIN0567-001 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 33.15	14.29
Spray Painter & Paperhanger.	\$ 34.81	14.29

PREMIUMS:
Special Coatings (Brush), and Sandblasting = \$0.50/hr
Special Coatings (Spray), and Steeplejack = \$1.00/hr
Special Coating Spray Steel = \$1.25/hr
Swing Stage = \$2.00/hr

*A special coating is a coating that requires the mixing of 2 or more products.

PAIN0567-007 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 34.27	16.47

PAIN0567-010 07/01/2022		

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall		
(1) Taper.....	\$ 38.92	14.99
(2) Steeplejack - Taper, over 40 ft with open space below.....	\$ 40.42	14.99

PAIN0767-004 01/01/2023		

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER.....	\$ 43.15	33.72
PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.		

PAIN1176-001 07/01/2022		

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway		

Marking:

GROUP 1.....	\$ 40.83	17.62
GROUP 2.....	\$ 34.71	17.62
GROUP 3.....	\$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-001 01/01/2023

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 46.24	25.96

PLAS0300-003 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties.....	\$ 32.70	31.68
AREA 355: Marin.....	\$ 36.73	31.68
AREA 355: Napa & Sonoma Counties.....	\$ 32.70	31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.15	23.27

 PLUM0038-002 07/01/2022

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and research facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE.....	\$ 69.70	46.38
(2) All other work - NEW CONSTRUCTION RATE.....	\$ 82.00	48.18

 PLUM0038-006 07/01/2022

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 69.70	33.15

 PLUM0228-001 01/01/2023

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,
 SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 44.75	37.89

 PLUM0343-001 07/01/2022

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial.....	\$ 30.85	20.40
All Other Work.....	\$ 58.00	40.48

DEFINITION OF LIGHT COMMERCIAL:

Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand (\$250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand (\$250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand (\$250,000) for the plumbing bid; and Two Hundred Fifty Thousand (\$250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: \$.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: \$.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: \$.75 per hour additional.

PLUM0350-001 08/01/2021

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 47.54	17.11

PLUM0355-001 07/01/2022

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Underground Utility Worker		
/Landscape Fitter.....	\$ 32.22	17.55

PLUM0442-003 01/01/2023

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 50.75	35.14

PLUM0447-001 07/01/2022

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman.....	\$ 58.37	28.00
Light Commercial Work.....	\$ 36.23	17.72

ROOF0081-006 08/01/2022

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer.....	\$ 50.27	20.66

ROOF0081-007 08/01/2022

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Roofer.....	\$ 43.13	19.71

SFCA0483-003 01/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 72.59	36.95

SFCA0669-003 04/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,
TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER.....	\$ 46.46	27.39

SHEE0104-006 06/29/2020		

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker		
Mechanical Contracts		
\$200,000 or less.....	\$ 55.92	45.29
All other work.....	\$ 64.06	46.83

SHEE0104-009 07/01/2021		

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER,
YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 47.85	41.90

SHEE0104-010 07/01/2020		

ALPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 43.50	37.42

SHEE0104-011 07/01/2020		

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER,
PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA,
YOLO AND YUBA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Metal		

decking and siding only).....\$ 44.45	35.55
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SHEE0104-014 07/01/2020

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....\$ 44.45		35.55

SHEE0104-019 07/01/2020

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU
AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER Mechanical Jobs \$200,000 & under.....\$ 35.16		35.88
Mechanical Jobs over \$200,000.....\$ 46.60		40.21

TEAM0094-001 07/01/2022

	Rates	Fringes
Truck drivers:		
GROUP 1.....\$ 36.95		31.14
GROUP 2.....\$ 37.25		31.14
GROUP 3.....\$ 37.55		31.14
GROUP 4.....\$ 37.90		31.14
GROUP 5.....\$ 38.25		31.14

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without
auger); Dumpcrete truck; Skid truck (debris box); Dry
pre-batch concrete mix trucks; Dumpster or similar type;
Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial
lift truck (mechanical tailgate); Utility and clean-up
truck: Use appropriate rate for the power unit or the
equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-

axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbed Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of

the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

V
INSURANCE BROKER
INFORMATION PACKET

INSURANCE BROKER INFORMATION PACKET

Project:_____

NOTICE TO CONTRACTOR:

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

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

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Public Works Payment Bond	INS 9

NOTICE TO INSURANCE BROKER

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

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

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

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

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

Bonds must be sent to the following staff person:

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

- a. By email to roseville@ebix.com and riskmanagement@roseville.ca.us
- b. By fax to (770) 335-5727 and (916) 774-5461

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

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

Thank you.

INSURANCE REQUIREMENTS

The following sections are quoted from the Standard Construction Specifications:

7-1.06 **INSURANCE COVERAGE.**

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

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

C. Insurance Required.

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

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

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

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

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

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

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

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

f. Waiver of subrogation endorsement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bond No. _____
Premium \$ _____

**PUBLIC WORKS
FAITHFUL PERFORMANCE BOND**

(Project: _____)

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES NEXT PAGE]

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

PRINCIPAL:

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

VI
CITY OF ROSEVILLE
STANDARD CONSTRUCTION SPECIFICATIONS

CITY OF ROSEVILLE

STANDARD CONSTRUCTION SPECIFICATIONS

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ADOPTION OF STATE SPECIFICATIONS

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

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

DIVISION 1. GENERAL PROVISIONS

SECTION 1. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. BIDDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3. CONTRACT AWARD AND EXECUTION

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

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

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

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

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

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

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

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

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

SECTION 4. SCOPE OF WORK

There are no amendments to the Standard Specifications.

SECTION 5. CONTROL OF WORK

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

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

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

- A. Special Provisions
- B. City of Roseville Standard Construction Specifications
- C. City of Roseville Design and Construction Standards
- D. State Standard Specifications and Amendments to the State Standard Specifications, Standard Special Provisions, and Plans
- E. Drawings

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6. CONTROL OF MATERIALS

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

SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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

work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. The wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>, and are incorporated herein as part of the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Insurance Required.

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

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

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

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

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

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

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

f. Waiver of subrogation endorsement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 8. PROSECUTION AND PROGRESS

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

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

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

SECTION 9. PAYMENT

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

Payment Inclusions:

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

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

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

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

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

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

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

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

SECTION 14. ENVIRONMENTAL STEWARDSHIP

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

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

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

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

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

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

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

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

END OF STANDARD SPECIFICATIONS

TEXT OF AB 626

Assembly Bill No. 626

CHAPTER 810

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

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

LEGISLATIVE COUNSEL'S DIGEST

AB 626, Chiu. Public contracts: claim resolution.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) For purposes of this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2.

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

SECTION 3.

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

VII

SPECIAL PROVISIONS

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SPECIAL PROVISIONS
FOR
DRY CREEK GREENWAY EAST PHASE 1
MULTI-USE TRAIL PROJECT

SCOPE OF SPECIAL PROVISIONS

1. The work described in these Special Provisions must be done in conformance with the latest edition of the City of Roseville Standard Construction Specifications, City of Roseville Design and Construction Standards, and Caltrans Standard Specifications and Plans, except insofar as they may be modified by these Special Provisions.
2. Numbering in these Special Provisions conforms to that in the Standard Construction Specifications. The existence of a section in these Special Provisions means that the corresponding section in the Standard Construction Specifications is modified in some respect. Unless otherwise specified, the Standard Construction Specification Provisions are deleted entirely, and the provisions of these Special Provisions are substituted.
3. The construction materials, payment, etc., for items of work shown in the proposal and on the plans, but not specifically mentioned in these Special Provisions are referred to the Standard Construction Specifications for conformance.

ORGANIZATION

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

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

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

AA

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.07B:

Definitions and Abbreviations – Whenever in the State Standard Specifications, Special Provisions, Notice to Contractors, Proposal, Contract, or other contract documents the following abbreviations and terms are used, the intent and meaning shall be interpreted as follows:

<u>Abbreviation or Term</u>	<u>Intent and Meaning</u>
AGENCY	The Department of Public Works, City of Roseville
CITY	The City of Roseville and its applicable Departments
CITY COUNCIL	City Council of the City of Roseville, a Charter City in the State of California
CALTRANS	State of California, Department of Transportation
DEPARTMENT	The Department of Public Works, City of Roseville
STATE STANDARD SPECIFICATIONS	The State Standard Specifications issued by the State of California, Department of Transportation, dated 2015, and subsequent Revised Standard Specifications
ADMINISTRATOR	The Director of Public Works/City Engineer, as created by law; also the City Engineer

ENGINEER	City Engineer, and agents or assistants duly authorized by the Director of the Public Works to act on his behalf
DEPARTMENT OF TRANSPORTATION	State of California Agency
DEPARTMENT OF INDUSTRIAL RELATIONS	State of California Agency
DIVISION OF LABOR STANDARDS ENFORCEMENT	State of California Agency

Replace the following definitions in section 1-1.07B:

Director: Director of Public Works, City of Roseville

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

Delete Columbus Day in Holidays table in section 1-1.07B:

AA

2 BIDDING

Add to section 2-1.01:

The bidder's attention is directed to the provisions in Section 2, "Bidding" of the State Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

The City of Roseville makes the following supplemental project information available:

Means	Description
Included as Appendix	1. California Department of Fish and Wildlife—Streambed Alteration 1602 Agreement (Pending) 2. U.S. Army Corps of Engineers – 404 Nationwide Permit 14 3. Central Valley Regional Water Quality Control Board – 401 Water Quality Certification (WDID#5A31CR00583) 4. California Department of Transportation (Caltrans) Encroachment Permit (03-23-N-MC-0036) 5. Central Valley Flood Protection Board (Pending)
Available for inspection at: City of Roseville	Final Geotechnical Design Report, Dry Creek Greenway East Phase 1, dated April 2021 Final Foundation Report, Dry Creek Greenway East Phase 1, Bridge 2, 4 and 14, dated April 2021 Final Geotechnical Report, Dry Creek Greenway East Phase 1, Linda Creek Bank Stabilization (Mallard Lane), dated April 2021 Final Foundation Report, Dry Creek Greenway East Phase 1 Project, Darling Way Bridge (Widen) Bridge No. 19C-0033, dated April 2021

In addition to the subcontractors required to be listed in conformance with Section 2-1.10, "Subcontractor List" of the State Standard Specifications, each proposal must have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

3 CONTRACT AWARD AND EXECUTION

Replace paragraph of Section 3-1.06 with:

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

AA

4 SCOPE OF WORK

Replace section 4-1.03 with:

The construction of the Dry Creek Greenway East Phase 1 Multi-Use Trail Project includes the following improvements:

1. Construction of multi-use path along from Darling Way to Rocky Ridge Drive.
2. Construction of Trailhead Parking Lot and restroom off Riverside Avenue.
3. Trail connections to Sunrise Avenue, Meadow Gate Drive and Meadowlark Way.
4. Widening of Darling Way bridge, construction of three prefabricated steel truss bridges.
5. Replacement of existing 12" cast iron pipe water line on the south side of Darling Way bridge.
6. Construction of 15 retaining walls and two gabion basket walls.
7. Installation of a pedestrian crossing warning system and lighting of undercrossing at Sunrise Avenue and Interstate 80.

The work includes improvements including but not limited to clearing and grubbing, tree removal, implementation of environmental and permitting mitigation requirements, excavation, multi-use trail construction and paving, bridge and retaining wall construction, stone toe protection, rock slope protection, grading and erosion control measures, trailhead construction, underpass lighting, water line improvements, pedestrian crossing warning system, drainage, utilities, signage and striping, and all other improvements as shown on contract plans.

Add to section 4-1.06 with:

Attention is directed to Section 4-1.06, "Differing Site Conditions" of the State Standard Specifications.

During the progress of the work, if subsurface or latent conditions are encountered at the site differing materially from those indicated in the "Materials Information," log of test borings, other geotechnical data obtained by the Department's investigation of subsurface conditions, or an examination of the conditions above ground at the site, the party discovering those conditions must promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

The Contractor will be allowed 15 days from the notification of the Engineer's determination of whether or not an adjustment of the contract is warranted, in which to file a notice of potential claim in conformance with the provisions of Section 9-1.17D(2), "Claim Statement" of the State Standard Specifications and as specified herein; otherwise the decision of the Engineer must be deemed to have been accepted by the Contractor as correct. The notice of potential claim must set forth in what respects the Contractor's position differs from the Engineer's determination and provide any additional information obtained by the Contractor, including but not limited to additional geotechnical data. The notice of potential claim must be accompanied by the Contractor's certification that the following were made in preparation of the bid: a review of the contract, a review of the "Materials Information," a review of the log of test borings and other

records of geotechnical data to the extent they were made available to bidders prior to the opening of bids, and an examination of the conditions above ground at the site. Supplementary information, obtained by the Contractor subsequent to the filing of the notice of potential claim, must be submitted to the Engineer in an expeditious manner.

Add to section 4-1.13 with:

The Contractor must use a power washer to remove all reference markings (i.e. USA markings, striping reference points, utility reference points, etc.)

Full compensation for conforming to these requirements is considered as included in the contract price paid for various items of work and no additional compensation will be allowed therefor.

AA

5 CONTROL OF WORK

Add to section 5-1.01 with:

For the award of the "Project", the City and the Resident Engineer will provide inspection on an eight-hour (8) day and a forty-hour (40) week (Monday through Friday) basis only. The Contractor must reimburse the City at a rate of **\$175 per hour** and the Resident Engineer at \$225 per hour for all inspection in excess of those hours listed above, including designated holidays and weekends. Requests for authorization to perform work outside the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, must be made in writing at least 48 hours in advance.

Attention is directed to Section 7-1.03," Public Convenience" of the State Standard Specifications concerning project working hours.

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

The Contractor must provide a competent person during normal working hours to assist the Engineer, when required, in checking lines and grades of the Contractor's layout and for measuring quantities for payment purposes. The Contractor must cooperate with the Engineer so that checking, and measuring may be accomplished with the least interference to the Contractor's operations. No additional compensation will be made to the Contractor for fulfilling this requirement.

Attention is directed to Section 81-4 (E) and 91-4 (E) of the City of Roseville Construction Standards regarding trenching within the existing roadway.

Replace the 2nd paragraph in section 5-1.02 with:

Any discrepancies or omissions found in the Contract Documents must be reported to the Engineer immediately. The Engineer will clarify discrepancies or omissions, in writing, within a reasonable time.

In resolving inconsistencies among two or more sections of the Contract Documents, precedence is given in the following order:

- A. Notice to Contractors
- B. Special Provisions
- C. Project Drawings
- D. City of Roseville Standard Construction Specifications (Latest Editions)
- E. City of Roseville Design and Construction Standards and Amendments (Latest Editions)
- F. City of Roseville Parks Construction Standards (Latest Edition)
- G. 2015 Revised Standard Specifications
- H. 2015 Caltrans Standard Specifications
- I. 2015 State Revised Standard Plans
- J. 2015 State Standard Plans
- K. Supplemental Project Information

Addenda take precedence over all sections referenced therein. Figure dimensions on Drawings take precedence over scale dimensions. Detailed Drawings take precedence over general Drawings.

Replace section 5-1.05 with:

5-1.05 ORDER OF WORK

Prior to beginning work, the boundaries of the Environmentally Sensitive Areas (ESA) must be clearly delineated in the field. The boundaries must be delineated by the installation of temporary high-visibility fence.

Five working days prior to the start of any work, including grading, a qualified biologist, retained by the City will conduct mandatory Contractor/worker awareness training for construction personnel. The awareness training will be provided to all construction personnel to brief them on the need to avoid impacts on biological resources and the penalties for not complying with biological mitigation requirements. If new construction personnel are added to the project, the Contractor will ensure that the personnel receive the mandatory training from the biologist, or qualified person, before starting work.

Prior to mobilization, the Contractor must contact Underground Service Alert (U.S.A.).

Attention is directed to "Water Pollution Control" of the State Standard Specifications regarding the submittal and approval of the Contractor prepared Stormwater Pollution Prevention Plan, prior to performing work having potential to cause water pollution.

The Contractor must also prepare a traffic control plan that conforms to Section 12, "Construction Area Traffic Control Devices" of the City of Roseville Construction Standards, the California MUTCD and as described within these Special Provisions prior to construction. The traffic control plan must be approved by the City of Roseville Public Works Traffic Section.

Attention is directed to "Progress Schedule" of these special provisions regarding the submittal of a general time-scaled logic diagram within 10 days after approval of the contract.

The first order of work shall be to place the order for long lead time materials and equipment including electrical materials that will be furnished by the Contractor for this project. The

Contractor must place the order within 15 working days after the Notice to Proceed and after approval of the submittal. Should the City have to supply the Contractor with material and/or equipment to do the work, the Contractor will be charged accordingly per agreed upon cost. The Contractor must furnish the Engineer with a statement from the equipment vendor(s) that the order for said equipment has been received and accepted by said vendor(s). Said statement must include an anticipated date of delivery of said equipment to the Contractor. Said statement must be furnished to the Engineer within 15 calendar days of the Contractor's receipt of the Notice to Proceed. Lighting equipment must be completed by the end of the Contract. The Contractor must pay liquidated damages per the Special Provisions of this document if the installation of lighting cannot be completed within the above time frame.

The Contractor is responsible for determining the means and methods to obtain access to each of the proposed bridge sites and retaining wall locations. Areas for possible temporary bridge crossing of Dry Creek are shown on the plans. Temporary creek crossings are shown in the permit documents. All temporary creek crossings and temporary bridge crossings must adhere to all applicable requirements in the approved project permits. Temporary bridges will not be permitted to remain in place between October 15 and May 1. Full compensation for all work associated with temporary creek crossings, creek diversions, and temporary bridge crossings are considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

The Contractor is responsible for determining the means and methods to construct the bridges and retaining walls. Contractor's attention is directed to environmentally sensitive areas, right of way and temporary construction easements, permitting requirements, and existing physical improvements shown on the plans that will need to be considered and requirements adhered to, when determining the means and methods for construction. Contractor should anticipate shoring to avoid private property, right of way, environmentally sensitive areas, creek, existing structures and utility impacts. Full compensation for all work associated with methods required to construct the bridges and retaining walls, including all shoring and temporary excavation, are considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

The Contractor must coordinate with property owners regarding existing fences and gates within the work area prior to removal of said facilities. Where no fence exists, Contractor must erect a temporary movable chain link fence along the northerly easement line. The temporary fence must remain until completion of the property owners fence or completion of the project, whichever occurs first.. This temporary fencing is to allow property owners to re-erect fences along the property or easement line. If the property owner already has a fence on or immediately adjacent to the easement or property line, care shall be taken to not impact or damage this fence during construction activities. Any damage and repairs required will be repaired by the Contractor at the Contractor's cost.

Where improvements are immediately adjacent to property owners with landscaped or irrigated areas, Contractor must coordinate with the property owner to confirm the irrigation system to confirm irrigation system is not in conflict with, or has been relocated outside, the project improvements, and is in good working condition. Any damage to the existing irrigation by the Contractor must be repaired by the Contractor at the Contractor's cost.

The Contractor must coordinate with the Parks Construction Inspector prior to disturbing the existing landscape and irrigation owned by the City. The Contractor must field verify the locations of existing irrigation systems prior to construction activities. All new components and landscaping must be per the latest version of the Parks Standards. No disruption of the existing irrigation watering system will be allowed during construction. All adjacent systems must maintain automatic programmed watering schedules throughout the construction. The Contractor is

responsible for repairing or replacing and adjusting any portions of the existing irrigation systems impacted during construction of the improvements of this Contract. Existing sod and shrubs areas impacted by construction activities must be per the latest version of the Parks Standards. Time is of the essence on this contract, and the order of all other work must be such as to assure the completion of the project within the allotted working days as described herein while complying with the requirements set forth in the plans, specifications and contract document. Full compensation for conforming to these 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.

Contractor is responsible for obtaining a building permit prior to beginning construction of the restroom located in the trailhead parking area adjacent to Riverside Avenue. All work and fees associated with obtaining this permit is considered as included in the lump sum price paid for Prefabricated Restroom and no additional payment will be made therefor.

Following the completion of the work, the Contractor must provide the City with a copy of the record as-built drawings.

Replace paragraphs of section 5-1.13B(1) with:

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Construction Contract DBE Commitment* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - 3.1. Name and business address of each 1st-tier subcontractor
 - 3.2. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - 3.3. Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

Replace section 5-1.13B(2) with:

5-1.13B(2) Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from you to the DBE regarding the request.
3. Notices from the DBEs to you regarding the request.

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G *Construction Contract DBE Commitment* form unless it is performed or supplied by the listed DBE or an authorized substitute.

Add to section 5-1.20A with:

Contractor must coordinate with Roseville Electric and City of Roseville Environmental Utilities Department who will be performing work on this project.

Add to section 5-1.20B with:

In addition to the requirements of Section 5-1.20B of the State Standard Specifications, the Contractor must obtain a business license from the City of Roseville prior to performing work.

The City of Roseville has received the following permits and a copy of the permits can be found in the appendices.

Permit	Approval Date
U.S. Army Corps of Engineers – 404 Nationwide Permit	TBD
California Department of Fish and Wildlife– Streambed Alteration Agreement	TBD
Central Valley Regional Water Quality Control Board	November 22, 2022
Caltrans - Encroachment Permit	January 26, 2023
Central Valley Flood Protection Board	TBD

The Contractor must comply with all permit conditions and requirements. If, for any reason, the permit time limits need to be extended, it is the Contractor's sole responsibility to request such extension(s) from the City and to pay any additional fees associated with the permit extension(s). Refer to sections elsewhere in these special provisions for more detail on permits.

No separate measurement or payment must be made for compliance with permit requirements, extensions or preparation and approval of Contractor's work plan and dewatering plan. The Contractor must include the costs associated with these items in the various bid items to which the Work relates.

Add to section 5-1.20B with:

The City of Roseville has an easement and maintenance agreement with Caltrans. The project includes work in Caltrans right of way at the Interstate 80 underpass. The Contractor must apply for a Caltrans Encroachment Permit (double permit), at the Contractor's expense, before starting work in Caltrans right of way. The Contractor must provide a copy of the approved Encroachment Permit to the Engineer.

Replace section 5-1.20E with:

5-1.20E Water Meter Charges

Section 5-1.20E applies if a bid item for water meter charges is shown on the Bid Item List.

The local water authority is City of Roseville, Department of Utilities.

The local water authority will install the water meters.

The charges for water meters are available at the following link

https://www.roseville.ca.us/government/departments/environmental_utilities/at_your_service/water_supply/hydrant_permits

The charges by the local water authority include:

1. Furnishing and installing each water meter
2. Connecting to the local water authority's main water line, including any required hot tap or tee
3. Furnishing and installing an extension pipe from the main water line to the water meter

4. Sterilizing the extension pipe

Make arrangements and pay the charges for installation of the water meters.

If the charge is changed at the time of installation, the Department adjusts the lump sum price based on the difference between the specified charges and the changed charges.

Replace the paragraphs in section 5-1.26 with:

The requirements specified in the entire section of the State Standard Specifications are replaced as follows:

The Contractor is responsible to provide all surveys to control the lines, elevations, and dimensions of the work in conformance with the plans. Any deviation from the lines, elevations and dimensions shown on the plans must receive prior approval from the Engineer.

The Contractor is responsible for accuracy of his/her own layout work and is responsible and liable for the preservation of all established lines, grades, and layout points. Stakes damaged or destroyed by the public or operations of the Contractor will be replaced by the Contractor at his/her expense. The Contractor must submit all survey records to the Resident Engineer for the project records.

The Contractor is responsible for preparing the as-built drawings.

Full compensation for conforming to these 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.

Add to section 5-1.32 with:

Attention is directed to the provisions in Section 5-1.32, "Areas for Use" of the Standard Specifications and these special provisions.

The roadway right of way must be used only for purposes that are necessary to perform the required work. The Contractor must not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work. The Contractor must not park any vehicles along residential streets within the project limits.

Areas have been identified on the plans for possible use as staging areas for the Contractor.

City owned property, easements and right of way must be used only for purposes that are necessary to perform the required work. The Contractor must not occupy the property, easements, or right of way, or allow others to occupy these, for purposes which are not necessary to perform the required work.

The Contractor must remove equipment, materials, and rubbish from the work areas and other City-owned property which the Contractor occupies. The Contractor must leave the areas in a presentable condition in conformance with the provisions in Section 4-1.13, "Cleanup" of the State Standard Specifications.

The Contractor must secure, at the Contractor's own expense, any other areas required for plant sites, storage of equipment or materials or for other purposes, if sufficient area is not available to the Contractor within the contract limits.

Add to the end of section 5-1.32:

Personal vehicles of your employees must not be parked on the traveled way or shoulders, including sections closed to traffic.

Add to section 5-1.36A with:

The Contractor must replace, in kind or as approved by the Parks Department, the existing sod, shrubs and irrigation system impacted by the construction activities. Full compensation for conforming to these requirements is considered as included in the contract price paid for various items of work and no additional compensation will be allowed therefor.

Add between the 2nd and 3rd paragraphs of section 5-1.36C(3):

Installation of the utilities shown in the following table requires coordination with your activities. Make the necessary arrangements with the utility company through the Engineer and submit a schedule:

1. Verified by a representative of the utility company
2. Allowing at least the time shown for the utility owner to complete its work

Utility Relocation and Contractor-Arranged Time for the Relocation

Utility	Utility address	Location	Working days
<u>PG&E – 4" gas</u>		<u>On north side of Darling Way Bridge over Dry Creek</u>	<u>10 working days for removal</u> <u>10 working days for installation of new facility</u>
<u>City of Roseville – 12" Water</u>		<u>On west side of Sunrise Avenue Bridge</u>	<u>Contractor to relocate facility.</u> <u>Contractor to arrange shut down of service with City Department of Utilities.</u>
<u>City of Roseville – 12" Water</u>		<u>On south side of Darling Way Bridge</u>	<u>Contractor to replace facility.</u> <u>Contractor to arrange shut down of service with City Department of Utilities.</u>

Add to section 5-1.36D with:

The City of Roseville is a member of the Underground Service Alert (USA). The Contractor must notify USA 1-800-642-2444 at least 72 hours in advance of beginning work on the project. The Contractor is cautioned that there may be underground and overhead utility facilities within the work area including telephone, electrical, cable television, gas, water and sanitary sewer transmission facilities, and storm drainage collection facilities.

Where possible conflicts may exist, the Contractor must verify the grade and location of existing underground utility prior to any work by careful hand digging.

It is recognized by the City and the Contractor that the locations of existing utilities as shown on the plans are approximate, their actual location is unknown. Recognition is given to the fact there may be additional existing utilities unknown to either party to the contract. Location of utilities, as shown on the drawings, represents the best information obtainable from utility maps and information furnished by the various agencies and companies involved. The City warrants neither the accuracy nor the extent of the actual utilities involved.

All existing utilities are to remain in service and operational during construction. The Contractor is responsible to coordinate all his/her activities with all utility companies for the installation of the utilities that are shown to be done by the respective utility owners. Contractor must coordinate with PG&E regarding the removal of the existing gas pipe and installation of the new gas facility on Darling Way bridge. The Contractor must coordinate with City of Roseville Environmental Utilities Department regarding the replacement of the water pipe on Darling Way bridge and relocation of the water line on Sunrise Avenue bridge. The Contractor must make necessary arrangements with the utility company through the Engineer and submit a schedule that is verified by a representative of the utility company and allowing at least the time shown for the utility owner to complete its work.

The Contractor must coordinate with City of Roseville Environmental Utilities Department regarding the work associated with the service connections and metering for the irrigation, potable water and sewer at the trailhead on Riverside Avenue.

Perform all operations necessary to excavate, expose, and verify the location of existing utility mains and laterals that may cross or be in conflict with the proposed facilities and at tie-in locations.

Notify Underground Service Alert (USA) at 1-800-642-2444 and all utility companies which have underground facilities within the limits of work 72 hours before beginning any excavation work.

Where a possible at-grade conflict with existing underground utilities appears on the plans, determine its location a minimum of 100 feet ahead of the work prior to trenching unless prior pothole information is shown. Grade and alignment changes must be made only if approved by the Engineer.

The horizontal and vertical locations shown for the existing underground utilities are approximate. It is the Contractor responsibility to locate all utility lines in the construction area prior to excavation. Any damage to existing utility, structure, or service, whether or not indicated on the plans must be repaired at the Contractor's expense in a manner approved by the Engineer.

Submit a report for each pothole. The report must be typed and clearly drawn to show all necessary details, including:

1. Sketch showing the location, date, depth, conditions encountered, person in charge of potholing, and any other information requested by the Engineer
2. Utility and City Public Work person(s) notified

Do not proceed with excavation operations where underground utilities lie as shown on the plans or marked by USA until related potholing work has been completed to the satisfaction of the Engineer. Notify the Engineer of any potential conflicts with underground utilities.

Hand dig as necessary to protect existing utilities.

Notify the Engineer of conflicts in which there is less than two foot of separation between the existing and proposed utility.

In the event the Contractor discovers utilities not identified on the plans or by the utilities, the Contractor must immediately notify the Engineer and the utility owners by the most expeditious method reasonably available and later confirm in writing.

Full compensation for conforming to the requirements of this section, not otherwise provided for, is considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

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6 CONTROL OF MATERIALS

Add to section 6-1.03 of the RSS:

6-1.03B Submittals

6-1.03B(1) General

Not Used

6-1.03B(2) Work Plan

For local material, such as rock, gravel, earth, structure backfill, pervious backfill, imported borrow, and culvert bedding, obtained from a (1) noncommercial source, or (2) source not regulated under California jurisdiction, submit a local material plan for each material at least 60 days before placing the material. The local material plan must include:

1. Certification signed by you and an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

I am aware local material from a noncommercial source or a source not regulated under CA jurisdiction must be sampled and analyzed for pH and lead and may require sampling and analysis under section 6-1.03B(3) for other constituents of concern based on the land use history. I am aware that local material sources must not contain ADL at concentrations greater than 80 mg/kg total lead or equal to or greater than 5 mg/L soluble lead as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II. I am aware that a maximum quantity of material may be excavated at the site based on the minimum number of samples taken before excavating at the site under section 6-1.03B(3).

2. Land use history of the local material location and surrounding property
3. Sampling protocol
4. Number of samples per volume of local material
5. QA and QC requirements and procedures
6. Qualifications of sampling personnel
7. Stockpile history
8. Name and address of the analytical laboratory that will perform the chemical analyses
9. Analyses that will be performed for lead and pH
10. Other analyses that will be performed for possible hazardous constituents based on:
 - 10.1. Source property history
 - 10.2. Land use adjacent to source property
 - 10.3. Constituents of concern in the ground water basin where the job site is located

The plan must be sealed and signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State.

If the plan requires revisions, the Engineer provides comments. Submit a revised plan within 7 days of receiving comments. Allow 7 days for the review.

6-1.03B(3) Analytical Test Results

At least 15 days before placing local material, submit analytical test results for each local material obtained from a noncommercial source or a source not regulated under CA jurisdiction. The analytical test results must include:

1. Certification signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

The analytical testing described in the local material plan has been performed. I performed a statistical analysis of the test results using the US EPA's ProUCL software with the applicable 95 percent upper confidence limit. I certify that the material from the local material source is suitable for unrestricted use at the job site, it has a pH above 5.0, does not contain soluble lead in concentrations equal to or greater than 5mg/l as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II, does not contain lead in concentrations above 80 mg/kg total lead, is free from all other contaminants identified in the local material plan, and will comply with the job site's basin plan and water quality objectives of the RWQCB.

2. Chain of custody of samples
3. Analytical results no older than 1 year
4. Statistical analysis of the data using US EPA's ProUCL software with a 95 percent upper confidence limit
5. Comparison of sample results to hazardous waste concentration thresholds and the RWQCB's basin plan requirements and water quality objectives for the job site location

6-1.03B(4) Sample and Analysis

Sample and analyze local material from a (1) noncommercial source or (2) source not regulated under CA jurisdiction:

1. Before bringing the local material to the job site
2. As described in the local material plan
3. Under US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846)

The sample collection must be designed to generate a data set representative of the entire volume of proposed local material.

Before excavating at the (1) noncommercial material source or (2) a source not regulated under CA jurisdiction, collect the minimum number of samples and perform the minimum number of analytical tests for the corresponding maximum volume of local material as shown in the following table:

Minimum Number of Samples and Analytical Tests for Local Material

Maximum volume of imported borrow (cu yd)	Minimum number of samples and analytical tests
< 5,000	8
5,000–10,000	12 for the first 5,000 cu yd plus 1 for each additional 1,000 cu yd or portion thereof
10,000–20,000	17 for the first 10,000 cu yd plus 1 for each additional 2,500 cu yd or portion thereof
20,000–40,000	21 for the first 20,000 cu yd plus 1 for each additional 5,000 cu yd or portion thereof
40,000–80,000	25 for the first 40,000 cu yd plus 1 for each additional 10,000 cu yd or portion thereof
> 80,000	29 for the first 80,000 cu yd plus 1 for each additional 20,000 cu yd or portion thereof

Do not collect composite samples or mix individual samples to form a composite sample.

Analyze the samples using the US EPA's ProUCL software with a 95 percent upper confidence limit. All chemical analysis must be performed by a laboratory certified by the SWRCB's Environmental Laboratory Accreditation Program (ELAP).

The analytical test results must demonstrate that the local material:

1. Is not a hazardous waste

2. Has a pH above 5.0
3. Has an average total lead concentration, based upon the 95 percent upper confidence limit, at or below 80 mg/kg
4. Is free of possible contaminants identified in the local material plan
5. Complies with the RWQCB's basin plan for the job site location
6. Complies with the RWQCB's water quality objectives for the job site location

6-1.03C Local Material Management

Do not place local material until authorized.

If the Engineer determines the appearance, odor, or texture of any delivered local material suggests possible contamination, sample and analyze the material. The sampling and analysis is change order work unless (1) hazardous waste is discovered or (2) the analytical test results indicate the material does not comply with section 6-1.03B(3).

Dispose of noncompliant local material at an appropriately permitted CA Class I, CA Class II or CA Class III facility. You are the generator of noncompliant local material.

Add to section 6-1:

6-1.06 BUY CLEAN CALIFORNIA ACT

6-1.06A General

The following materials or products are subject to the Buy Clean California Act (Pub Cont Code § 3500 et seq.):

Material or product	Material specifications
Carbon steel rebar	Section 52-1.02B, "Bar Reinforcement"
Structural steel	Section 55-1.02D(1), "General," – Structural Steel table or Section 99, "Building Construction"
Flat glass	Section 99, "Building Construction"
Mineral wool board insulation	Section 99, "Building Construction"

For product category rules and North America program operators for applicable materials or products, go to the METS website.

For projects with bid opening dates after November 30, 2018, through November 30, 2019, the Department collects existing environmental product declarations for materials or products subject to the Buy Clean California Act.

6-1.06B Definitions

environmental product declaration: Independently verified document created and verified in accordance with International Organization for Standardization (ISO) 14025 for Type III environmental declarations that identifies the global warming potential emissions of the facility-specific material or product through a product stage life cycle assessment.

product category rule: Program operator established rule based on the science of life cycle assessment that governs the development of the environmental product declaration for the material or product.

product stage: Boundary of the environmental product declaration that includes (1) raw material supply, (2) transportation processes, and (3) processing operations, including operations such as melting, mixing, fabrication, finishing, curing, cooling, trimming,

packaging and loading for transport delivery. Commonly referred to as a "cradle-to-gate" life cycle assessment.

program operator: Independent agency that supervises and confirms the full environmental product declaration development process in accordance with ISO 14025.

raw material supply: Upstream processes which can include allocations, extraction, refinement, reclamation, handling and processing of the constituents used in producing the material or product.

transportation processes: Includes transportation of raw, reclaimed or recycled material constituents from the supplier to the gate of the manufacturer, producer or fabricator. Includes transport of related waste products.

6-1.06C Submittals

At least 15 days before submitting environmental product declarations, you must register on the Department's Data Interchange for Materials Engineering. Follow the registration process at:

<https://dime.dot.ca.gov/>

Submit available environmental product declarations for applicable materials or products as informational submittals to the Department's Data Interchange for Materials Engineering and provide PDF copies to the Engineer.

Add to section 6-2.01A with:

Material testing for this project will be provided by the City as set forth in Section 6 "Control of Materials" of the State Standard Specifications.

The City uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

Samples, certificates of compliance, list of materials and material sources, access to facilities, requests for testing and all other data relating to material testing shall conform to Section 6 "Control of Materials" of the State Standard Specifications. Contractor shall provide the Engineer with three (3) working days' notice of the need for materials testing.

The Engineer will deduct the costs for testing of materials and work found to be unacceptable, as determined by the tests performed by the Department, and the costs for testing of material sources identified by the Contractor which are not used for the work, from moneys due or to become due to the Contractor. The amount deducted will be determined by the Engineer.

Full compensation for conforming to all requirements specified in this section, "Control of Materials," shall be considered as included in the contract price paid for other items of work and no additional compensation will be allowed.

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7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to section 7-1.02M(2) of the RSS:

Hydrocarbon-fueled engines, both stationary and mobile, must be equipped with spark arresters pursuant to Pub Res Code § 4442 except for either of the following:

1. Motor trucks, truck tractors, buses, or passenger vehicles
2. Equipment powered by properly maintained exhaust-driven turbo-charged engines or equipped with scrubbers with properly maintained water levels

Each toilet must have a metal ashtray at least 6 inches in diameter by 8 inches deep, half-filled with sand, and within easy reach of anyone accessing the facility.

Locate flammable materials at least 50 feet away from equipment service, parking, and gas or oil storage areas. Each small mobile or stationary engine site must be cleared of flammable material for a radius of at least 15 feet from the engine.

Before clearing and grubbing, clear a fire break at the outer limits of the areas to be cleared and grubbed. Where clearing and grubbing limits allow, use a minimum fire break width of 20 feet. Each area to be cleared and grubbed must be cleared and kept clear of flammable material such as dry grass, weeds, brush, downed trees, oily rags and waste, paper, cartons, and plastic waste.

Cal Fire, USFS, and BLM have established the following adjective class ratings for 5 levels of fire danger for use in public information releases and fire protection signing: "low," "moderate," "high," "very high," "extreme." Obtain the fire danger rating daily for the project area from the nearest Cal Fire unit headquarters, USFS ranger district office, or BLM field office. Monitor the National Weather Service daily forecasts for "fire weather watches" and "red flag warnings" covering the project's locations.

If the fire danger rating is "extreme", or "very high" or a "fire weather watch" is issued, then:

1. Falling of dead trees or snags must be discontinued.
2. No open burning is permitted and fires must be extinguished.
3. Welding must be discontinued except in an enclosed building or within an area cleared of flammable material for a radius of 25 feet.
4. Blasting must be discontinued.
5. Smoking is allowed only in automobiles and cabs of trucks equipped with an ashtray or in cleared areas immediately surrounded by a fire break unless prohibited by other authority.
6. Vehicular travel is restricted to cleared areas except in case of emergency.
7. Notify the City of Roseville Fire Department of planned activities on

If the fire danger rating is "extreme" or a "red flag warning" is issued, take the precautions specified for a "very high" fire danger rating or a "fire weather watch" issuance, except:

1. Smoking is only allowed in automobiles and cabs of trucks equipped with an ashtray.
2. Work of a nature that could start a fire requires that properly equipped fire guards be assigned to such operation for the duration of the work.

The Engineer may suspend work wholly or in part due to hazardous fire conditions. The days during this suspension are non-working days. If field and weather conditions become such that the work is suspended, section 7-1.02M(2) will not be enforced for the period of the suspension.

Replace the 10th paragraphs of section 7-1.03 with:

Install signs, lights, flares, Type K temporary railing, barricades and other facilities to direct traffic. Provide flaggers and bicycle traffic control/detour plans whenever necessary to direct the movement of the public through or around the work. Flagging must comply with section 12-1.

Add to section 7-1.03:

The use of flagmen, barricades and construction signing shall comply with the current edition of the MUTCD and/or State of California Manual of Traffic Controls for "Construction and Maintenance Work Zones" or as required by the Engineer. All construction traffic control devices shall be in place and operational prior to beginning work or different phases throughout the contract.

The Contractor shall submit at the Pre-Construction meeting a plan showing traffic control measures, haul routes and / or detours for vehicles and pedestrians affected by the construction work to the Engineer for review and acceptance. A minimum of 5 working days will be required to review and provide the Contractor with comments on the plan. The Contractor will not be allowed to begin work until a traffic control plan has been accepted by the Engineer. A copy of the traffic control plan/detour plan must be kept at the job site at all times.

Unless otherwise approved by the City or provided for in these specifications, construction activities which are under City contract shall not be permitted at any time other than 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. on Saturday, when approved by the City, including state, federal and designated holidays.

The Contractor shall be responsible for informing the public of the traffic conditions existing within the construction area at all times by placement of appropriate warning and advisory signs. The Contractor shall provide and maintain all traffic control and safety items. The Contractor assumes sole and complete responsibility for job and site conditions during the course of construction, including safety of all persons and property. This requirement shall apply continuously 24 hours/day and shall not be limited to normal working hours.

Whenever vehicles or equipment are parked within a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators; placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or a C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed in a location approved by the Engineer.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor, if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

The Contractor shall notify local residents 72 hours prior to cutting off their access for periods in excess of 2 hours. Notice must be given in writing two days prior to cutting off access and verbally the evening prior to cutting of access. The Contractor shall cooperate with local residents for access to the maximum extent physically possible.

The Contractor shall notify businesses 72 hours prior to impacting their driveway access. The Contractor shall cooperate with businesses for access to the maximum extent physically possible. If two driveways access a single business, one of those driveways shall remain accessible at all times. If only one driveway is used for access to a business, half of that driveway shall remain open at all times.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic. No equipment will be allowed to be parked within any traffic lane or median after work hours.

The Contractor shall notify the Engineer of his intent to begin work at least 3 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of parked vehicles.

Ten days prior to any City approved road or lane closures, the Contractor shall notify the Engineer (phone 916-746-1300). The Contractor shall notify the Engineer and seventy-two (72) hours in advance of any revisions to the road or lane closure schedules.

Full compensation for complying with the above requirements shall be considered as included in the payment for the various contract items of work involved, and no additional compensation will be allowed.

Replace the 7th paragraphs of section 7-1.04 with:

Provide flaggers whenever necessary to ensure that the public is given safe guidance through the work zone. Flagging must comply with section 12-1.

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8 PROSECUTION AND PROGRESS

Add to section 8-1.02 with:

Attention is directed to the provisions in Section 8-1.02, "Schedule" of the Standard Specifications and these special provisions.

In addition to Section 8-1.02, "Schedule," of the State Standard Specifications, the Contractor shall submit a draft progress schedule to the Engineer at the pre-construction meeting, final work progress schedule 10 days prior to work commencement of work, and within 5 working days of the Engineers written request at any other time. The progress schedule shall state the location of work with stationing, the anticipated begin and completion dates and the type of construction operation anticipated for the locations of work with stations. Work that exceeds the stated completion date shall be understood as being out of conformance with the progress schedule and these Special Provisions.

The progress schedule shall clearly show the sequence and interdependence of construction activities and shall list specifically activities for obtaining, delivering, installing and completing of each major piece of equipment, materials and other supplies.

The construction schedule shall:

- a) Be a calendar-time scaled network diagram.
- b) Include time for the Engineer to review submittals or inspect the work.
- c) Identify the activities, which constitute the controlling operation or critical path.

The Contractor's schedule must minimize impacts to local residents, business owners, traffic and pedestrians. Where segments of the project work can be completed to avoid on-going impacts to adjacent property owners or the general public, such work must be scheduled to achieve this goal.

At the discretion of the Engineer, the Contractor shall attend a meeting one day per week for the duration of the project to discuss the project's schedule and construction issues with the City. Meetings will be held at a location to be determined at a later date by the City.

Once each month, or as deemed necessary by the Engineer, the Contractor shall submit a revised progress schedule and participate with the Engineer in a schedule review to update activity progress.

Strict conformance to the progress schedule shall be maintained and revisions to the progress schedule may be allowed only upon written approval by the Engineer.

Scheduling of change orders or extra work orders is the responsibility of the Contractor. The Contractor shall revise the schedule to incorporate all activities involved in completing the change orders or extra work order and submit it to the Engineer for review and approval. With the concurrence of the Engineer, change or extra work orders of a magnitude less than \$500 do not need to be scheduled, unless the order affects the project schedule or outside parties.

If the Engineer finds the Contractor is entitled to an extension of any completion date under the provisions of the contract the Engineer's determination of the total number of days extension will be based upon the current analysis of the schedule and upon data relevant to the extension.

The Contractor acknowledges and agrees that delays to non-critical activities (those with float) will not be the basis for a time extension. Non-critical activities are those activities which, when delayed, do not affect the contract completion date. All float time will jointly belong to the City and Contractor.

Payment for work under this section shall be deemed included in other contract items, and no additional compensation shall be allowed therefor.

Replace paragraphs of section 8-1.04B with:

The Contractor shall begin work within 15 days after receiving the "Notice to Proceed" letter executed by the Director of Public Works or authorized staff and shall thereafter diligently prosecute the work to completion.

Preconstruction Meeting – A preconstruction meeting shall be held between the Contractor and the Engineer for the purpose of discussing the scope of work, contract drawings, specifications, existing conditions, materials to be tested, equipment to be used, and all essential matters pertaining to the prosecution and the satisfactory completion of the project as required. The

Contractor's representative at this conference shall include all major superintendents for the work and may include major subcontractors and material suppliers.

Add to section 8-1.05 with:

All work, including punch list items, shall be completed within **300 working days** from the beginning date specified in the **Notice to Proceed letter**. All punch list items shall be completed within the 300 working days prescribed above. A working day is defined as any weekday which is not a designated holiday listed in Section 5-1.01, "General".

Add to section 8-1.06 with:

In addition to the requirements specified in Section 8-1.06, "Suspensions", of the State Standard Specifications, the following shall apply:

Suspensions of Work Ordered by the Engineer – If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons for such adjustment.

Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost or time or cost and time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by the weather, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Engineer will notify the Contractor of this determination whether or not an adjustment is warranted. No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under the provisions specified in this section to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any term or condition of this contract.

Any contract adjustment warranted due to suspension of work ordered by the Engineer will be made in the same manner as provided for right-of-way delays in Section 8-1.07 "Delays", of the State Standard Specifications.

Add to section 8-1.10 with:

The Contractor shall pay to the City of Roseville the sum of **\$8,300 per day**, for each and every calendar day's delay in finishing the work (including resident engineer and inspection time) in excess of the number of working days prescribed.

Any progress payment made after the completion date shall not be construed as a waiver of liquidated damages.

Add to section 8-1.10B with:

All roadways impacted by construction activities shall be fully opened to traffic by 4:30 pm. The Contractor shall pay to the City liquidated damages of \$1,000 per each half-hour after 4:30 pm is exceeded and that a traveled lane remains closed due to the Contractor's operations.

After 5:30 pm, the Contractor shall pay to the City liquidated damages of \$2,000 per each half-hour that a traveled lane remains closed due to the Contractor's operations.

The Engineer will provide written notice of non-conformance to the Contractor within 24 hours of the violation. All Contractor's equipment, machinery, traffic control, and personnel shall be off of the pavement and all lanes shall be open to traffic to be considered as full compliance.

AA

9 PAYMENT

Add to section 9-1.02A with:

Payment for all work bid at a price per unit of measurement shall be based upon actual quantities of work as measured upon completion, unless otherwise noted. The City does not expressly or by implication agree that the actual amount of work or material of any class will correspond to the estimated quantities given in the proposal. The Contractor shall make no claim for anticipated profits, or loss of profit for damages, or for any extra payment whatsoever because of any difference between the amount of work actually done or material furnished and the estimated amount.

Replaced the 1st paragraph of section 9-1.16A with:

The Contractor shall submit all requests for progress payments using the forms included in Appendix C:

Form CC 1: Progress Payment Request - This form is to be completed and signed by the Contractor and attached as a cover sheet to each request for payment. This form will be mandatory on all contract payment requests.

Form CC2: Progress Payment Request (Detail) - This form may be used by the Contractor to provide the detail required to verify the payment quantities. (City will accept the Contractor's form if it provides the required information.)

Form CC3: Quantity Changes Verification Form - This form is required before any payment can be made based on actual quantities exceeding estimated quantities. At the conclusion of the project, the City will issue a "Balancing Change Order" incorporating all quantity increases and decreases in the contract item of work.

Add to section 9-1.17D(1):

The Contractor shall submit Form CC4: Final Release Form. This form must accompany all requests for final payment. (See Appendix C).

AA

DIVISION II GENERAL CONSTRUCTION

10 GENERAL

Add to the beginning of section 10-1.02E:

Construct the new pavement structure adjacent to the existing traveled way by successively excavating, preparing subgrade, placing base materials, and paving. Perform these activities concurrently after you start paving. Excavation within 8 feet of the existing traveled way must not precede the paving operation by more than 2 working days unless:

1. Authorized
2. Material is placed and compacted against the vertical cuts within 8 feet of the existing traveled way. During excavation, you may use native material for this purpose except you must use structural material once you start placing the pavement structure. Place the material to the top of the existing pavement and taper at a slope of 4:1 (horizontal:vertical) or flatter to the bottom of the excavation. Do not use treated base for the taper.

AA

11 WELDING

AA

12 TEMPORARY TRAFFIC CONTROL

Replace section 12-1.04 with:

The cost of furnishing all flaggers, including transporting flaggers, to provide for the passage of public traffic through the work under the provisions in "Public Convenience" and "Public Safety" is to be included in the contract lump sum price paid for Traffic Control System.

Replace section 12-3.01D with:

Full compensation for providing temporary traffic control devices will be paid as traffic control system.

Replace *Not Used* in section 12-3.11B(5)(a) of the RSS for section 12 with:

Provide two C47A project funding identification signs. One sign shall be located on Riverside Avenue near the proposed trailhead parking lot and one sign shall be located on Oak Ridge Drive near the west trail entry. The exact location for placement of the signs will be determined by the Engineer.

Project identification signs are considered part of construction area signs.

Construction Area Signs shall be paid for as a lump sum item. Payment for Construction Area Signs shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved in installing Construction Area Signs and project funding identification signs, as shown on the plans as specified in the State Standard Specifications and these Technical Specifications, and as directed by the Engineer and no additional compensation will be allowed.

Add to the beginning of section 12-3.32C of the RSS for section 12:

PCMSs must be placed on Riverside Avenue, on Darling Way, on Sunrise Avenue, and on Rocky Ridge Drive, at least 14 calendar days in advance of work activities that may impact traffic or pedestrian traffic at these locations. Contractor must obtain approval from the Engineer regarding the need for the installation and removal of the PCMSs.

Place PCMSs at the locations shown and in advance of the 1st warning sign for each:

1. Stationary lane closure
4. Shoulder closure

Add to end section 12-3.32A(3):

Submit message to be displayed in portable changeable message sign two (2) weeks in advance for approval by the City.

Add to end section 12-3.32C:

Place portable changeable message sign 14 calendar days prior to start of work.

Replace *Not Used* in section 12-3.32D with:

Portable Changeable Message Signs (PCMSs) shall be paid for as a lump sum item. Payment for PCMSs shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved in installing PCMSs, as shown on the plans as specified in the State Standard Specifications and these Technical Specifications, and as directed by the Engineer and no additional compensation will be allowed.

Replace *Reserved* in section 12-4.02C(3)(d) with:

Do not perform work on city streets that interferes with traffic from 06h00 to 08h00 or from 16h00 to 18h00 hours.

Comply with the requirements for a _____ shown in the following chart:

Add between the 1st and 2nd paragraphs of section 12-4.04C:

Traffic Control System shall be paid for as a lump sum item. Payment for Traffic Control System shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved in preparing and obtaining approval a traffic control plan, implementing and maintaining traffic control, as shown on the State Standard Specifications, these Technical Specifications and as directed by the Engineer and no additional compensation will be allowed.

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13 WATER POLLUTION CONTROL

Add to the end of section 13-1.01A:

The specifications in section 13 for water quality monitoring apply to the following work activities whenever they occur in water:

1. Bridge foundations at Darling Way Bridge
2. Rock Slope Protection within the ordinary high-water mark
3. Gabion basket wall and retaining wall construction within the ordinary high-water mark
4. Grading within the ordinary high-water mark
5. Any equipment or machinery within the ordinary high-water mark
6. Construction of temporary crossings

The receiving water for this project is Dry Creek.

Submit a water quality annual report for each reporting period from July 1st to June 30th.

Add between the 4th and 5th paragraphs of section 13-1.01D(5)(b):

Test the receiving water under the test methods for the WQOs shown in the following table:

Water Quality Objectives

Quality characteristic	Test method	Detection limit (min)	Requirement
pH	Field test with a calibrated portable instrument	0.2	Lower NAL = 6.5 Upper NAL = 8.5 And any change greater than 0.5 units from natural background
Turbidity (NTU)	Field test with a calibrated portable instrument	1	20 percent above natural background
Temperature (°F)	Field test with a calibrated portable instrument	1	1 degree above natural background
Dissolved oxygen (mg/L)	Field test with a calibrated portable instrument	1	Must not be reduced below 7 mg/L
Total dissolved solids (mg/L)	Field test with a calibrated portable instrument ^a	1	Greater than 100 mg/L
Specific conductance (µΩ)	Field test with a calibrated portable instrument	0.1	Must not exceed 175 µΩ at 77 °F

^aThe portable instrument must provide an estimate of the total dissolved solids.

Add to the end of section 13-3.01A:

This project's risk level is 2.

Add between the 4th and 5th paragraphs of section 13-3.01C(2)(a):

The following RWQCBs will review the authorized SWPPP:

1. 5S/Central Valley RWQCB

Replace the paragraphs in section 13-3.01D(2) with:

Discharges of stormwater from the job site must comply with the permit issued by the 5S/Central Valley RWQCB for National Pollutant Discharge Elimination System (NPDES) Permit (Order No. 2003-0005-DWQ), Permit No. CAS000004. The 5S/Central Valley RWQCB permit governs stormwater and nonstormwater discharges resulting from construction activities at the job site. The 5S/Central Valley RWQCB permit may be viewed at City of Roseville Publics Work Counter.

Prepare Storm Water Pollution Prevention Plan shall be paid for as a lump sum item. Payment shall be per Section 13-3.04 "Payment" of the State Standard Specifications, and no additional compensation will be allowed therefor.

Water Pollution Control shall be paid for as a lump sum item. Unless specified elsewhere as separate bid items, payment for Water Pollution Control shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved in implementing and maintaining water pollution control measures complete in place, as shown on the Plans, as specified in the SWPPP and State Standard Specifications, these Technical Specifications and as directed by the Engineer and no additional compensation will be allowed.

The payment quantity for temporary sediment control bid items paid for by the length is the length measured along the centerline of the installed material.

The payment quantity for temporary fiber roll does not include the additional quantity used for overlaps.

Full compensation per each for Temporary Drainage Inlet Protection, shall include full compensation for furnishing all the labor, materials, tools, equipment and incidentals and for doing all the work involved in temporary drainage inlet protection, as shown on the Plans, as specified in the State Standard Specifications, these Technical Specifications and as directed by the Engineer, and no additional compensation will be allowed therefor.

Full compensation per each for Temporary Construction Entrance, shall include full compensation for furnishing all the labor, materials, tools, equipment and incidentals and for doing all the work involved in temporary construction entrance, as shown on the Plans, as specified in the State Standard Specifications, these Technical Specifications and as directed by the Engineer, and no additional compensation will be allowed therefor.

Full compensation per each for Temporary Concrete Washout, shall include full compensation for furnishing all the labor, materials, tools, equipment and incidentals and for doing all the work involved in temporary concrete washout, as shown on the Plans, as specified in the State Standard Specifications, these Technical Specifications and as directed by the Engineer, and no additional compensation will be allowed therefor.

Job Site Management shall be paid for as a lump sum item. Payment for Job Site Management shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved in job site management, as specified in Section 13-4 of the State Standard Specifications, these Technical Specifications and no additional compensation will be allowed.

Replace section 13-12 with:

13-12 TEMPORARY CREEK DIVERSION SYSTEMS

13-12.01 GENERAL

13-12.01A Summary

Section 13-12 includes specifications for constructing, maintaining, reconstructing, and removing temporary creek diversion system (TCDS), and restoring creek bed to original condition. The temporary diversion system is used to divert upstream water flows to allow construction in a dry or dewatered location.

13-12.01B Definitions

Not Used

13-12.01C Submittals

Submit a certificate of compliance for:

1. Pump system
2. Pipe materials
3. Gravel
4. Plastic sheeting
5. Minor coffer dam materials

13-12.01C(1) Temporary Creek Diversion System Plan

Within 20 days of Contract approval, submit 3 copies of the Temporary Creek Diversion System Plan (TCDSP). The TCDSP must include:

1. Installation and removal process, including equipment, platforms for equipment, and access locations.
2. Anticipated flow rates.
3. Calculations supporting the sizing of piping, channels, pumps, or other conveyance by using FHWA HY-8 or other equivalent method. Calculate the discharge water flow rate and velocity anticipated where it discharges on any erodible surface, so its conveyance does not cause erosion within the project or at the discharge to the water body. Temporary culverts attached to banks, walls, or other locations must be designed to hold the full weight of the culvert at capacity and restrain the culvert for any expected hydraulic forces.
4. Plans showing locations of diversion, including layouts, cross sections, and elevations.
5. Materials proposed for use, including MSDS if applicable.
6. Operation and maintenance procedures for the TCDS.
7. Restoration plans showing before and after conditions, including photos of existing conditions for areas disturbed during the installation, operation, and removal of the TCDS.
8. Monitoring and reporting plan to ensure applicable water quality objectives are met. This includes schedule of work including Temporary BMP implementation as part of the Construction Site BMP strategy, and SWPPP or WPCP as applicable. Use with section 13-3.01A.
9. Details of the pumping system, if used, including power source, debris handling, fish screens, and monitoring requirements.
10. Fish passage plan, following the Caltrans Fish Passage Design for Road Crossings, CA Department of Fish and Wildlife (CDFW), CA Salmonid Stream Habitat Restoration Manual, and National Marine Fisheries Service (NMFS), Guidelines for Salmonid Passage at Stream Crossings, as required by the applicable PLACs.
11. The TCDS design must demonstrate how it will comply with section 13-12.03A, water tightness, and prevent seepage.
12. Contingency plan to remove workers, equipment, materials, fuels, and any other work items that will cause pollution or violation of PLACs during a rain event out of the flow area. Develop the contingency plan for when a 12-inch freeboard cannot be maintained and overtopping of the coffer dams may occur.

If revisions are required, the Engineer notifies you of the date when the review stopped and provides comments. Submit a revised TCDSP within 15 days of receiving the comments. The Department's review resumes when a complete TCDSP has been resubmitted.

Submit an electronic copy on a read-only CD, DVD, or other Engineer-authorized data storage device and 4 printed copies of the authorized TCDSP.

If the RWQCB or other regulatory agency requires review of the authorized TCDSP, the Engineer submits it to the RWQCB for review and comment. If the Engineer orders changes to the TCDSP based on the RWQCB's comments, submit a revised TCDSP within 10 days.

All submittals which include plans, specifications, and calculations must be sealed and signed by a civil engineer registered in the State.

13-12.01D Quality Assurance

Not Used

13-12.02 MATERIALS

13-12.02A Gravel

Gravel must:

1. Be river run gravel obtained from a river or creek bed with gradation of 100 percent passing a 3/4 inch sieve and 0% passing a 3/8 inch sieve
2. Be clean, hard, sound, durable, uniform in quality, and free of any detrimental quantity of soft, thin, elongated or laminated pieces, disintegrated material, organic matter, or other deleterious substances
3. Be composed entirely of particles that have no more than 1 fractured face
4. Have a cleanliness value of at least 85, as determined by California Test 227

13-12.02B Impermeable Plastic Membrane

Impermeable plastic membrane must be:

1. Single ply, commercial quality, polyethylene with a minimum thickness of 10 mils complying with ASTM D2103. You must use stronger plastic membrane if required as part of design to resist hydraulic forces.
2. Free of holes, punctures, tears or other defects that compromise the impermeability of the material.
3. Suitable for use as an impermeable membrane.
4. Resistant to UV light, retaining a minimum grab breaking load of 70 percent after 500 hours under ASTM D4355.

13-12.02C Gravel-Filled Bags

Gravel-filled bags must comply with section 13-5.02G.

The 2nd paragraph of section 13-5.02G does not apply.

13-12.02D Plastic Pipes

Plastic pipe must comply with section 61-3.01 and must:

1. Be clean, uncoated, in good condition free of rust, paint oil dirt or other residues that could potentially contribute to water pollution
2. Be adequately supported for planned loads
3. Use watertight joints under section 61-2.01.
4. Be made of a material or combination of materials that are suitable for clean water and which do not contain banned, hazardous or unlawful substances
5. For temporary pipes not reused on the project you may use the following materials:
 - 5.1. PVC closed-profile wall pipe must comply with ASTM F1803
 - 5.2. PVC solid wall pipe must comply with ASTM D3034, ASTM F679, AWWA C900, AWWA C905, or ASTM D2241 and cell class 12454 defined by ASTM D1784
 - 5.3. HDPE solid wall pipe must comply with AASHTO M 326 and ASTM F714
 - 5.4. Polyethylene large-diameter-profile wall sewer and drain pipe must comply with ASTM F894

13-12.02E Rock

Rock layer must comply with the table titled *Rock Gradation for 7-inch-thick Layer* in section 72-4.02.

13-12.02F Pumping System

Pumping system must:

1. Comply with section 74-2.02B
2. Be equipped with secondary containment
3. Be free of fuel and oil leaks
4. Meet intake screen regulatory requirements

13-12.02G Seepage Pumping System

If seepage occurs in the dewatered work area, the water must be removed by sump pumps as part of the TCDS.

Seepage pumping system must:

1. Comply with section 74-2.02B
2. Ensure discharge water conform with PLACs or is treated on site
3. Be free of fuel and oil leaks

13-12.02H Discharge Water Energy Dissipation and Erosion Control

Energy dissipation measures:

1. May be plastic sheeting, flared end sections, rubber matting, or other materials appropriate for the design hydraulics
2. Must be anchored to prevent movement by expected flows
3. Must be removed when the TCDS is removed

13-12.03 CONSTRUCTION

13-12.03A General

Construction, use and removal of the TCDS is restricted to the time period from June 15 to October 15. If the work cannot be completed during the initial restricted time period, remove TCDS, restore the creek to original flow condition, and reconstruct the TCDS after June 14 of the following year. No work is allowed within the stream except during the restricted time period.

Do not use motorized equipment or vehicles in areas of flowing or standing water for the construction or removal of the TCDS in compliance with section 13-4.03.

Remove vegetation to ground level and clear away debris.

Place temporary or permanent fill as allowed by PLACs.

Place rock at outlet of diversion pipe under section 72-4.03, except motorized vehicles and equipment must not be used in areas of flowing or standing water.

Do not construct or reconstruct TCDS if the 72-hour forecasts predict a 50 percent or greater chance of rain in the project area.

Stop all work and remove all material and equipment from the creek between upstream and downstream cofferdams if the 72-hour forecasts predict a 50 percent or greater chance of rain in the project area and the predicted rainfall is estimated to produce a flow rate exceeding the design capacity of the TCDS.

If the required freeboard cannot be maintained and overtopping may occur, implement contingency plan to remove all workers, equipment, and potential sources of pollution from the dry working area of the creek bed.

The TCDS must be constructed within the temporary impact footprint as described in the environmental commitments.

Lap and join joints between the edges of impermeable plastic membrane with commercial-quality waterproof tape with minimum 4-inch lapping at the edges.

Seal openings or penetrations through the impermeable plastic membrane with commercial quality waterproof tape.

2. Be from 8-1/2 to 11 inches high and from 11 to 14 inches wide
3. Have the following message in black letters: "WARNING. THIS FENCE SHALL NOT BE REMOVED OR RELOCATED WITHOUT WRITTEN AUTHORIZATION FROM THE CITY OF ROSEVILLE."

The message must be legible from a distance of 20 feet by persons with 20/20 vision or vision corrected to 20/20.

The signs may be made of laminated printed paper attached to an inflexible weatherproof backer board.

Attach the signs to the temporary high visibility fence with tie wire or locking plastic fasteners.

Maintain the signs until Contract acceptance.

ESA signs must:

1. Be weatherproof and fade-proof
2. Be from 8-1/2 to 11 inches high and from 11 to 14 inches wide
3. Have a message that is legible from a distance of 20 feet by persons with 20/20 vision or vision corrected to 20/20
4. Be attached to the ESA barrier with tie wire or locking plastic fasteners

The signs may be made of laminated printed paper attached to an inflexible weatherproof backer board.

Access to an ESA other than that described is prohibited.

Add to section 14-1.02

Temporary High Visibility Fence shall be measured per linear foot. Payment for Temporary High Visibility Fence shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved installing temporary high visibility fence, as shown on the Plans, as specified in the State Standard Specifications, these Technical Specifications and as directed by the Engineer and no additional compensation will be allowed.

Add to the 1st paragraph of section 14-6.03A:

This project is within or near habitat for the regulated species shown in the following table:

Regulated Species	
<u>X</u>	
<u>Y</u>	
<u>Z</u>	

This project includes the sensitive habitats shown in the following table:

Sensitive Habitats	
<u>Jurisdictional wetlands</u>	

Add to section 14-6.03A:

Contractor's attention is directed to the requirements in the approved environmental document and permits for this project. All mitigation measures presented in the approved permits and environmental document must be implemented.

The following mitigation measures must be implemented:

- All project activities within the FEMA 100 year floodplain will only be allowed during the dry season (June 1 to October 15).
- A qualified biologist(s), retained by the City, must conduct a pre-construction survey for
- A United States Fish and Wildlife Service-approved biologist, retained by the City, must
- If any construction activities are scheduled to occur during the nesting season (February 15 through August 31), a pre-construction nesting bird survey must be conducted by a qualified biologist two weeks prior to construction to determine the presence/absence of nesting birds within the project area.
- Before any activities begin on a project, a qualified biologist retained by the City must conduct a training session on.....
- Before any activities begin on a project, a United States Fish and Wildlife Service-approved biologist, retained by the City, must .
- A qualified biologist must be present on site during initial ground disturbance.
- Construction activities must include use of methods and equipment that would provide the lowest level of noise and ground vibration impact such as alternative low noise pile installation methods.
- Newer equipment must be used, with improved muffling. All equipment must have the manufacturers' recommended noise abatement measures such as mufflers, engine closures, and engine vibration isolators intact and operational. Likewise, all equipment must be inspected at periodic intervals to ensure proper maintenance and presence of noise control devices (e.g. mufflers and shrouding, etc.).

Species protection areas within the project limits are as specified in the following table:

Species Protection Areas	
Identification name	Location

Use the protocols for the corresponding regulated species shown in the following table:

Regulated species name	Protocol

Comply with the following biological resource information requirements:

1. _____
2. _____
3. _____

7. Use to specify protection measures for species protection areas. Insert the name Within _____, implement the following protection measures:

1. _____
2. _____
3. _____

Monitor regulated species according to the schedule shown in the following table:

Monitoring type	Schedule

Full compensation for completing all work associated with all environmental and permitting requirements, including all mitigation measures is considered as included in the various bid items and no additional compensation will be allowed therefor.

Replace the 2nd paragraph of section 14-6.03B with:

The Department anticipates nesting or attempted nesting by migratory and nongame birds from _____ to _____.

Replace item 1 in the list in the 6th paragraph of section 14-6.03B with:

1. Stop all work within a 100-foot radius of the discovery except as shown in the following table:

Species	Protective radius (feet)

Add to section 14-6.03C:

Regulated fish are anticipated adjacent to bridge no. _____. Implement the following protection measures:

1. Install exclusionary material, a cofferdam, or a combination of both
2. Provide a Contractor-supplied biologist to relocate the fish if relocation is allowed

Relocate the regulated fish as soon as possible to a location with suitable habitat at least _____ feet _____ of the work area.

Handle regulated fish to minimize stress by:

1. Keeping the fish in water to the maximum extent possible during relocation
2. Keeping the fish in cool, shaded, and aerated water while in captivity
3. Protecting the fish from excessive noise, handling, temperature variation, jostling, or overcrowding while in captivity
4. Removing the fish from water only when releasing them
5. Segregating young-of-year salmonids into separate containers from older salmonids and other aquatic predators

Exclusion material must be ____-inch stretched mesh.

Exclude fish from the work area in the following sequence:

1. Install exclusion materials and remove as many fish as possible
2. Install a cofferdam or water bypass
3. Gradually dewater the work area
4. Remove the remaining fish using one or a combination of seining, baited minnow traps, and dip net and hand removal

Maintain exclusion material and cofferdams such that regulated fish are prevented from entering the work area.

The pump screen's approach velocity must not exceed ____ feet per second.

Replace the 2nd paragraph of section 14-8.02 with:

Noise from job site activities must not exceed 86 dBA Lmax at 50 feet from the job site from ____ p.m. to ____ a.m., except the following activities may exceed this noise restriction during the hours and on the days shown in the following table:

Activity	Hours		Days	
	From	To	From	Through

Do not operate construction equipment or run equipment engines from 7:00 p.m. to 7:00 a.m. or on Sundays at the job site except to:

1. Service traffic-control facilities
2. Service construction equipment

Add to section 14-8.02:

Replace the RSS for section 14-11.14 with:

14-11.14 TREATED WOOD WASTE

14-11.14A General

Section 14-11.14 applies if treated wood waste is shown on the Bid Item List.

Section 14-11.14 includes specifications for handling, storing, transporting, and disposing of treated wood waste. Manage treated wood waste under Health & Safety Code §25230 et seq.

Wood removed from roadside sign is treated wood waste.

14-11.14B Submittals

Within 5 business days of disposing of treated wood waste, submit as an informational submittal a copy of each completed shipping record and weight receipt.

14-11.14C Training

Provide training to personnel who handle or may come in contact with treated wood waste. Training must include:

1. Requirements of 8 CA Code of Regs
2. Procedures for identifying and segregating treated wood waste
3. Safe handling practices
4. Requirements of Health & Safety Code §25230 et seq
5. Proper disposal methods

Maintain training records for 3 years after contract acceptance.

14-11.14D Storage of Treated Wood Waste

Store treated wood waste at the jobsite until transport to the CA permitted disposal site.

Until disposal, store treated wood waste using the following methods:

1. Raise the waste on blocks above a foreseeable run-on elevation and protect it from precipitation for no more than 90 days.
2. Place the waste on a containment surface or pad protected from run-on and precipitation for no more than 180 days.

3. Place the waste in water-resistant containers designed for shipping or solid waste collection for no more than 1 year.
4. Place the waste in a storage building as defined in Health & Safety Code §25230 et seq.

Prevent unauthorized access to treated wood waste using a secure enclosure such as a locked chain-link-fenced area or a lockable shipping container located within the job site.

Resize and segregate treated wood waste at a location where debris including sawdust and chips can be contained. Collect and manage the debris as treated wood waste.

Identify treated wood waste and accumulation areas using water-resistant labels that comply with Health & Safety Code §25230 et seq. Labels must include:

1. The words *TREATED WOOD WASTE Do not burn or scavenge*
2. The words *Caltrans District* and the district number
3. The words *Construction Contract* and the contract number
4. District office address
5. Engineer's name, address, and telephone number
6. Contractor's contact name, address, and telephone number
7. Date placed in storage

14-11.14E Transport and Disposal of Treated Wood Waste

Dispose of treated wood waste within:

1. 90 days of generation if stored on blocks
2. 180 days of generation if stored on a containment surface or pad
3. 1 year of generation if stored in a water-resistant container or within 90 days after the container is full, whichever is shorter
4. 1 year of generation if stored in a storage building as defined in Health & Safety Code §25230 et seq

Before transporting treated wood waste, obtain agreement from the receiving facility that it will accept the waste. Protect shipments of the waste from loss and exposure to precipitation. For projects generating 10,000 lbs or more of treated wood waste, request a generator's EPA Identification Number from the Engineer at least 5 business days before the 1st shipment. Each shipment must be accompanied by a shipping record such as a bill of lading or invoice that includes:

1. The words *Caltrans District* and the district number
2. The words *Construction Contract* and the contract number
3. District office address
4. Engineer's name, address, and telephone number
5. Contractor's name, contact person, and telephone number
6. Receiving facility's name and address
7. Description of the waste (e.g., treated wood waste with preservative type if known or unknown/mixture)
8. Project location
9. Estimated weight or volume of the shipment
10. Date accumulation begins
11. Date of transport
12. Name of transporter
13. Date of receipt by the treated wood waste facility
14. Weight of shipment measured by the receiving facility
15. Generator's US EPA Identification Number for projects generating 10,000 lbs or more of treated wood waste

The shipping record must be 8-1/2 by 11 inches and a 4-part carbon or carbonless form to provide copies for the Engineer, transporter, and treated wood waste facility.

Transport treated wood waste directly to the CA permitted disposal site after leaving the jobsite. Do not mix treated wood waste from the job site with waste from any other generator.

Dispose of treated wood waste at one of the following:

1. An approved California disposal site operating under a RWQCB permit that includes acceptance of treated wood waste
2. California disposal site operating under a DTSC permit that includes acceptance of treated wood waste

Full compensation for removal and disposal of treated wood waste is included in the various items of work to which it pertains, and no additional compensation will be allowed therefor.

AA

15 EXISTING FACILITIES

Add to section 15-1.01 General:

The existing stone plaque located at the corner of Darling Way and Clinton Drive must be carefully removed, stored and reset in concrete at the location shown on the plan after confirmation of exact location has been provided by the Engineer.

Full compensation per each for Relocate Stone Plaque, shall include full compensation for furnishing all the labor, materials, tools, equipment and incidentals and for doing all the work involved in removing, storing and placing stone plaque in new location, as shown on the Plans, as specified in the State Standard Specifications, these Technical Specifications and as directed by the Engineer, and no additional compensation will be allowed therefor.

Add to section 15-1.03B Removing Concrete:

Miscellaneous concrete, not identified on the plans, may occur within the project limits that may be in conflict with the proposed project improvements. Such concrete must be removed in accordance with Section 15 of the State Standard Specifications and is to be measured and paid for by the cubic yard.

Add to section 15-1.04 PAYMENT:

Full compensation per square yard for Remove Concrete Sidewalk, shall include full compensation for furnishing all the labor, materials, tools, equipment and incidentals and for doing all the work involved in removing concrete sidewalk, as shown on the Plans, as specified in the State Standard Specifications, these Technical Specifications and as directed by the Engineer, and no additional compensation will be allowed therefor.

Full compensation per linear foot for Remove Concrete Curb and Gutter, shall include full compensation for furnishing all the labor, materials, tools, equipment and incidentals and for doing all the work involved in removing concrete curb and gutter, as shown on the Plans, as specified in the State Standard Specifications, these Technical Specifications and as directed by the Engineer, and no additional compensation will be allowed therefor.

Full compensation for removal asphalt concrete dike is included in the price paid per cubic yard for roadway excavation, and no additional compensation will be allowed therefor and no additional compensation will be allowed therefor.

Full compensation per cubic yard for Remove Miscellaneous Concrete, shall include full compensation for furnishing all the labor, materials, tools, equipment and incidentals and for doing all the work involved in removing miscellaneous concrete, as shown on the Plans, as specified in the State Standard Specifications, these Technical Specifications and as directed by the Engineer, and no additional compensation will be allowed therefor.

Full compensation per linear foot for Remove Fence, shall include full compensation for furnishing all the labor, materials, tools, equipment and incidentals and for doing all the work involved in removing fence of various types, including gates, as shown on the Plans, as specified in the State Standard Specifications,

these Technical Specifications and as directed by the Engineer, and no additional compensation will be allowed therefor.

Full compensation per each for Remove Swing Gate, shall include full compensation for furnishing all the labor, materials, tools, equipment and incidentals and for doing all the work involved in removing swing gate, including footings, as shown on the Plans, as specified in the State Standard Specifications, these Technical Specifications and as directed by the Engineer, and no additional compensation will be allowed therefor.

Full compensation per each for Remove Street Light, shall include full compensation for furnishing all the labor, materials, tools, equipment and incidentals and for doing all the work involved in removing street light, including footing to at least two feet below finished grade, as shown on the Plans, as specified in the State Standard Specifications, these Technical Specifications and as directed by the Engineer, and no additional compensation will be allowed therefor.

Adjust Pull Box to Grade

This item includes the finish grade adjustment and encasement in Portland Cement Concrete of existing pull boxes. Such pull box adjustments shall be constructed in accordance with the plans, the Standard Specifications and these special provisions, and as directed by the Engineer.

Any necessary location ties required to accurately locate items after paving are also included. All mis-cut pavement openings shall be completely reconstructed to match the new pavement in all respects. Concrete is not an acceptable pavement replacement.

Measurement of Adjust Pull Box to Grade will be the number of such items acceptably adjusted to grade.

The contract unit price paid per each for Adjust Pull Box to Grade shall include full compensation for all labor, materials, tools, incidentals and equipment required to complete this item of the work, as shown on the plans, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

Adjust Water Valve to Grade

This item includes the finish grade adjustment and encasement in Portland Cement Concrete of existing water valves. Such water valve adjustments shall be constructed in accordance with the plans, the Standard Specifications and these special provisions, and as directed by the Engineer.

Any necessary location ties required to accurately locate items after paving are also included. All mis-cut pavement openings shall be completely reconstructed to match the new pavement in all respects. Concrete is not an acceptable pavement replacement.

Measurement of Adjust Water Valve to Grade will be the number of such items acceptably adjusted to grade.

The contract unit price paid per each for Adjust Water Valve to Grade shall include full compensation for all labor, materials, tools, incidentals, and equipment required to complete this item of the work, as shown on the plans, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

Adjust Manhole to Grade

This item includes the finish grade adjustment and encasement in Portland Cement Concrete of existing manholes. Such manhole adjustments shall be constructed in accordance with the plans, the Standard Specifications and these special provisions, and as directed by the Engineer.

Any necessary location ties required to accurately locate items after paving are also included. All mis-cut pavement openings shall be completely reconstructed to match the new pavement in all respects. Concrete is not an acceptable pavement replacement.

Measurement of Adjust Manhole to Grade will be the number of such items acceptably adjusted to grade.

The contract unit price paid per each for Adjust Manhole to Grade shall include full compensation for all labor, materials, tools, incidentals and equipment required to complete this item of the work, as shown on

stump removal, as shown on the Plans, as specified in the State Standard Specifications, these Technical Specifications and as directed by the Engineer, and no additional compensation will be allowed therefor.

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18 DUST PALLIATIVES

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19 EARTHWORK

Replace the 2nd, 3rd, and 4th paragraphs of section 19-2.03B with:

Dispose of surplus material. Ensure enough material is available to complete the embankments before disposing of it.

Full compensation per cubic yard for Roadway Excavation, shall include full compensation for furnishing all the labor, materials, tools, equipment and incidentals and for doing all the work involved in roadway excavation, as shown on the Plans, as specified in the State Standard Specifications, these Technical Specifications and as directed by the Engineer, and no additional compensation will be allowed therefor.

Add between the 8th and 9th paragraphs of section 19-2.03G:

Roughen embankment slopes to receive erosion control materials by either track-walking or rolling with a sheepsfoot roller. Track-walk slopes by running track-mounted equipment perpendicular to the slope contours.

Add to the end of section 19-3.02E:

Slurry cement backfill may contain returned plastic concrete.

Slurry cement backfill containing returned plastic concrete must comply with the specifications for concrete containing returned plastic concrete.

Add to section 19-3.04:

Pervious backfill material placed within the limits of payment for bridges is paid for as structure backfill (bridge). Pervious backfill material placed within the limits of payment for retaining walls is paid for as structure backfill (retaining wall).

For the subgrade in all areas to receive structural improvements, including engineered fill and structure foundations, the exposed subgrade in fill areas should be processed and compacted as follows:

- Scarify the subgrade to a depth of approximately 8 inches.
- Moisture condition subgrade soil to at least optimum moisture content and compact it to a minimum 90% relative compaction.

The relative compaction should be at least 95% in the upper 6-inches beneath the pavement areas or where approach fills are thicker than 5 ft.

Any unstable or yielding subgrade must be brought to the attention of the Engineer. The Engineer will confirm the following:

- unstable material will be excavated to stable native material and replaced with engineered fill, or

- if stable material does not exist within 18 inches of subgrade, over excavate 18 inches, place a subgrade enhancement geotextile (Caltrans Class B3), and compact Caltrans Class 2 Aggregate Base (AB) in accordance with this section back to subgrade level.

Contractor's attention is directed to existing site conditions along the south side of Linda Creek in the vicinity of the Sunrise Avenue Bridge. Existing Rock Slope Protection (RSP) occurs along the southern side of the creek. This RSP will require removal and replacement for the excavation and construction of the Sunrise Bridge connection and retaining walls and trail between approximate Sta 92+00 and Sta 97+00. Where removal of the RSP is required for the construction of the retaining wall, full compensation for removal of RSP in conflict, cleaning of the RSP and re-placement of the RSP to return the slope to its original condition, is included in the price paid for structural excavation and no additional payment is made therefor. If existing RSP is required to be removed elsewhere within the project limits, such removal is considered as roadway excavation and no separate payment will be made therefor.

Contractor is notified that miscellaneous building rubble is known to occur within the supporting roadbed on Riverside Avenue and adjacent to Riverside Avenue in the vicinity of the proposed restroom and gravel parking lot. Should such material be encountered during excavation, Contractor must notify the Engineer and a decision will be made regarding removal and backfill with suitable material.

Add to section 19-6:

On-site soil may be used for fill provided it is free of concentrations of debris, vegetation, any deleterious materials, and has a maximum particle size of 3 inches.

Fill should be placed in maximum 8-inch lifts, moisture conditioned to at least optimum, and compacted to a minimum 90% relative compaction. The relative compaction should be at least 95% in the upper 6-inches beneath the pavement areas and where approach fills are thicker than 5 ft.

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Replace the 3rd and 4th paragraphs in section 19-6.02B with:

The backfill must comply with the gradation requirements shown in the following table:

Sieve size	Percentage passing
1-1/2"	100
3/4"	75-100
No. 4	20-100
No. 40	0-60
No. 200	0-50

The backfill must comply with the quality characteristics shown in the following table:

Quality characteristics	Test method	Requirement
Plasticity index (max)	California Test 204	20
pH	California Test 643	5-9

For slopes steeper than 2H:1V and as steep as 1.5H:1V, the slopes should be reinforced with geogrid per Section 96 of Caltrans Standard Specifications and as follows:

- Primary Reinforcement – Place reinforcement uniaxial geogrid (e.g., Tensar UX1100 or equivalent) along the outer 11 ft of the reconstructed section with a 2-foot vertical spacing. A minimum long-term design strength (LTDS) of 1,450 lbs/ft for the geogrid reinforcement is recommended.

Contractor is directed to Section 15 "Existing facilities" section of the State Standard Specifications for rerouting existing irrigation lines, sprinkler heads, and landscaping and repair any that would be damaged with the installation of the fence.

Any necessary planting shall conform to the provisions in Section 20, "Landscape," of the State Standard Specifications. Work consists of planting trees and plants as shown on plans.

Plant materials shall meet or exceed the American Nurserymen Association standards, as specified in the current edition of American Standard for Nursery Stock published by the American Association of Nurserymen, Inc. Provide plant materials in accordance with applicable California Agricultural Codes.

Trees and plants shall be guaranteed to be in good, healthy, and flourishing condition of active growth at the end of two growing years from the date of final acceptance by the Engineer of the planting work.

Plants shall be vigorous and of normal habit of growth and shall be free of girdling roots, disease, insects, insect eggs and larvae. Trees shall have straight trunks with the leader intact, unless otherwise specified. All abrasions and cuts shall be completely callused over. Plants shall be of standard size for container and species, unless specified otherwise in the plans. Any undersized material shall be rejected. The heights of plants and of branching shall be measured where the branches are in normal positions. Plants shall not be pruned prior to delivery, except upon special approval.

Irrigation shall conform to the provisions in Section 20-10, "Existing Landscape," of the State Standard Specifications, as amended by the latest version of the Revised Standard Specifications.

Prior to beginning any work adjacent to an existing irrigation system, the Contractor will coordinate with the Engineer and the property owner to test the irrigation system in the presence of the Engineer and the owner, in order to determine the limits and condition of the system. Note any existing deficiencies and outline proposed modifications necessary to permit construction of the proposed project improvements. Provide this information to the Engineer and the property owner prior to making any modifications to the system.

During construction, protect the irrigation systems to remain in place. Cap, relocate, and modify irrigation system as necessary to provide a working system that completely irrigates the existing landscaping similar to pre-project conditions. Schedule and test the system in the presence of the Engineer and the property owner.

It is the intention of this section of the Specifications, together with the plans, to accomplish the work of installing an irrigation and water supply system, which will operate efficiently and provide full coverage. The plans indicate the general arrangement of piping and equipment, but do not necessarily indicate all offsets, fittings, and accessories that may be required. The Contractor shall furnish any incidental materials and labor not specifically called for but required to complete the work intended.

MEASUREMENT AND PAYMENT

Tree planting shall be measured on a per unit (EA) basis. Shrub, grasses and groundcover plantings and paid for on a square foot (SF) basis and shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved installing the new trees and shrubs complete in place, as shown on the Plans, as specified in the State Standard Construction Specifications, these Technical Specifications and as directed by the Engineer and no additional compensation will be allowed.

Irrigation shall be measured and paid for on a lump sum (LS) basis and shall include full compensation for furnishing all the labor, materials, tools, equipment and incidentals and for doing all the work involved in installing the irrigation equipment for the new landscaping within the trailhead, testing and repairing the irrigation system complete in place, as shown on the Plans, as specified in the State Standard Construction Specifications, these Technical Specifications and as directed by the Engineer and no additional compensation will be allowed.

20-2 ONE-YEAR MAINTENANCE FOR LANDSCAPE ESTABLISHMENT

General

Work in this section includes the growing and maintenance operations necessary to establish the planting as installed per the project plans

Note that final acceptance and completion of the project will not occur until the end of the 1-year landscape maintenance period

Submittals

Soil Testing: Contractor shall collect 4 one-quart samples in the proposed planting areas and submit to Soil and Plant Laboratory of Santa Clara, (408) 727 0330, for maintenance period fertilizer recommendations. Test results shall be made available to the City's Representative. Sample shall be a representative composite taken from several planting areas. Cost of soil test shall be paid for by the Contractor.

Materials

Fertilizer: Used during the course of the maintenance period shall be determined by soils test required under Part 1 of this Section. For bidding purposes only, assume the use of blood and bone meal, fishmeal, kelp or compost tea. Available from Lyngso Garden Materials, www.lyngsogarden.com.

Water: During the course of construction period water shall be paid for by the Contractor.

Herbicide: Herbicide shall NOT be used. use Integrated Pest Management for weed control as well as measures described on following page.

Execution

Time Limits: The maintenance period shall commence from the date of substantial completion as defined below, and extend for a 2-year period thereafter, or until the acceptance of Final Completion, whichever is longer.

Fertilizer Application: Fertilizer(s) shall be applied per Soil and Plant Laboratory recommendations. For bidding purposes, assume initial application to be four weeks after planting and subsequent applications to be at 45-day intervals.

Herbicide Application: Herbicide shall NOT be used. All planting areas shall be kept weed free by non-herbicide methods during this time period.

Weed Management:

- Identify key weeds: Contractor will identify key weeds present and design weed manage program to target those species.
- Invasive plants: Invasive plant species may have been included in the plantings inadvertently. Seedlings and/or suckers from those plants shall be removed by the Contractor. Refer to www.bayfriendly.org or www.cal-ipc.org for a list of invasive species. Remove all invasive plants not planted intentionally as noted in the Section below
- Controls: Cultural/Mechanical/physical methods will be used as the first choice in weed management.
 - 1) Monitor planting areas frequently to identify and eradicate weeds early in the growth stage prior to their setting seed.
 - 2) Cut or pull weeds using hand operated equipment where possible.
 - 3) Mulches shall be maintained at all times over soil surface that is not covered by vegetation.

Basic Requirements: All planting and rocked areas shall be kept weed-free during the maintenance period. Contractor shall mow the hydroseeded areas 2-3 times per growing season (mid-February – June 1st). All pest and disease control shall be the Contractor's responsibility. Settlement of soil and plants and soil erosion shall be repaired and areas replanted as required. No chemicals or herbicides nor gas-driven blower backpacks shall be used in the City of Roseville per the City's environmental policies.

Final Review: Contractor shall request a final review of the project at least five days in advance of the proposed date. Failure to request this notice shall automatically extend the date of completion. The maintenance period will continue until project is deemed complete.

Measurement and Payment

One year maintenance for landscape establishment shall be measured and paid for on a lump sum (LS) basis and shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved in maintaining the new trees and shrubs, as shown on the Plans, as specified in the State Standard Construction Specifications, these Technical Specifications and as directed by the Engineer and no additional compensation will be allowed.

20-3 TRAIL SIGNAGE

General

Work shall consist of the furnishing and installation of signs and wayfinding signs and related work along the trail corridor.

Signs shall be fabricated and furnished in accordance with details shown on the plans, the Traffic Sign Specifications, and these special provisions.

Quality Control: The requirements of "Quality Control for Signs" in this section shall not apply to construction area signs.

No later than 14 days before sign fabrication, the Contractor shall submit a written copy of the quality control plan for signs to the City's Representative for review. The City's Representative will have 10 days to review the quality control plan. Sign fabrication shall not begin until the City's Representative approves the Contractor's quality control plan in writing. The Contractor shall submit to the City's Representative at least 3 copies of the approved quality control plan. The quality control plan shall include, but not be limited to the following requirements:

1. Identification of the party responsible for quality control of signs,
2. Basis of acceptance for incoming raw materials at the fabrication facility,
3. Type, method and frequency of quality control testing at the fabrication facility,
4. List (by manufacturer and product name) of process colors, protective overlay film, retroreflective sheeting and black non reflective film,
5. Recommended cleaning procedure for each product, and
6. Method of packaging, transport and storage for signs.

Temporary or permanent signs shall be free from blemishes that may affect the serviceability and detract from the general sign color and appearance when viewing during daytime and nighttime from a distance of 25 feet. The face of each finished sign shall be uniform, flat, smooth, and free of defects, scratches, wrinkles, gel, hard spots, streaks, extrusion marks, and air bubbles. The front, back, and edges of the sign panels shall be free of router chatter marks, burns, sharp edges, loose rivets, delaminated skins, excessive adhesive over spray and aluminum marks.

Inspection: The City's Representative will inspect signs at the Contractor's facility and delivery location, and in accordance with Section 6, "Control of Materials," of the Standard Specifications. The City's Representative will inspect signs for damage and defects before and after installation.

Repairing sign panels will not be allowed except when approved by the City's Representative.

When requested, the Contractor shall provide the City's Representative test samples of signs and materials used at various stages of production. Sign samples shall be 12" x 12" in size with applied background, letter or numeral, and border strip.

Execution

Signs shall be stored in dry environment at all times. Signs shall not rest directly on the ground or become wet during storage. Signs, whether stored indoor or outdoor, shall be free standing. In areas of high heat and humidity signs shall be stored in enclosed climate controlled trailers or containers. Signs shall be stored indoor if duration of the storage will exceed 30 days.

Screen processed signs shall be protected, transported and stored as recommended by the manufacturer of the retroreflective sheeting.

Measurement and Payment

All work under this section shall be paid for by a per unit (EA) basis for signage and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in signage, and related incidental work.

20-4 SITE FURNISHINGS

General

Work shall consist of furnishing and installation of all site furnishings, including but not necessarily limited to, benches seating, trash/recycling receptacles, bike racks, pet waste bag dispenser, and exercise equipment as shown on the plans.

Related work specified elsewhere: PCC Multi-Use Bicycle Path and Miscellaneous Concrete Construction.

Submittals: Submit catalog information for items:

1. Benches
2. Trash/Recycling Receptacles
3. Pet Waste Bag Dispenser
4. Bike Racks
5. Exercise Equipment

Materials

Trash/Recycling Receptacles shall be the solid dome top. 32 gallon size with receptacle, surface mounted. Urbanscape "FG Style" or approved equal. Miracle Play Group: 916.317.0545

Pet Waste Dispenser shall be Dogipot of approved equal

Exercise Equipment shall be Greenfields Outdoor Fitness. <https://gfoutdoorfitness.com/>. 888.315.9037

Measurement and Payment

Site furnishings shall be measured and paid for on a per unit (EA) basis and shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved installing site furnishings complete in place, as shown on the Plans and these Technical Specifications and as directed by the Engineer and no additional compensation will be allowed.

20-5 Decomposed Granite

Decomposed granite shall comply with the requirements specified in Section 20-5.03D, "Decomposed Granite," of the State standard specifications.

Measurement and Payment

Where decomposed granite is paid for by volume, the payment quantity is determined from the dimensions shown on the plans.

Decomposed granite shall be measured and paid for by cubic yard and shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved constructing decomposed granite, as shown on the Plans and these Technical Specifications and as directed by the Engineer and no additional compensation will be allowed.

20-6 PREFABRICATED RESTROOM

Work shall consist of furnishing and installation of a prefabricated restroom at the location shown on the plans. The restroom shall be Standard Comfort Station #2 Master Plan per the City of Roseville Parks, Recreation, and Libraries Department. The standard drawings and specifications are attached as Appendix X to these specifications.

Measurement and Payment

Prefabricated restroom shall be measured and paid for as a lump sum item and shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved installing the prefabricated restroom complete in place, including footings, pads and concrete pad in front of doors, as shown on the Plans and these Technical Specifications and as directed by the Engineer and no additional compensation will be allowed.

All work within the footprint of the restroom are included as part of the lump sum price paid for Prefabricated Restroom. Ramps leading up to the restroom are paid for as PCC Sidewalk. Electrical conduit and conductors from the point source and water lines and sewer lines are paid for separately.

20-7 MISCELLANEOUS UTILITIES FOR TRAILHEAD AND RESTROOM

Work shall consist of furnishing and installation water and irrigation valves, meters, and backflow preventer assembly as shown on the plans and in accordance with City Department of Environmental Utilities (EU) standards. Connections to existing City sewer and potable water systems within Riverside Avenue must be coordinated with EU.

All sewer and water pipes for restroom, shall be in accordance with EU standards.

All electrical conduit and conductors for restroom, shall be in accordance with Roseville Electric standards.

Measurement and Payment

Water Tee Connection to Water Main shall be measured and paid for as each and shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved in coordinating and making tee connection, including any testing and flushing, as shown on the Plans, as specified by City standards and these Technical Specifications, and as directed by the Engineer and no additional compensation will be allowed.

Water and Irrigation Valves, Meters and Backflow Preventer Assembly shall be measured and paid for as Lump Sum and shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved in coordinating and installing these facilities, including any testing and flushing, as shown on the Plans, as specified by City standards and these Technical Specifications, and as directed by the Engineer and no additional compensation will be allowed.

Sewer Pipe, of the size and type indicated on the plans and in the bid items list, shall be measured and paid for per linear foot shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved in coordinating and installing sewer pipe to serve the restroom, including any testing, as shown on the Plans, as specified by City standards and these Technical Specifications, and as directed by the Engineer and no additional compensation will be allowed.

Water Pipe, of the size and type indicated on the plans and in the bid items list, shall be measured and paid for per linear foot shall include full compensation for furnishing all the labor, materials, tools,

equipment, incidentals and for doing all the work involved in coordinating and installing water pipe to serve the restroom, including any testing, as shown on the Plans, as specified by City standards and these Technical Specifications, and as directed by the Engineer and no additional compensation will be allowed.

Electrical Conduit and Conductors, of the size and type indicated on the plans and in the bid items list, shall be measured and paid for per linear foot shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved in coordinating and installing electrical conduit and conductors to serve the restroom, including any testing, as shown on the Plans, as specified by City standards and these Technical Specifications, and as directed by the Engineer and no additional compensation will be allowed.

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21 EROSION CONTROL

Erosion control, including rolled erosion control product (RECP), hydromulch, hydroseeding and compost shall conform to the requirements in Section 21-2, "Erosion Control Work" of the State Standard Specifications.

Payment shall be per Section 21-2.04, "Payment". However, payment for hydromulch, hydroseed, RECP and compost is for the duration of the contract, irrespective of the number of move in/move outs there are or number of applications needed.

Synthetic erosion control mat, shall be placed at the locations shown on the plans and as directed by the Engineer. Synthetic erosion control mat, includes placement of the mat, backfill and hydroseeding, and shall be installed per the manufacturers recommendations.

Synthetic erosion control mat shall be ARMORMAX 75 EC Type B1 or approved equal.

Full compensation per square foot for Synthetic Erosion Control Mat, shall include full compensation for furnishing all the labor, materials, tools, equipment and incidentals and for doing all the work involved in constructing synthetic erosion control mat, as shown on the Plans, as specified in the State Standard Specifications, these Technical Specifications and as directed by the Engineer, and no additional compensation will be allowed therefor.

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22 FINISHING ROADWAY

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DIVISION IV SUBBASES AND BASES

23 GENERAL

AA

24 STABILIZED SOILS

25 AGGREGATE SUBBASES

26 AGGREGATE BASES

27 CEMENT TREATED BASES

28 CONCRETE BASES

29 TREATED PERMEABLE BASES

30 RECLAIMED PAVEMENT

AA

31-35 RESERVED

AA

DIVISION V SURFACINGS AND PAVEMENTS
36 GENERAL

AA

37 BITUMINOUS SEALS

AA

38 RESERVED

AA

39 ASPHALT CONCRETE

Add to section 39-2.01A with:

Asphalt concrete pavement shall be Hot Mix Asphalt (Type A) and conform to the applicable provisions in Section 71, "Streets" of the City of Roseville's Construction Standards and Section 39 of the State Standard Specifications.

In addition to the requirements specified in this section of the State Standard Specifications, the following shall apply: The cost for grading and compaction of existing aggregate base material, where shown on the plans, profiles, and cross sections, shall be included within the price paid for placement of Hot Mix Asphalt (Type A).

Aggregate gradation for HMA for trail paving shall be 1/2" max.

Replace section 39-2.01C(3)(c) with:

39-2.01C(3)(c) Prime Coat

Apply a slow-setting asphaltic emulsion as a prime coat to AB areas designated by the Engineer and at a spread rate from 0.15 to 0.40 gal/sq yd. Do not apply more prime coat than can be absorbed completely by the AB in 24 hours.

You may modify the prime coat application rates if authorized.

Close areas receiving prime coat to traffic. Do not allow tracking the prime coat onto pavement surfaces beyond the job site.

The grade of asphalt binder for Type A HMA must be PG 64-10.

For Type A HMA using RAP substitution of 15 percent or less of the aggregate blend, the grade of the virgin binder must comply with the PG binder grade specified above.

Full compensation per ton for Hot Mix Asphalt (Type A), shall include full compensation for furnishing all the labor, materials, tools, equipment and incidentals and for doing all the work involved in constructing hot mix asphalt, as shown on the Plans, as specified in the State Standard Specifications, these Technical Specifications and as directed by the Engineer, and no additional compensation will be allowed therefor.

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The minimum concrete compressive strength shall be 4,000 psi at 28-days. The width of the PCC pavement (bike trail) varies at specific locations. The contractor shall submit a control joint plan for approval by the Engineer. It is anticipated that the control joint spacing for a 10 ft trail will not exceed 10 ft.

Full compensation per cubic yard for PCC Pavement (Bike Trail), shall include full compensation for furnishing all the labor, materials, tools, equipment and incidentals and for doing all the work involved in constructing PCC pavement for the bike trail, as shown on the Plans, as specified in the State Standard Specifications, these Technical Specifications and as directed by the Engineer, and no additional compensation will be allowed therefor.

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The alternative earth retaining system must be one of the systems shown in the following table:

Proprietary earth retaining system	Website/e-mail	Address	Telephone no.
<u>Welded Wire Wall</u> (Steel mesh soil reinforcement with welded wire mesh facing.)	http://www.hilfiker.com	<u>HILFIKER RETAINING WALLS</u> <u>1902 HILFIKER LN</u> <u>EUREKA CA 95503-5711</u>	<u>(707) 443-5093</u> <u>(800) 762-8962</u>
Reinforced Earth – 5 ft cruciform (Steel strap soil reinforcement with 5 ft cruciform concrete face panels.)	https://www.reinforcedearth.com	THE REINFORCED EARTH COMPANY 23161 MILL CREEK DR STE 315 LAGUNA HILLS CA 92653-7907	(949) 427-3601
Reinforced Earth – 5 ft square (Steel strap soil reinforcement with 5 ft square concrete face panels.)	https://www.reinforcedearth.com	THE REINFORCED EARTH COMPANY 23161 MILL CREEK DR STE 315 LAGUNA HILLS CA 92653-7907	(949) 427-3601
Retained Earth (Steel mesh soil reinforcement with 5 ft square concrete face panels.)	https://www.reinforcedearth.com	THE REINFORCED EARTH COMPANY 23161 MILL CREEK DR STE 315 LAGUNA HILLS CA 92653-7907	(949) 427-3601
MSE Plus – 5 ft square (Steel mesh soil reinforcement with 5 ft square concrete face panels.)	http://www.mseplus.com	SSL 4740 SCOTTS VALLEY DR STE E SCOTTS VALLEY CA 95066-4240	(831) 430-9300
MSE Plus – 5 by 6 ft (Steel mesh soil reinforcement with 5 ft high by 6 ft wide concrete face panels.)	http://www.mseplus.com	SSL 4740 SCOTTS VALLEY DR STE E SCOTTS VALLEY CA 95066-4240	(831) 430-9300
ARES – 9 by 5 ft (Geogrid soil reinforcement with 9 ft wide by 5 ft high concrete face panels.)	http://www.tensarcorp.com	TENSAR INTERNATIONAL CORPORATION 2500 NORTHWINDS PKWY STE 500 ALPHARETTA GA 30009-2247	(770) 344-2090
<u>Landmark Retaining Wall System</u> (Geogrid soil reinforcement with modular concrete block facing at a 4 degree batter or vertical.)	http://www.anchorwall.com david.harper@oldcastle.com	<u>ANCHOR WALL SYSTEMS INC</u> <u>10714 POPLAR AVE</u> <u>FONTANA CA 92337-7333</u>	<u>(925) 459-4972</u> <u>(844) 495-8210</u>

Add to section 49-1.03:

Expect difficult pile installation due to the conditions shown in the following table:

Pile location		Conditions
Bridge no.	Support location	
<u>All</u>	<u>All</u>	<u>Expect variable drilling conditions in all pile excavations due to the presence of very dense and very hard soils. Variable drilling conditions may include alternating between soft and hard drilling techniques.</u>
<u>Soldier Pile Walls</u>	<u>All</u>	<u>Expect variable drilling conditions in all pile excavations due to the presence of very dense and very hard soils. Variable drilling conditions may include alternating between soft and hard drilling techniques.</u>

Add to section 49-3.02A(1):

Permanent steel casings are not allowed.

Temporary casings shall have a diameter at least 8" greater than the CIDH pile. Temporary casings may not extend below the pile tip elevation.

Add to section 49-3.02B(6)(c):

The synthetic slurry must be one of the materials shown in the following table:

Material	Manufacturer
SlurryPro CDP	KB INTERNATIONAL LLC 735 BOARD ST STE 209 CHATTANOOGA TN 37402 (423) 266-6964
Super Mud	PDS CO INC 105 W SHARP ST EL DORADO AR 71731 (870) 863-5707
Shore Pac GCV	CETCO CONSTRUCTION DRILLING PRODUCTS 2870 FORBS AVE HOFFMAN ESTATES IL 60192 (800) 527-9948
Terragel or Novagel Polymer	GEO-TECH SERVICES LLC 220 N. ZAPATA HWY STE 11A-449A LAREDO TX 78043 (210) 259-6386
BIG FOOT	MATRIX CONSTRUCTION PRODUCTS 50 S MAIN ST STE 200 NAPERVILLE IL 60540 (877) 591-3137
POLY-BORE	BAROID INDUSTRIAL DRILLING PRODUCTS 3000 N SAM HOUSTON PKWY EAST HOUSTON TX 77032 (877) 379-7412

Use synthetic slurries in compliance with the manufacturer's instructions. Synthetic slurries shown in the above table may not be appropriate for a given job site.

Synthetic slurries must comply with the Department's requirements for synthetic slurries to be included in the above table. The requirements are available from:

Offices of Structure Design
P.O. Box 168041
MS# 9-4/11G
Sacramento, CA 95816-8041

SlurryPro CDP synthetic slurry must comply with the requirements shown in the following table:

SlurryPro CDP		
Quality characteristic	Test method	Requirement
Density	Mud weight (density), API RP 13B-1, section 4	
During drilling (pcf)		$\leq 67.0^a$
Before final cleaning and immediately before placing concrete (pcf)		$\leq 64.0^a$
Viscosity	Marsh funnel and cup. API RP 13B-1, section 6.2	
During drilling (sec/qt)		50–120
Before final cleaning and immediately before placing concrete (sec/qt)		≤ 70
pH	Glass electrode pH meter or pH paper	6.0–11.5
Sand content, percent by volume	Sand, API RP 13B-1, section 9	
Before final cleaning and immediately before placing concrete (%)		≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

^aIf authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Super Mud synthetic slurry must comply with the requirements shown in the following table:

Super Mud		
Quality characteristic	Test method	Requirement
Density	Mud weight (density), API RP 13B-1, section 4	
During drilling (pcf)		$\leq 64.0^a$
Before final cleaning and immediately before placing concrete (pcf)		$\leq 64.0^a$
Viscosity	Marsh funnel and cup. API RP 13B-1, section 6.2	
During drilling (sec/qt)		32–60
Before final cleaning and immediately before placing concrete (sec/qt)		≤ 60
pH	Glass electrode pH meter or pH paper	8.0–10.0
Sand content, percent by volume	Sand, API RP 13B-1, section 9	
Before final cleaning and immediately before placing concrete (%)		≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

^aIf authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Shore Pac GCV synthetic slurry must comply with the requirements shown in the following table:

Shore Pac GCV		
Quality characteristic	Test method	Requirement
Density During drilling (pcf)	Mud weight (density), API RP 13B-1, section 4	$\leq 64.0^a$
Before final cleaning and immediately before placing concrete (pcf)		$\leq 64.0^a$
Viscosity During drilling (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	33–74
Before final cleaning and immediately before placing concrete (sec/qt)		≤ 57
pH	Glass electrode pH meter or pH paper	8.0–11.0
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

^aIf authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Terragel or Novagel Polymer synthetic slurry must comply with the requirements shown in the following table:

Terragel or Novagel Polymer		
Quality characteristic	Test method	Requirement
Density During drilling (pcf)	Mud weight (density), API RP 13B-1, section 4	$\leq 67.0^a$
Before final cleaning and immediately before placing concrete (pcf)		$\leq 64.0^a$
Viscosity During drilling (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	45–104
Before final cleaning and immediately before placing concrete (sec/qt)		≤ 104
pH	Glass electrode pH meter or pH paper	6.0–11.5
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

^aIf authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

BIG-FOOT synthetic slurry must comply with the requirements shown in the following table:

BIG-FOOT

Quality characteristic	Test method	Requirement
Density During drilling (pcf)	Mud weight (density), API RP 13B-1, section 4	$\leq 64.0^a$
Before final cleaning and immediately before placing concrete (pcf)		$\leq 64.0^a$
Viscosity During drilling (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	30–125
Before final cleaning and immediately before placing concrete (sec/qt)		55–114
pH	Glass electrode pH meter or pH paper	8.5–10.5
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

^aIf authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

POLY-BORE synthetic slurry must comply with the requirements shown in the following table:

POLY-BORE

Quality characteristic	Test method	Requirement
Density During drilling (pcf)	Mud weight (density), API RP 13B-1, section 4	62.8–65.8 ^a
Before final cleaning and immediately before placing concrete (pcf)		62.8–64.0 ^a
Viscosity During drilling (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	50–80
Before final cleaning and immediately before placing concrete (sec/qt)		50–80
pH	Glass electrode pH meter or pH paper	7.0–10.0
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

^aIf authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

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50 PRESTRESSING CONCRETE

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51 CONCRETE STRUCTURES

Aggregate for all concrete at bridges must be the 1-inch combined aggregate gradation complying with section 90.

Add to the RSS for section 51-1.02D:

RSC used to construct closure pour of Darling Way Bridge must have a minimum specified compressive strength of 4000 psi at the age of break.

Add to section 51-1.02B:

Concrete for concrete bridge deck at the prefabricated truss must contain polymer fibers. Each cubic yard of concrete must contain at least 1 pound of microfibers and at least 3 pounds of macrofibers.

Concrete for concrete bridge deck at the prefabricated trusses must contain a shrinkage reducing chemical admixture. Each cubic yard of concrete must contain at least 3/4 gallon of a shrinkage reducing admixture. If you use the maximum dosage rate shown on the Authorized Material List for the shrinkage reducing admixture, your submitted shrinkage test data does not need to meet the shrinkage limitation specified.

Replace the 2nd paragraph of section 51-1.03H with:

Finish the concrete surface of the prefabricated truss deck under section 73-3.03.

Cure the top surface of the prefabricated truss bridge decks by (1) misting and (2) the water method using a curing medium under section 90-1.03B(2). After strike off, immediately and continuously mist the deck with an atomizing nozzle that forms a mist and not a spray. Continue misting until the curing medium has been placed and the application of water for the water method has started. At the end of the curing period, remove the curing medium and apply curing compound on the top surface of the bridge deck during the same work shift under section 90-1.03B(3). The curing compound must be curing compound no. 1.

Add to section 51-1.03G Concrete Surface Textures:

Architectural treatment/surface texture must be constructed on specific retaining walls and other locations shown on the plans. Layout of design must be reviewed and approved by the Engineer prior to pouring concrete.

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52 REINFORCEMENT

Payment per pound for Bar Reinforcing Steel (Drainage Structures) shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved in placing bar reinforcing steel in drainage structures, as shown on the plans as specified in the State Standard Specifications and these Technical Specifications, and as directed by the Engineer and no additional compensation will be allowed.

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53 SHOTCRETE

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54 WATERPROOFING

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55 STEEL STRUCTURES

Add to section 55:

FURNISH PREFABRICATED MODULAR STEEL TRUSS BRIDGE

A. GENERAL REQUIREMENTS

Design, fabricate, and deliver to the job site, ready for installation, the shop-assembled, modular steel bridge, complete with electrical conduit for lighting, lighting, guardrail and hand rail systems (if applicable), and architectural features. The bridge will be shop primed and painted as shown on the project plans.

Dimensions -

See the project plans for the required bridge dimensions and configuration. Include seat dimensions on the shop drawings. Coordinate the bearing locations and sizes with the constructed abutments and piers. If cross-sectional member dimensions are provided on the plans, consider those to be the maximum sizes allowable.

Provide a Pratt Truss with plumb vertical members. The bridge shall utilize an H-Section configuration where the ends of the floor beams are welded only to the interior face of the verticals. The distance from the top of deck to the bottom of the bottom chord shall be as shown on the bid drawings.

The vertical truss shall use a single-diagonal, Pratt configuration, where all of the diagonals are in tension. The number of bays must be even. "X" crossing diagonals are not allowed.

The maximum distance from the deck profile grade to the bottom chord shall match that shown on the drawings and shall not vary more than 6" across the bridge length.

The number of bays and the dimension of the panel points shall be determined by the Fabricator. However, at no time shall the panel point dimension be a distance which will cause the diagonals to be at an angle shallower than 35 degrees with the bottom chord.

The bridge shall be designed to fit the concrete pier and abutment geometry and profile shown on the drawings. The effects of construction tolerances shall be accounted for in the design of the prefabricated pedestrian bridge. Any abutment or pier redesign required to accommodate the Contractor's selected prefabricated pedestrian bridge shall be at the Contractor's expense. Coordinate the location of anchor bolts with the Fabricator and the Engineer prior to constructing the abutments. Special attention shall be given to the anchor bolt setting so that the fabricated bridge will fit the slotted holes of the bearings.

Camber the bridge so as not to exceed the maximum distance from the profile grade to the bottom chord provided above. The top of the deck shall be at the same elevation at each end of the bridge.

Assembly - Deliver the steel bridge superstructure in one piece where possible. Bolt-together and welded designs may be acceptable.

Handling - Provide each bridge module with a minimum of four or more integral lifting lugs to facilitate safe handling and placement of the bridge module.

Bridge Installation - Provide a comprehensive installation plan that includes manufacturer-recommended handling, placement, fit-up and seating procedures. Coordinate the offloading of the bridge at the construction site, assembly of the modular pieces, and approach work necessary for delivery and installation of the bridge.

B. FABRICATOR REQUIREMENTS

Fabricate the modular bridge in an AISC (American Institute of Steel Construction) shop approved as a Certified Bridge Fabricator - Advanced (Major) also holding a Sophisticated Paint Endorsement.

The Fabricator must have as a direct employee, an engineer who is experienced in bridge design to perform all engineering related tasks and designs (Bridge Fabricator Design Professional). The Bridge Fabricator Design Professional must have a minimum of 10 years experience in bridge design and be a currently licensed civil or structural engineer in the State of California.

C. TECHNICAL SPECIFICATIONS

Other Applicable Reference Codes, Specifications and Standards:

1. AISC, Steel Construction Manual, Latest Edition
2. American Welding Society, Structural Welding Code, D1.1, Latest Edition
3. AASHTO "LRFD Bridge Design Specifications", Latest Edition and the Caltrans Amendments. Caltrans Fracture Critical Requirements are excluded.

Fabrication - Use square structural steel tubing for all members of the vertical trusses (top and bottom chords, verticals, and diagonals).

Structural Steel For Coated Surfaces - Use ASTM A709 Grade 50 or ASTM A500 Grade B or C for all painted structural steel.

Structural Decking - Design and provide a stay-in-place galvanized steel deck form suitable for placing a concrete deck on the assembled bridge. The steel decking shall be galvanized. The deck shall have a positive connection to the modular bridge sections, either through welding or bolting each deck panel to the support beams. Side dams shall be integrally welded to the decking. The side dams should extend at least 3.5 inches above the top of the deck.

System Hardware - Include bearing plates, PTFE surfaces, elastomeric bearing pads, joint seals, anchor bolts, and all assembly bolts.

Certification and Traceability of Materials - Furnish certified mill test results when requested for all materials. Charpy V-notch impact test results for main steel supports must be available for review.

Flooring - Utilize an "H" section configuration for the floor systems wherein the floor beams are placed inside the trusses and attached to the truss verticals.

D. WORKING DRAWINGS & COMPUTATIONS

Design - Design the bridge superstructure in accordance with the latest edition of the AASHTO LRFD Guide Specification for the Design of Pedestrian Bridges, and the AASHTO LRFD Bridge Design Specifications.

Deflection limits due to the occasional vehicular loads need not be considered. The vertical deflection of the bridge due to the unfactored pedestrian live loading shall not exceed 1/400 of the span length. The

horizontal deflection of the bridge under unfactored lateral wind loading shall not exceed 1/360 of the span length.

Vibrations - Vibration of the structure shall not cause discomfort or concern to pedestrians. The fundamental frequency of the bridge in the vertical direction, without live load, shall be greater than 3.0 hertz (Hz). The fundamental frequency of the pedestrian bridge in the lateral direction, shall be greater than 1.3 Hz. If the fundamental frequency cannot satisfy these limitation, the bridge shall be proportioned such that either of the following criteria are satisfied (see Section 6 of the AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges, December 2009):

1. The fundamental frequency is greater than or equal to 2.86 multiplied by the natural log of 180 divided by the weight of the supported structure, including only dead load (measured in kips)

2. The weight of the supported structure, including only dead load (measured in kips) is greater than or equal to the product of 180 and e raised to the negative 0.35 times the fundamental frequency.

Provide engineering drawings in 11x17-inch format. Drawings must be unique drawings, prepared to illustrate the specific bridge being fabricated. All relative design information such as member size, span lengths between bearing points, height of handrails and safety rails, bearing assembly details, anchor bolt locations, concrete deck reinforcement, design data, materials data, dead and live load bearing reactions, ASTM material specifications, and dimensions necessary to fabricate and required welding must be clearly shown on the drawings. Drawings must have cross referenced details and sheet numbers. All drawings must be stamped, signed and dated by the Bridge Fabricator Design Professional. Include Design Notes on the shop plans listing the codes and standards used.

All members of the bridge shall be designated as "Main Members" or "Secondary Members". Show the bridge reactions from all load cases on the drawings.

Structural calculations for the design of the bridge superstructure must be prepared and submitted for review. Calculations must include complete design, analysis and code checks for the controlling member(s), connectivity and support conditions, critical connection failure modes, truss stability checks, deck design, deflection checks, bearings and all splices/connections. The calculations must be neat, page numbered and indexed.

Verify that the diameter and grade of anchor rods shown on the contract plans is adequate. All anchor rods shall be stainless steel and cast-in-place.

The Contractor must allow in the schedule 15 working days for the Engineer's initial review of each Submittal and 5 working days for each review of necessary corrections or revisions. The Fabricator must not begin fabrication of the bridge until the drawings and calculations are approved.

Installation drawings and instructions shall be provided with each bridge to provide aid and guidance in the handling, fit-up, and bolting together of the bridge system according to the manufacturers recommendations.

E. MATERIALS AND WORKMANSHIP

Provide welder qualifications.

All materials used in the fabrication of the superstructure, frame, deck, handrails, and guardrails shall be new and conform to the standards and quality for this type of fabrication and best engineering practices.

Material Certifications shall be available for review for all materials within the bridge. Traceability of heat numbers is required for all steel. Specific mill test reports and individual welder certificates shall be tracked and kept on file to be provided at the request of the Engineer.

Documentation showing the performance of all critical quality checks shall be made available for review by the Engineer.

F. ACCEPTANCE OF BRIDGE

Acceptance of the structure will occur after it has been fabricated, delivered, and erected in place in accordance with the specifications contained herein, and after all required certifications have been furnished.

G. DELIVERY

The bridge supplier shall fabricate and deliver the bridge, complete with all elements described in this section, to the bridge installation site after coordination with the bridge installer.

Provide notice of delivery 30 days prior to the anticipated delivery date. The bridge should not be delivered on a Friday, a weekend, or a holiday.

H. STEEL CONNECTIONS

Field welding is not allowed for structural connections.

Bolting - Per the Standard Specifications.

Design slip-critical bolted connections for a Class A surface condition. Bearing type connections are permitted only for joints subjected to axial compression or on bracing members.

Tubular Steel Connections - Open-ended tubing is not acceptable. Cap and fully seal tubular members before field sections are bolted together. Shop fit all field splices. Fully seal all tubes at time of fabrication. Bolt field sections together using splice plates. Avoid through-bolted field sections where possible. When through bolting is necessary, stiffen the tubular section to ensure the shape of the tubular section is retained after final bolting.

I. WELDING

All welding shall be completed to D1.1 specifications by certified welders meeting requirements and qualifications tests of the American Welding Society. All welds shall conform to specifications of the American Welding Society.

Filler metal shall be in accordance with the applicable AWS Filler Metal Specification, and shall match the corrosion properties of the base metal. In addition, the following minimum nondestructive weld testing shall be performed by an independent agency paid for by the Fabricator:

1. All welds are to be visually inspected.
2. Ten percent of all fillet welds shall be magnetic particle tested.
3. All full penetration welds of chords shall be ultrasonically or radiographically tested.
4. Bottom chord welded tube splices for tube thicknesses less than 3/8-inches thick shall be radiographically tested or covered with fillet welded splice plates with non-intersecting welds which develop 75% of the spliced member strength.
5. Submit a written testing report upon completion of bridge fabrication.

Certified Weld Inspector:

The Fabricator shall employ a Certified Weld Inspector (CWI) that is qualified under the AWS QC1 program to inspect the bridge. This inspection shall include as a minimum requirement the following: review of shop drawings, weld procedures, welder qualifications and weld testing reports, visual inspection of welds and verification of overall dimensions and geometry of the bridge. The CWI shall be present during the complete fabrication of the bridge. A report shall be produced indicating the above items were reviewed and that the bridge was fabricated in accordance with these specifications and the approved design drawings. The report shall be signed by the CWI, signifying compliance with AWS D1.1 codes.

Non-Destructive Testing:

All welds within the structure, shall be visually inspected for conformance to size, under cut, profile and finish.

All shop splices of main truss members shall be magnetic particle tested.

Welders:

1. Special attention shall be given to developing sufficient weld throats on tubular members. Fillet weld details shall be in accordance with AWS D1.1, Section 3.9 (See AWS Figure 3.2). Unless determined otherwise by testing, the loss factor "Z" for heel welds shall be in accordance with AWS Table 2.8. Fillet welds which run onto the radius of a tube shall be built up to obtain the full throat thickness. The maximum root openings of fillet welds shall not exceed 3/16" in conformance with AWS D1.1, Section 5.22. Weld size or effective throat dimensions shall be increased in accordance with this same section when applicable (i.e. fit-up gaps > 1/16").

2. The Fabricator shall have verified that the throat thickness of partial joint penetration groove welds (primarily matched edge welds or the flare-bevel-groove welds on underhung floor beams) shall be obtainable with their fit-up and weld procedures. Matched edge welds shall be "flushed" out when required to obtain the full throat or branch member wall thickness

3. For full penetration butt welds of tubular members, the backing material shall be fabricated prior to installation in the tube so as to be continuous around the full tube perimeter, including corners. Backing may be of four types:

- a. A "box" welded up from four (4) plates.
- b. Two "channel" sections, bent to fit the inside radius of the tube, welded together with full penetration welds.
- c. A smaller tube section which slides inside the spliced tube.
- d. A solid plate cut to fit the inside radius of the tube.

4. Corners of the "box" backing, made from four plates, shall be welded and ground to match the inside corner radii of the chords. The solid plate option shall require a weep hole either in the chord wall above the "high side" of the plate or in the plate itself. In all types of backing, the minimum fit-up tolerances for backing must be maintained at the corners of the tubes as well as across the "flats".

Shop Splices:

1. Shop splices for main truss members shall be full penetration welds all around the perimeter of the member. These shop splices shall be performed using a full perimeter backing plate. After welding of the shop splices, the weld shall be ground smooth to match the perimeter of the member. Not grinding of this weld shall not be permitted, and will be grounds for rejection of the bridge upon delivery.

J. BOLTED SPLICES

For shipping purposes, each truss may be fabricated in up to three sections lengthwise. Sections shall be field assembled using bolted connections. No field welding of members shall be allowed.

The chord members of the bridge shall be bolted such that all faces of the member are bolted. This is to provide equal force distribution around the perimeter of the member. Bolting in only two faces of an HSS is not allowed. Bolted splices on chords shall be designed and fabricated such that the head of the bolt is the only item exposed. No through bolting of chords is allowed.

The diagonals and brace diagonals shall be bolted utilizing a through-bolt system with plates on the exterior faces of the members. An internal stiffening plate is required to keep the member from crushing during the bolt tightening process.

Field splices shall be fully bolted slip critical connections, utilizing direct tension indicators.

K. RAILINGS

All railings shall have a smooth inside surface with no protrusions or depressions. All ends of angles, bars and tubes shall be closed and ground smooth.

L. ATTACHMENTS

Safety Mesh - mesh shall be placed on the inside of the structure, spaced so as to prevent a 4" sphere from passing through. The mesh shall be attached to frames which are in turn attached to the truss.

Kick plate - provide a 4" high kick plate attached to the deck.

Expansion Joint Support - The Bridge Fabricator shall provide a welded bar support for the expansion joint. The Bridge Fabricator shall coordinate the final bridge length with the prime contractor so that the abutment backwalls are cast in the proper position to achieve the gaps shown on the bid drawings.

M. BRIDGE BEARINGS

The Fixed Bearings shall be a steel plate placed on a 1/4" thick neoprene pad with a durometer of 60. The Expansion Bearings shall have an upper stainless steel slide plate and a lower Teflon plate.

Expansion Bearings shall be placed on a 1/4" thick neoprene pad with a durometer of 60. The Teflon shall be virgin PTFE resin tested per ASTM D4894 or D4895 and reinforcing agents including milled glass fibers. The stainless steel shall be no less than 20-gage A240 Type 304 having a surface finish of less than 20 microinches RMS. Size shall be per loads and anticipated movements determined by the bridge manufacturer.

Both expansion and fixed bearings shall have slotted holes that accommodate the expected thermal movements shown on the bid drawings. Fixed bearings shall have the nuts of the anchor rods tight, whereas the Expansion bearings shall have the nuts of the anchor rods finger tight to allow for movement under thermal expansion and contraction. The free ends nuts shall be secured with a lock nut tightened against the lower nut. At the Bridge Fabricator's discretion, a preformed fabric reinforced elastomeric pad made be used in lieu of the neoprene pad.

O. WARRANTY

The bridge manufacturer shall warrant the bridge to be free of design, material, and workmanship defects for 10 years after the delivery date. Written warranty shall be delivered to the Engineer prior to final acceptance of the bridge.

P. PAYMENT

The lump sum contract price paid for furnish steel truss shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing, fabricating and delivering steel truss to the job site, ready for erection, including furnishing all bolts, nuts and washers, stud connectors, welding materials, asbestos sheet packing, preformed fabric pads and elastomeric bearing pads, PTFE bearings, or other materials required for the erection and connection or splicing of the structural steel; galvanizing the structural steel when galvanizing is required by the specifications or plans; and conforming to the qualification and testing requirements associated with member fabrication; as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

The furnishing of all steel trusses involved in bridge work will be paid for at the contract lump sum price for furnish steel truss.

ERECT PREFABRICATED MODULAR STEEL TRUSS BRIDGE

Create erection plan, coordinate timing, dimensions, and weights with bridge fabricator, complete any additional assembly, and erect bridge into required temporary and final position.

Delivery shall be made via truck to the site. Determining the length of bridge section which can be delivered is the responsibility of the Contractor, and shall be communicated to the Bridge Fabricator prior to the bid date.

Submit the erection plan showing:

1. Proposed erection sequence for the bridge including all proposed crane setups, locations, boom angles, swing radii and actual lift weights.

3. Provide NHLA qualified lumber grader at the site to stamp members that are not mill stamped.

1. Deliver materials to the site in an undamaged condition.

3. Lumber will be allowed to acclimate to the site for a minimum of one week before it is rigidly attached.

1. Sizes indicated are nominal; provide actual sizes in accordance with PS 20-94. Provide dressed lumber, S4S.

3. Air dried or kiln dried schedule T5-A3 to a moisture content of 12%.

1. Use only Stainless Steel hardware.

Full compensation for preparing work plan, removing existing decking, complying with all permitting requirements and placing new decking timbers for Tina Way Bridge is included in the lump sum contract price paid for Tina Way Bridge Deck Replacement and no additional compensation will be allowed therefor.

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Add to section 59-2.01A(1):

Clean and paint the new prefabricated truss steel bridge with an epoxy coating system.

59-1.01B(2) Definitions

DFT: Dry film thickness.

Conform to PDCA Glossary for interpretation of terms used in this Section except as modified below.

Exposed Surfaces: Surfaces of products, assemblies, and components visible after final installation. Includes internal surfaces visible when operable doors, panels or drawers are open, and surfaces visible behind registers, grilles, or louvers.

Concealed Surfaces: Surfaces permanently hidden from view in finished construction and which are only visible after removal or disassembly of part or entire product or assembly.

Inaccessible Spaces: Spaces not intended for human use.

Sheen: Degree of luster as measured with specular gloss meter in accordance with ASTM D523:

Flat:	85 degree meter	Below 15
Eggshell:	60 degree meter	5 to 20
Satin:	60 degree meter	15 to 35
Semi-gloss:	60 degree meter	30 to 65
Gloss:	60 degree meter	65 to 80
High Gloss:	60 degree meter	Over 80

59-1.01B(3) System Requirements

Testing Requirements: Test according to following methods.

Abrasion: ASTM D4060.

Adhesion: ASTM D3359, D4541.

Humidity: ASTM D4585.

Salt Spray (Fog): ASTM B117.

Solids Content by Volume: ASTM D2832.

Surface Burning Characteristics: ASTM E84.

Application Requirements: Apply scheduled coatings to exposed surfaces of items scheduled and otherwise indicated unless specifically noted otherwise.

Interface with Adjacent Systems:

1. Test compatibility of existing coatings, including shop applied primers and previously applied coatings, by applying specified coating to small, inconspicuous area.
2. If coating lifts or blisters existing coating, apply barrier or tie coat as instructed by coating manufacturer.
3. If no compatible barrier or tie coat exists, remove existing coating completely and apply coating system as specified for new work.

Replace section 59-1.01C with:

59-1.01C Submittals

Product Data:

1. Submit product data including label analysis for each product proposed for use.
2. Specifically include percent solids-by-volume, volatile organic compound (VOC) content g/L, and lead content (percent of weight of dried film).
3. Schedule:
 - a. List each material proposed for use. Cross-reference to specific coating system and substrate application.
 - b. Identify each material by manufacturer's catalog number, product name, and generic classification.

Coating System Samples:

1. Prepare samples of each coating system scheduled on actual substrate materials proposed for use.

2. Provide sample for each top coat color selected.
3. Step back each coat at least one inch to show bare substrate and each coat in system build-up.
4. Minimum sample size of 4 by 8 inches.
5. Label each sample to indicate materials, color, sheen, DFT of each coat applied, and total system DFT.

Submit following Informational Submittals:

1. Test Reports: Indicate compliance with specified performance requirements.
2. Certifications specified in Quality Assurance article.
3. Qualification Data: Manufacturer's and applicator's qualification data.
4. Manufacturer's Instructions: Include mixing, thinning, and curing requirements; application temperature ranges; and required surface preparation.

Closeout Submittals:

1. Warranty: Submit specified warranty.

Add to section 59-1.01D:

59-1.01D(2) Additional Quality Assurance

Single Source Responsibility: Provide products of single manufacturer for use in each coating system. Do not mix products of different manufacturers without approval of City Engineer and manufacturers involved.

Manufacturer Qualifications: Company specializing in manufacturing products specified in this Section with minimum 5 years documented experience.

Applicator Qualifications: Company specializing in application of coatings scheduled with 3 years documented experience; licensed or approved by coating manufacturer.

Regulatory Requirements:

1. Comply with CPSC 16 CFR 1303 and other applicable federal, state, and local regulations limiting lead content of coatings to be applied.

Certifications:

1. Submit certification from manufacturer that materials furnished for use on this Project meet or exceed specified requirements and comply with applicable federal, state, and local requirements regarding lead and VOC content.

Add section 59-1.01E:

59-1.01E Field Samples

Sample Installation: Duplicate finishes of approved coating system samples on surfaces selected by City Engineer.

Provide full-coat finish on at least 100 square feet of surface until required color, sheen, and texture are obtained. Simulate finished lighting conditions for review of in-place work.

Request review by City Engineer of first finished room, space, or item for each coating system for color, texture, quality, and workmanship.

Add section 59-1.01F:

59-1.01F Pre-Installation Conference

Schedule meeting prior to purchasing materials for field samples.

Agenda: Include items to be coated, preparation procedures, and methods of application.

Add section 59-1.01G:

59-1.01G Delivery, Storage, and Handling

Deliver products to site in manufacturer's sealed and labeled containers; inspect to verify compliance with specified requirements.

Label containers to indicate manufacturer's name, product name and type of coating, brand code or stock number, date of manufacture, coverage, surface preparation, drying time, cleanup, color designation, and instructions for mixing and reducing.

Store coating materials in tightly covered containers in well ventilated area at ambient temperatures of 45 degrees F minimum and 90 degrees F maximum, unless required otherwise by manufacturer. Maintain containers in clean condition, free of harmful materials and residue with labels in legible condition.

Take precautionary measures to prevent fire hazards and spontaneous combustion.

Add section 59-1.01H:

59-1.01H Warranty

Warrant against defects in material and workmanship for 5 years.

Repair or replace defects occurring during warranty period.

Defects include but are not limited to holidays, wrinkling, pinholes, crazing and cracking, loss of adhesion to substrate, deficient thickness, improper materials and workmanship.

Replace section 59-1.02C with:

59-1.02C Coatings

Coatings:

1. Furnish coatings with uniform, homogeneous mixture.
2. Provide cured coating free of streaks and sags, and yielding specified finish.

a. Aromatic Compounds: Paints and coatings shall not contain more than 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing 1 or more benzene rings).

Coating and Primer Maximum Product Emissions Limits: Top coat and primer interior paints must meet or not exceed the VOC (Volatile Organic Compounds) limits of the current requirements of Green Seal Standards GS-11 - Paints in the building. GS-11 VOC limits for interior paints are as follows. Interior refers to all building construction that is inside of the exterior weatherproofing material:

1. Interior, Non-flats: 150 grams per liter of product minus water
2. Interior, Flats: 50 grams per liter of product minus water

Paint Maximum Product Emissions Limits: Top coat and primer interior paints must meet or not exceed the VOC (Volatile Organic Compounds) limits of the current requirements of Green Seal Standards GS-11 - Paints in the building, and Cal-GREEN Table 5.504.4.3 for VOC Content Limits for Architectural Coatings.

Cal-GREEN Requirements for typical high-performance coatings:

1. Primers, Sealers, and Undercoaters: 100 grams per liter of product minus water
2. Industrial Maintenance Coatings: 250 grams per liter of product minus water
3. Non-flats: 100 grams per liter of product minus water
4. Non-flat High Gloss: 150 grams per liter of product minus water.

Replace section 59-1.03B with:

59-1.03B Project Conditions

Coating may not be applied at the project site. The bridge fabricator will shop coat the steel trusses, floor beams, bearings, architectural steel, and all other elements before delivery to the site.

Environmental Conditions: Comply with more restrictive conditions under which coatings may be applied; following requirements or manufacturer's requirements.

1. Provide continuous ventilation during application of coatings to exhaust hazardous fumes.
2. Provide heating necessary to maintain surface and ambient temperatures within specified limits.
3. Maintain temperature and humidity conditions for minimum 24 hours before, during, and 48 hours after application of finishes.
4. Do not permit wide variations in ambient temperatures which might result in condensation on freshly coated surfaces.
5. Provide illumination of not less than 80 foot-candles measured mid height at substrate surface during application of coatings.
6. Apply coatings only when ambient and surface temperatures are between 55 degrees F and 90 degrees F.
7. Do not apply coatings under following conditions:
 - a. When surfaces are damp and wet.
 - b. During snow, rain, fog, and mist.
 - c. When relative humidity is less than 20 percent or exceeds 85 percent.
 - d. When temperature is less than 5 degrees F above dew point.
 - e. When dust may be generated before coatings have dried.
 - f. In direct sunlight.
 - g. When wind velocity is above 20 mph.
8. Application of coatings may continue during inclement weather provided work areas and surfaces to be coated are enclosed and specified environmental conditions are maintained.

Delete section 59-2.01A(4)(d)(ii)

Replace section 59-2.01B with:

59-2.01B(1) Materials

PRIMERS AND STEEL TOP COATS

- A. Type P1 - Organic Zinc-Rich Primers
 1. Acceptable Manufacturers and Products:
 - a. Tnemec Company, Inc.: 94H2O Hydro-Zinc.
 - b. Carboline Company, Carbozinc 859 VOC,
 - c. ZRC Products Company, Quincy, MA., ZRC Zero-VOC Galvanizing Compound.
 2. Physical Requirements:
 - a. Solids content by volume: 63 percent minimum.
 - b. Metallic zinc content: 83 percent minimum.
 - c. VOC Content (Unthinned): Less than 100 g/L
- B. Catalyzed Epoxy

1. Description: Shop epoxy primer for metal
2. Acceptable Manufacturers and Products:
 - a. Themec Company, Inc.: Series L69 Epoxoline II.
 - b. Carboline Company: Carboguard 890 VOC.
3. Physical requirements:
 - a. Solids Content by Volume: 90 percent minimum.
 - b. Sheen: Flat.
 - c. VOC Content (Unthinned): Less than 100 g/L

POLYURETHANE COATINGS

- A. Type U1 - High Build Polyurethane Coatings:
 1. Acceptable Manufacturers and Products:
 - a. Themec Company, Inc.: Series 750 UVX
 - b. Carboline Company: Carbothane 133 MC,
 2. Properties:
 - a. Sheen: Semi-Gloss
 - b. Solids by Volume: 72 +/- 2 percent.
 - c. VOC: 99 grams/litre
 3. Performance Criteria:
 - a. Abrasion: ASTM D4060, (CS-17 Wheel, 1,000 grams load. No less than 129 mg loss after 1,000 cycles.
 - b. Adhesion: ASTM D4541 (Type II). No less than 1,633 psi (11.25 MPa) pull.
 - c. Cleanability: MIL-PRF-85285C Section 4.6.13. No less than 84% cleaning efficiency.
 - d. Hardness: ASTM D 3363. No gouging or scratching with a HB or less pencil.
 - e. Humidity: ASTM D4585. No blistering, cracking, rusting or delamination of film after 2,000 hours exposure.
 - f. Salt Spray (Fog): ASTM B117. No blistering, cracking, rusting or delamination of film. No more than 3/16 inch rust creepage at scribe after 2,500 hours exposure.

ACCESSORY MATERIALS

- A. Cleaners:
 1. General: Mildewcide, TSP (tri-sodium phosphate), acidic-detergent, zinc sulfate, sodium metasilicate, and solvents:
 2. Commercially available.
 3. Non-damaging to surface being cleaned
 4. Complying with PDCA Specification Manual.
 5. Acceptable to coating manufacturer.

B. Metal Conditioner: Proprietary phosphoric acid based, etching type solution; acceptable to coating manufacturer.

C. Rust Inhibitor:

1. Water containing 0.32 percent by weight of sodium nitrite and 1.28 percent by weight of secondary ammonium phosphate (dibasic).

2. Water containing 0.2 percent by weight of chromic acid, sodium chromate, sodium dichromate, or potassium dichromate.

D. Spackling compound, putty, fillers, liquid de-glosser, patching plaster, thinners, and materials not indicated but required to achieve finishes. Compatible with coating system and acceptable to coating manufacturer.

E. Do not use products of different manufacturers in combination, unless approved by each manufacturer of products involved.

Delete section 59-2.01C(2)

Replace section 59-2.01C(4) with:

59-2.01C(4) Painting

COATINGS SCHEDULE

Color and Sheen: Refer to color schedule.

Prime Coat: P1 Zinc Rich Primer, DFT 3 mil.

Intermediate Coat: P2 Epoxy, DFT 4 mil.

Top Coat: U1 Polyurethane, DFT 5 mil.

Total DFT: 12 mil.

COLOR SCHEDULE

A. Refer to color schedule on Drawings.

MIXING

A. Use factory prepared colors matching approved samples. Site tinting will not be permitted.

B. Thoroughly mix and stir coating components before use to ensure homogeneous dispersion of ingredients. Prior to application, blend multiple containers of same material and color by pouring from one container to another several times to ensure uniform consistency, color, and smoothness.

C. Mix in clean pails of material recommended by manufacturer to avoid contamination.

D. Mix only enough of multi-part coatings to allow application within pot life of mixture.

E. Remove film which may form on surface of material in containers and strain material before using. Stir frequently during use to maintain pigments in suspension. Do not stir film into material.

F. Apply coatings of consistency instructed by manufacturer.

G. Thinning:

1. Provide thinners approved by coating manufacturer.

2. Add thinners within manufacturer recommended limits.

EXAMINATION

A. Examine conditions and proceed with work when substrates are ready.

B. Measure moisture content of surfaces using recently calibrated electronic moisture meter. Do not apply coatings if moisture content of surfaces exceeds lesser of percentages listed below or those required by coating manufacturer. If excess moisture content exists and cannot be reduced, obtain written approval of coating manufacturer before application of coatings.

PREPARATION

A. Protect completed construction from damage. Furnish drop cloths, shields, and protective methods to prevent spray, splatter or droppings from disfiguring other surfaces.

B. Remove surface hardware, mechanical diffusers, escutcheons, registers, electrical plates, light fixture trim, fittings, fastenings and similar items prior to preparing surfaces for finishing. Provide surface-applied protective masking for non-removable items. Carefully store removed items for reinstallation.

C. Remove mildew by scrubbing with mildewcide. Rinse thoroughly with clean water.

D. Before beginning application of coatings, ensure surfaces are clean, dry, and free of dirt, dust, rust, and rust scale, oil, grease, mold, mildew, algae, efflorescence, release agents and other harmful materials which could adversely affect coating adhesion and finished appearance.

APPLICATION

A. General:

1. Coat surfaces specified, scheduled, illustrated, and otherwise identified unless specifically noted otherwise.

2. Apply coatings of type, color, and sheen as scheduled.

3. Apply products in accordance with manufacturer's instructions. Use application materials, equipment, and techniques as instructed by coating manufacturer and best suited for substrate and type of material being applied.

4. Do not apply finishes to surfaces that are improperly prepared.

5. Quantify of coats specified are minimum quantify acceptable.

6. Apply coating systems to achieve scheduled total dry film thickness.

7. Apply material at not less than manufacturer's instructed spreading rate.

8. Do not exceed maximum single coat thickness instructed by coating manufacturer.

9. Do not double-back with spray equipment building up film thickness of two coats in one pass.

10. Ensure that edges, corners, crevices, welds, and exposed fasteners, receive dry film thickness equivalent of flat surfaces.

11. Finish edges of coatings adjoining other materials and colors sharp and clean manner, without overlapping.

B. Prime Coats:

1. Apply initial coat to surfaces as soon as practical after preparation and before subsequent surface deterioration.

2. Apply primer to sash before glazing.

C. Intermediate and Top Coats:

1. Allow previously applied coat to dry before next coat is applied.

2. Sand and dust lightly between coats as recommended by coating manufacturer.

3. Apply each coat to achieve uniform finish, color, appearance, and coverage free of brush and roller marks, runs, misses, visible laps and shadows, hazing, bubbles, pin holes, and other defects.

4. If stains, undercoats, and other conditions show through final topcoat, correct defects and apply additional topcoats until coating film is of uniform finish, color, and appearance.

D. Replace trim, fittings, and other items removed for finishing.

FIELD QUALITY CONTROL

A. Periodically test film thickness of each coat with wet film gage to ensure coatings are being applied to proper thickness.

B. Request review of each applied coat by City Engineer before application of successive coats. Only reviewed coats will be considered in determining number of coats applied.

C. Immediately prior to Substantial Completion, perform detailed inspection of coated surfaces and repair or refinish abraded, stained, and otherwise disfigured surfaces.

D. Testing: City reserves right to employ independent testing agency to verify acceptability of substrates and conformance of coating materials to specified requirements; and to test coating quality and dry mil thickness.]

E. If test results show that material does not comply with specified requirements, remove noncomplying coatings, recoat with complying material, and pay costs of additional testing to ensure compliance.

CLEANING

A. Promptly remove spilled, splashed, and spattered coatings. Clean spots, oil, and other soiling from finished surfaces using cleaning agents and methods which will not damage materials.

B. If completed construction is damaged beyond normal cleaning and repair by coating operations, replace damaged items at no additional cost to Owner.

C. Maintain premises and storage areas free of unnecessary accumulation of tools, equipment, surplus materials, and debris.

D. Collect waste, cloths, and material which may constitute fire hazards and place in closed metal containers; remove from site daily along with empty containers.

PROTECTION

A. Protect work of other trades against damage from coating activities. Correct damage by cleaning, repairing, replacing, and recoating as acceptable to City Engineer.

B. Provide "Wet Paint" signs and other methods to protect newly coated surfaces. Remove when directed or when no longer needed.

Delete section 59-2.01C(4)b

Delete section 59-2.01C(4)c

Delete section 59-2.01C(4)d

Replace *Reserved* in section 59-2.01A(3)(b) with:

Submit proof of each required SSPC-QP certification as specified in section 8-1.04C. Required certifications are:

1. AISC-420-10/SSPC-QP 3, enclosed shop
2. AISC Sophisticated Paint Endorsement

Replace section 59-2.01D with:

Full compensation for cleaning and painting steel truss will be considered as included in the lump sum contract price paid for furnish steel truss and no additional compensation will be allowed therefor.

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60 EXISTING STRUCTURES

Add to section 60-2.01A:

Remove the following structures or portions of structures:

Bridge no./Structure name	Description of work

Replace item 4 in the list in the 1st paragraph of section 60-2.02C(2) with:

4. Provide the openings specified in section 12-4. If no openings are specified for removal work, provide a vertical opening of ____ feet and a horizontal opening of ____ feet for traffic.

Add to the list in the 1st paragraph of section 60-2.02C(2):

6. Falsework or supports for protective covers must not extend below the vertical clearance level or to the ground line at any location within the roadbed.

Delete the 2nd paragraph of section 60-4.02D.

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DIVISION VII DRAINAGE FACILITIES

61 GENERAL

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Payment per linear foot for Reinforced Concrete Pipe, of the size indicated on the plans or in the bid item list, shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved in constructing reinforced concrete pipe including excavation, bedding, backfill, as shown on the plans as specified in the State Standard Specifications and these Technical Specifications, and as directed by the Engineer and no additional compensation will be allowed.

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Payment per each for Flared End Section, of the size indicated on the plans or in the bid item list, shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved in constructing flared end section, as shown on the plans as specified in the State

Add to section 73-1.02A:

Concrete must be minor concrete complying with section 90-2 and may contain returned plastic concrete complying with section 90-9.

Minor Concrete (Sidewalk), Minor Concrete (Curb and Gutter Type 2), Minor Concrete (Barrier Curb), Minor Concrete (Headwall), Minor Concrete (Pipe Inlet) shall be measured and paid for per cubic yard.

Payment per cubic yard for Minor Concrete (Sidewalk), Minor Concrete (Curb and Gutter Type 2), Minor Concrete (Barrier Curb), Minor Concrete (Headwall), Minor Concrete (Pipe Inlet) shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved in constructing sidewalk, curb and gutter Type 2, barrier curb, headwall, and pipe inlet, as shown on the plans as specified in the State Standard Specifications and these Technical Specifications, and as directed by the Engineer and no additional compensation will be allowed.

Minor Concrete (Retaining Curb) shall be measured and paid for per linear foot measured along the face of the curb.

Payment per cubic yard for Minor Concrete (Sidewalk), Minor Concrete (Curb and Gutter Type 2), Minor Concrete (Barrier Curb), Minor Concrete (Headwall), Minor Concrete (Pipe Inlet) shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved in constructing sidewalk, curb and gutter Type 2, barrier curb, headwall, and pipe inlet, as shown on the plans as specified in the State Standard Specifications and these Technical Specifications, and as directed by the Engineer and no additional compensation will be allowed.

Detectable Warning Surface shall be measured and paid for per square foot.

Payment per square foot for Detectable Warning Surface shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved in placing detectable warning surface, as shown on the plans as specified in the State Standard Specifications and these Technical Specifications, and as directed by the Engineer and no additional compensation will be allowed.

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74 PUMPING EQUIPMENT AND CONTROLS

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75 MISCELLANEOUS METAL

Payment per each for Trash Rack, of the size specified on the plans or in the bid items list, shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved in constructing trash rack, as shown on the plans and City's Standard Details, as specified in the State Standard Specifications and these Technical Specifications, and as directed by the Engineer and no additional compensation will be allowed.

Flexible bollards shall conform to the latest City of Roseville Design & Construction Standards, Section 13-4.E.3.

Fixed bollards shall conform to the latest City of Roseville Design & Construction Standards, Standard Detail ST-38A.

The contract unit price paid for Flexible Bollards and Fixed Bollards shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing collapsible bollards and fixed bollards complete in place, including concrete footing, painting,

as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer and no additional compensation will be allowed.

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76 WELLS

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77 LOCAL INFRASTRUCTURE

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78 INCIDENTAL CONSTRUCTION

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79 RESERVED

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80 FENCES

Specific properties adjacent to the construction have been identified to have their fences relocated or reconstructed.

Fences of the type shown on the plans or indicated in the bid items list shall be measured and paid for per linear foot and include property fences, post and cable fences, decorative steel fence and chain link fence.

Payment per liner foot for Property Fence, Post and Cable Fence, Decorative Steel Fence, and Chain Link Fence, shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved in constructing fence, as shown on the plans as specified in the State Standard Specifications and these Technical Specifications, and as directed by the Engineer and no additional compensation will be allowed.

Payment per liner foot for Relocate Fence, of the type shown on the plans or in the bid item list, shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved in removing existing storing and placing fence in new location, as shown on the plans as specified in the State Standard Specifications and these Technical Specifications, and as directed by the Engineer and no additional compensation will be allowed.

New steel bar trail swing gate must include locking device.

Payment per each for Steel Bar Trail Swing Gate, shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved in constructing steel bar trail swing gate, including footings, as shown on the plans as specified in the State Standard Specifications and these Technical Specifications, and as directed by the Engineer and no additional compensation will be allowed.

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DIVISION IX TRAFFIC CONTROL DEVICES

81 MISCELLANEOUS TRAFFIC CONTROL DEVICES

Wheel stops shall be placed at locations shown on the plans.

Wheel Stops shall be measured and paid for on a per unit (EA) basis and shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved installing wheel stops complete in place, as shown on the Plans and these Technical Specifications and as directed by the Engineer and no additional compensation will be allowed.

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82 SIGNS AND MARKERS

Add to the end of section 82-3.04 Payment

Roadside signs shall be measured and paid for per each.

Payment per each for Roadside Sign shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved in placing roadside sign, including footings, as shown on the plans as specified in the State Standard Specifications and these Technical Specifications, and as directed by the Engineer and no additional compensation will be allowed.

Install Roadside Sign Panel shall be measured and paid for per each.

Payment per each for Install Roadside Sign Panel shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved in installing roadside sign panel, including all appurtenances, as shown on the plans as specified in the State Standard Specifications and these Technical Specifications, and as directed by the Engineer and no additional compensation will be allowed.

Add to the end of section 82-5.04 Payment

Pavement markers shall be installed in accordance with Section 85, "Pavement Markers," of the City of Roseville's Construction Standards.

Pavement Markers shall be measured and paid for per each.

Payment per each for Pavement Marker, of the type and style listed on the plans or in the bid items list, shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved in installing pavement markers, as shown on the plans as specified in the City's Construction Specifications and these Technical Specifications, and as directed by the Engineer and no additional compensation will be allowed.

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83 RAILINGS AND BARRIERS

green markings.

Material Properties:

The green colored bike lane and white colored markings material shall be a methyl methacrylate (MMA) acrylic based resin system used for color pavement marking and anti-skid surfacing. The resin, catalyst, and aggregate compounds shall be capable of full cure in a wide range of temperatures without requiring external heat sources.

PROPERTIES	UNIT OF MEASURE	TEST
Neat Resin:		
Tensile Strength	2000 psi (14MPa) min	ASTM D638
Elongation	70% min	ASTM D638
Tensile Modulus of Elasticity	1370 psi (9.5 MPa) min	ASTM D638
Hardness	15 – 20 Shore D	ASTM D2240
Water Absorption	0.25% max	ASTM D570
Density	13.42 lb/gal (1.6 gm/ml)	ASTM D2849
Pot Life	15 minutes @ 72°F (22°C)	AASHTO T237
Flash Point	50°F (10°C)	ASTM D1310
Solids Content	99%	ASTM D1644
Skid Resistant	45 minimum	ASTM E274
Aggregate:		
Specific Gravity	2.65	ASTM C128
Hardness	7.0	Mohs Scale

Material Color:

The daytime chromaticity coordinates for the color used for green colored bike lanes shall be as follows:

1		2		3		4	
x	y	x	y	x	y	x	y
0.230	0.754	0.266	0.500	0.367	0.500	0.444	0.555

The daytime luminance factor (Y) shall be at least 7, but no more than 35.

The nighttime chromaticity coordinates for the color used for green colored bike lanes shall be as follows:

1		2		3		4	
x	y	x	y	x	y	x	y
0.230	0.754	0.336	0.540	0.450	0.500	0.479	0.520

Surface Preparation:

Before applying colored pavement material, cover manholes, valve and monument covers, grates, or other exposed facilities located within the area of application, using a plastic or oil resistant construction paper secured by tape or adhesive to the facility being covered.

All surfaces that are to receive colored pavement material shall be thoroughly clean, dry, and free of all dirt, grease, and other contaminants that might interfere with proper adhesion.

Clean the pavement surface using high pressure water, compressed air, sandblasting, shotblasting, or mechanical abrasion. The surface should be visibly dry and the moisture content should be tested according to ASTM D4263 (modified to 2 hours). New asphalt shall have been placed for a minimum of 15 days prior to installation of the colored pavement material and surface oils shall not be present. The temperature of the pavement and air shall be between 40°F - 104°F (5°C - 40°C).

All areas to be coated shall be masked prior to application of primer and masked again prior to application of the colored pavement material.

In areas where colored pavement material is to be applied on top of slurry seal, slurry seal must be allowed to cure for a minimum of two weeks prior to cleaning and application.

Mixing and Application:

Mixing and applying colored pavement material and primer shall be in accordance with the manufacturer's instructions.

Contractor shall follow manufacturer's guidelines regarding atmospheric conditions. Coating application shall not proceed if precipitation is forecast for the immediate 24 hours after the intended date of application.

Application must follow manufacturer's recommended cure times between layers and before opening to traffic. Lanes must be opened to traffic within one hour after the minimum cure time as recommended by the manufacturer expires.

The Contractor shall protect the pavement markings from damage and allow them to fully cure prior to allowing traffic to drive over markings. Any damage shall be corrected by the Contractor at the Contractor's expense.

Measurement and Payment:

The contract unit price paid per square foot for MMA Colored Pavement Marking shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in the production, delivery, and placement of MMA colored pavement marking, as specified in these Special Provisions, as specified in the Standard Specifications, as shown on the Plans, and as directed by the Engineer and no additional compensation shall be allowed therefor.

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85 RESERVED

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DIVISION X ELECTRICAL WORK

86 GENERAL

Add to the list in the 2nd paragraph of section 86-1.02C(1) of the RSS for section 86-1.02C:

15. LIGHTING on pull box covers without CALTRANS for City parking lot and trail lighting system
16. ELECTRICAL on pull box covers without CALTRANS for City pedestrian crossing warning system

Add to the end of section 86-1.02F(2)(a):

All conductors must be copper type.

Replace the RSS for the 2nd paragraph of section 86-1.02F(2)(c)(ii) with:

An equipment grounding conductor must be bare.

Replace the 1st sentence in the 15th paragraph of section 86-1.02P(2) with:

The interior of the enclosure must accept cable-in/cable-out circuit breakers. The circuit breakers must be mounted on nonenergized clips and vertically with the up position of the handle being the ON position.

[illegible]

The standard for dual luminaire shall be 20' height with 4" diameter round straight steel. Model number shall be RSS-20-4B-DM28-FINISH.

The color of luminaire housing and standard shall be determined by the City.

87-9.03 CONSTRUCTION

Submit the color sample of luminaire housing and standard to City of Roseville for approval before the order.

87-9.04 PAYMENT

Not Used

Replace section 87-10 with:

87-10 TRAIL LIGHTING

87-10.01 GENERAL

87-10.01A Summary

Section 87-10 includes specifications for constructing trail lighting.

Trail lighting includes:

1. Foundations
2. Pull boxes
3. Conduit
4. Conductors
6. Soffit luminaires
7. Service equipment enclosure
8. Photoelectric control
9. Fuse splice connectors

The components for trail lighting are shown on the project plans.

87-10.02 MATERIALS

The trail soffit luminaire shall be Gardco SVPG series, 22W LED surface-mounted soffit luminaire with house side shield and wire guard. Model number shall be SVPG-140L-450-WW-G2-PM-IR-UNV-BL-IMR12-FINISH-HSS-WIRE GUARD or approved equal.

The color of luminaire housing shall be determined by the City.

87-10.03 CONSTRUCTION

Submit the color sample of luminaire housing to City of Roseville for approval before the order.

87-10.04 PAYMENT

Not Used

Replace section 87-11 with:

87-11 PEDESTRIAN CROSSING WARNING SYSTEM

87-11.01 GENERAL

87-11.01A Summary

Section 87-11 includes specifications for constructing pedestrian crossing warning system.

Pedestrian crossing warning system includes:

1. Foundations
2. Pull boxes
3. Conduit
4. Conductors

- The components for pedestrian crossing warning system are shown on the project plans.

The pedestrian crossing warning system shall be Tapco Intergraded Blinkersign system, with 20 W solar panel and eight 1 wattage LED light on the blinker sign or approved equal.

Install electrical equipment as shown on the plans and these special provisions.

Not Used

AA

[illegible]

89 AGGREGATE

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Submit a certificate of compliance for each shipment and type of fibers.

Fibers must comply with ASTM D 7508. Microfibers must be from 1/2 to 2 inches long. Macrofibers must be from 1 to 2-1/2 inches long.

AA

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Uniaxial geogrid must comply with the requirements shown in the following table:

<u>Quality characteristics</u>	<u>Test method</u>	<u>Requirement</u>
<u>Tensile strength, 5% strain, (min, lb/ft)</u>	ASTM D6637	<u>1,850</u>
<u>Tensile strength at ultimate, (min, lb/ft)</u>	ASTM D6637	<u>3,970</u>
<u>UV resistance, retained tensile strength, 500 hours, (min, percent)</u>	ASTM D4355	<u>95</u>
<u>Junction strength, (min, lb/ft)</u>	ASTM D7737	<u>3,690</u>
<u>Flexural Stiffness (min, mg-cm)</u>	ASTM D7748	<u>500,000</u>
<u>Maximum Allowable Strength for 120-year Design Life (min, lb/ft)</u>	---	<u>1,450</u>

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[illegible]

DIVISION XII BUILDING CONSTRUCTION
99 BUILDING CONSTRUCTION

APPENDIX A

Mitigation Monitoring Plan

4 MITIGATION MONITORING PLAN

4.1 INTRODUCTION

Section 15097 of the California Environmental Quality Act (CEQA) Guidelines requires public agencies to adopt monitoring or reporting programs for projects approved by a public agency whenever approval of a project includes environmental findings related to significant or potentially significant environmental impacts where mitigation measures are adopted as part of the project.

The following is the Mitigation Monitoring Plan (MMP) for the Dry Creek Greenway East Trail Project. The intent of the MMP is to prescribe the means for monitoring the implementation of the mitigation measures identified within the Draft EIR for this project.

4.2 MITIGATION MEASURES

The mitigation measures are taken from the Dry Creek Greenway East Trail Project Draft EIR, as modified by this Final EIR, if applicable, and are assigned the same number as in the Draft EIR. The MMP describes the actions that must take place to implement each mitigation measure, the timing of those actions, and the entities responsible for implementing and monitoring the actions.

4.3 ENVIRONMENTAL IMPACTS AND RECOMMENDED MITIGATION MEASURES

The components of the attached table, which contains applicable mitigation measures, are addressed briefly, below.

Impact: This column summarizes the impact stated in the Draft EIR.

Mitigation Measure: All mitigation measures that were identified in the Dry Creek Greenway East Trail Project Draft EIR are presented and numbered accordingly.

Action: For every mitigation measure, one or more actions are described. The actions delineate the means by which the mitigation measures will be implemented, and, in some instances, the criteria for determining whether a measure has been successfully implemented. Where mitigation measures are particularly detailed, the action may refer back to the measure.

Implementing Party: This item identifies the entity that will undertake the required action.

Timing: Implementation of the action must occur prior to or during some part of project approval, project design or construction or on an ongoing basis. The timing for each measure is identified.

Monitoring Party: The City of Roseville is primarily responsible for ensuring that mitigation measures are successfully implemented. Within the city, a number of departments and divisions would have responsibility for monitoring some aspect of the overall project. Other agencies, such as state and federal resource agencies and the Placer County Air Pollution Control District, may also be responsible for monitoring implementation of certain permit conditions. As a result, more than one monitoring party may be identified.

Table 4-1 Dry Creek Greenway East Trail Mitigation Monitoring Plan

Impact	Mitigation Measures	Action(s)	Implementing Party	Timing	Monitoring Party
4.2 Air Quality					
Impact 4.2-1: Short-term construction-generated emissions of ROG, NO_x, PM₁₀, and PM_{2.5}.	Mitigation Measure 4.2-1: Reduce construction-related NO_x emissions. Before approval of grading permits, the construction contractor shall submit for PCAPCD approval, a written calculation demonstrating that the fleet of heavy-duty (> 50 horsepower) off-road equipment used during the project's construction, including owned, leased, and subcontractor vehicles, will achieve the necessary percent reduction in NO_x emissions during all construction phases, and for any periods during which multiple phases would overlap, as to not exceed 82 lb/day. Acceptable options for reducing emissions may include reduction in the number of segments constructed in a single day, use of late model-year engines, low-emission renewable diesel fuel, engine retrofit technologies, and/or other effective options as recommended by PCAPCD at the time (see Appendix C of the PCAPCD 2017 CEQA Handbook [PCAPCD 2017:75] for additional options). The calculation shall be provided using PCAPCD's Construction Mitigation Calculator.	Construction contractor shall submit for PCAPCD approval a written calculation demonstrating that the heavy-duty off-road equipment used during the project's construction, will achieve the necessary percent reduction in NO _x emissions during all construction phases.	Construction Contractor	Prior to issuance of grading permits	Development Services Department
4.3 Biological Resources					
Impact 4.3-1: Disturbance and loss of waters of the United States, waters of the state and riparian habitat.	Mitigation Measure 4.3-1: Wetlands, Waters of the United States, and Water of the State. This mitigation would apply for the Proposed Trail Alignment, Alignments Options 1A, 1C, and 5A. The City shall implement the following measures to compensate for the loss of wetlands, waters of the United States, waters of the State, and riparian habitat: a. The City shall submit a wetland delineation report to USACE and request a preliminary jurisdictional determination. Based on the jurisdictional determination, the City shall determine the exact acreage of waters of the United States and waters of the state that would be filled as a result of project implementation.	Submit a wetland delineation report to the United States Army Corps of Engineers (USACE) and request a preliminary jurisdictional determination	City of Roseville	Prior to construction	Development Services Department

Table 4-1 Dry Creek Greenway East Trail Mitigation Monitoring Plan

Impact	Mitigation Measures	Action(s)	Implementing Party	Timing	Monitoring Party
	b. The City shall replace on a “no net loss” basis (minimum 1:1 ratio) (in accordance with USACE, CDFW, and/or RWQCB) the acreage and function of all wetlands and other waters that would be removed, lost, or degraded as a result of project implementation. Wetland habitat shall be replaced at an acreage and location agreeable to USACE, CDFW, and the Central Valley RWQCB and as determined during the Section 401, Section 404 and Section 1602 permitting processes. The ratio of stream habitat restoration/replacement shall consider value for Central Valley steelhead and Chinook salmon (as discussed under Mitigation Measure 4.3-2). Habitat shall either be restored on the affected stream and within City property, or at an approved mitigation bank. In either instance, compensatory mitigation will be approved by USACE, CDFW, and RWQCB.	Replace the acreage and function of all wetlands and other waters that would be removed, lost, or degraded	City of Roseville	Prior to construction	Development Services Department
	c. The City shall obtain a USACE Section 404 Individual Permit, RWQCB Section 401 certification, and a Section 1602 streambed alteration agreement from CDFW before any groundbreaking activity within 50 feet of any wetland or water of the United States. The City shall implement all permit conditions, which may include contributions to an approved wetland mitigation bank or through the development and implementation of a Compensatory Wetland, Stream and Riparian Mitigation and Monitoring Plan for creating or restoring in-kind habitat in the surrounding area. If mitigation credits are not available, stream and riparian habitat compensation shall include establishment of riparian vegetation on currently unvegetated bank portions of streams affected by the project and enhancement of existing riparian habitat through removal of nonnative species, where appropriate, and planting additional native riparian plants to increase cover, continuity, and width of the existing riparian corridor along streams in the project site and surrounding areas. The ratio of riparian restoration/replacement shall consider value for Central Valley steelhead and Chinook salmon (as discussed under Mitigation Measure 4.3-2) as well as City Protected trees and Oak Woodland Habitat (as discussed under Mitigation Measure 4.3-8). Construction activities and compensatory mitigation shall be conducted in accordance with the terms of a streambed alteration agreement as required under Section 1602 of the Fish and Game Code.	Obtain a USACE Section 404 Individual Permit, RWQCB Section 401 certification, and a Section 1602 streambed alteration agreement from the California Department of Fish and Wildlife (CDFW)	City of Roseville	Prior to groundbreaking activity within 50 feet of any wetland or water of the United States	Development Services Department

Table 4-1 Dry Creek Greenway East Trail Mitigation Monitoring Plan

Impact	Mitigation Measures	Action(s)	Implementing Party	Timing	Monitoring Party
	d. The Compensatory Wetland, Stream and Riparian Restoration and Mitigation and Monitoring Plan shall include the following: 1. identification of compensatory mitigation sites and criteria for selecting these mitigation sites; 2. in kind reference habitats for comparison with compensatory wetland, stream, and riparian habitats (using performance and success criteria) to document success; 3. monitoring protocol, including schedule and annual report requirements (Compensatory habitat shall be monitored for a minimum of three (3) years from completion of mitigation, or human intervention (including recontouring and grading), or until the success criteria identified in the approved mitigation plan have been met, whichever is longer.); 4. ecological performance standards, based on the best available science and including specifications for native riparian plant densities, species composition, amount of dead woody vegetation gaps and bare ground, and survivorship (based on characteristics of the existing impacted habitat); at a minimum, compensatory mitigation planting sites must achieve 80 percent survival of planted riparian trees and shrubs by the end of the three-year maintenance and monitoring period or dead and dying trees shall be replaced and monitoring continued until 80 percent survivorship is achieved; 5. corrective measures if performance standards are not met; 6. responsible parties for monitoring and preparing reports; and 7. responsible parties for receiving and reviewing reports and for verifying success or prescribing implementation or corrective actions.	Prepare Compensatory Wetland, Stream and Riparian Restoration and Mitigation and Monitoring Plan	City of Roseville	Prior to final Compensatory Wetland, Stream and Riparian Restoration and Mitigation and Monitoring Plan approval	Development Services Department
Impact 4.3-2: Interfere substantially with the movement of Central Valley steelhead and Central Valley fall-run Chinook salmon.	Mitigation Measure 4.3-2: Central Valley Steelhead and Central Valley fall-run Chinook Salmon This mitigation would apply for the Proposed Trail Alignment, Alignment Options 1A, 1C, and 5A. The City shall implement the following measures, developed based on past consultations with NMFS, to avoid, minimize and/or mitigate potential effects on Central Valley steelhead and Central Valley fall-run Chinook salmon.				

Table 4-1 Dry Creek Greenway East Trail Mitigation Monitoring Plan

Impact	Mitigation Measures	Action(s)	Implementing Party	Timing	Monitoring Party
	a. Prior to the onset of work, the qualified biologist shall conduct a mandatory worker environmental awareness training. The training shall educate workers about the importance of avoiding impacts to Central Valley steelhead and Central Valley fall-run Chinook salmon and their habitat. The training shall also cover the relevant permit conditions and avoidance and minimization measures that protect sensitive species and habitats, as well as the penalties for non-compliance with state and federal laws, regulations, and permit requirements. The training shall include information about the life history and habitat requirements of Central Valley steelhead and Central Valley fall-run Chinook salmon and their potential to occur in the project site, as well as the terms and conditions of the Project's Biological Opinions or other authorizing documents (i.e. letter of concurrence).	Hire a qualified biologist to conduct mandatory worker environmental awareness training.	City of Roseville	Prior to construction activities within the creek banks and channel beds	Development Services Department
	b. Construction activities occurring within creek banks and channel beds shall be limited to the low-flow period (typically June 15 - October 15), unless earlier or later dates are approved by CDFW and NMFS during consultation. By limiting in-water construction activities to this time period, the Project shall limit construction activities to periods when low flow depths and velocities within the project streams are less likely to support Central Valley steelhead or Central Valley fall-run Chinook salmon life stages including adult migration, spawning, and egg incubation periods.	Limit construction activities within creek banks and channel beds	City of Roseville	During construction activities June 15 – October 15	Development Services Department
	c. Fish screens or temporary stream diversion structures shall be installed to exclude Central Valley steelhead and Central Valley fall-run Chinook salmon from areas where in-water and near-water construction activities would be conducted. Installation of fish screens or temporary diversion structures shall prevent access to affected areas in the unlikely event that Central Valley steelhead or Central Valley fall-run Chinook salmon are present in the project streams during the low-flow period (June 15 - October 15).	Install fish screens or temporary stream diversion structures in areas where in-water and near-water construction activities would be conducted, per Endangered Species Act (ESA) Section 7 consultation.	City of Roseville	During construction activities June 15 – October 15	Development Services Department
	d. The City shall retain a qualified biologist to monitor the installation of fish screens or temporary stream diversion structures, as well as any other near or in-water construction activities (e.g., installation of RSP along	Hire a qualified biologist to monitor installation of fish screens or temporary	City of Roseville	During construction	Development Services Department

Table 4-1 Dry Creek Greenway East Trail Mitigation Monitoring Plan

Impact	Mitigation Measures	Action(s)	Implementing Party	Timing	Monitoring Party
	creek banks or below the OHWM, installation and removal of low water crossings, placement of new abutments, rock walls, gabions, and water diversions). Prior to the installation of fish screens or temporary stream diversion structures the biologist shall visually survey the in-water work area for Central Valley steelhead and Central Valley fall-run Chinook salmon.	stream diversion structures, as well as any other near or in-water construction activities, per ESA Section 7 consultation		activities June 15 – October 15	
	e. Once the biologist confirms that no Central Valley steelhead or Central Valley fall-run Chinook salmon are present in the in-water work area, fish screens or temporary diversion devices shall be installed in a downstream direction, installing the upstream fish screen or temporary diversion device. The biologist shall conduct a second visual survey before the downstream portion of the fish screen or temporary stream diversion is installed. If fish are present within the diversion area, the fish shall be guided out of the in-water work area with nets by the qualified biologist. The need for fish salvage is not anticipated because Central Valley steelhead or Central Valley fall-run Chinook salmon are not likely to be present in the project streams during the low-flow period (June 15 - October 15) – primarily because of excessive summer water temperatures that occur during this period in the project area. However, fish salvage (or relocation outside of the in-water work areas) shall be conducted as needed should fish be present.	Qualified biologist shall conduct a second visual survey and guide fish out of the in-water work area with nets, per ESA Section 7 consultation.	City of Roseville	During construction activities June 15 – October 15	Development Services Department
	f. Before the onset of construction activities, high visibility orange construction fencing shall be installed along the perimeter of Environmentally Sensitive Areas under the supervision of the qualified biologist. Fencing shall be installed along the limits of construction in riparian habitat, minimizing the disturbance of or encroachment on sensitive aquatic and riparian habitats. The contractor shall maintain the project's Environmentally Sensitive Area fencing for the duration of the project and remove it when the project is complete.	Install high visibility orange construction fencing along the perimeter of Environmentally Sensitive Areas	City of Roseville	Prior to construction activities within the creek banks and channel beds	Development Services Department
	g. Erosion control BMPs shall be implemented during construction to minimize the potential for erosion, and the mobilization of sediments to project waterways and be consistent with the Open Space Preserve Overarching Management Plan (and related USFWS Biological Opinion (81420-2008-F-1958-3). The following erosion and sediment control	Implement erosion and sediment control measures	City of Roseville	During construction	Development Services Department

Table 4-1 Dry Creek Greenway East Trail Mitigation Monitoring Plan

Impact	Mitigation Measures	Action(s)	Implementing Party	Timing	Monitoring Party
	measures shall be implemented to prevent sedimentation and turbidity, as well as any identified in the SWPPP, 401, 404, or 1602 permits. 1. Soil exposure shall be minimized by limiting the area of construction and disturbance and through the use of temporary BMPs, groundcover, and stabilization measures. These measures may include mulches, soil binders and erosion control blankets, silt fencing, fiber rolls, temporary berms, sediment de-silting basins, sediment traps, and check dams. 2. Pursuant to Section 13-4.03C(3) of the Caltrans Standard Specifications, water pollution control practices shall be implemented within 72 hours of stockpiling material or before a forecasted storm event, whichever occurs first. If stockpiles are being used, soil, sediment, or other debris shall not be allowed to enter storm drains, open drainages, and watercourses. Active and inactive soil stockpiles must be covered with soil stabilization. 3. Plastic mono-filament netting (erosion control matting) or similar material that could trap wildlife shall not be used. Acceptable substitutes include, but are not limited to, jute, coconut coir matting, or tackified hydroseeding compounds. 4. Energy dissipaters and erosion control pads shall be provided at the bottom of slope drains as needed. Other flow conveyance control mechanisms may include earth dikes, swales, or ditches. Stream bank stabilization measures shall also be implemented. 5. Existing vegetation shall be protected, to the extent feasible, to reduce erosion and sedimentation. Vegetation shall be preserved by installing temporary fencing, or other protection devices, around areas to be protected. Where complete removal is not necessary, vegetation shall be cut to ground level with the root systems left intact to prevent erosion and facilitate the recovery of riparian vegetation after project activities are complete. 6. Exposed soils shall be covered by loose bulk materials or other materials to reduce erosion and runoff during rainfall events. 7. Exposed soils shall be stabilized, through watering or other measures, to prevent the movement of dust at the project site				

Table 4-1 Dry Creek Greenway East Trail Mitigation Monitoring Plan

Impact	Mitigation Measures	Action(s)	Implementing Party	Timing	Monitoring Party
	caused by wind and construction activities such as traffic and grading activities. 8. All construction roadway areas shall be properly protected to prevent excess erosion, sedimentation, and water pollution. 9. The contractor shall conduct periodic maintenance of erosion and sediment control measures. All erosion and storm water control measures shall be properly maintained for the duration of the project.				
	h. A Spill Prevention and Control Plan shall be developed and implemented by the City, or its contractor, for the duration of the project. Pollution prevention and control BMPs shall be implemented during construction to minimize the risk of hazardous materials being released into waters in the project site. The following pollution and contamination prevention measures shall be implemented to prevent the release of hazardous materials during construction: 1. All equipment and materials shall be stored at least 50 feet from wetlands or waters in the project site unless the equipment is on established paved areas. If storage of equipment or materials within 50 feet of wetlands or waters in the project site is necessary, secondary containment shall be utilized to contain the equipment and materials and prevent discharge of any harmful substances into the soil or aquatic resources. Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located outside of the channel and banks of Dry Creek, Cirby Creek, Linda Creek, and Strap Ravine. 2. Secondary containment shall be provided for stationary equipment such as motors, pumps, generators, and compressors located within or adjacent to the Dry Creek, Cirby Creek, Linda Creek, and Strap Ravine. Any equipment or vehicles driven or operated within or adjacent to these creeks shall be checked and maintained daily to ensure proper working conditions to avoid potential impacts such as leaks. 3. No fueling, cleaning or maintenance of vehicles or equipment, or placement of construction debris, spoils or trash should occur within 50 feet of wetlands or waters in the project site unless it occurs in designated refueling/staging areas on existing paved surfaces with	Develop and implement a Spill Prevention and Control Plan	Construction contractor	Prior to construction	Development Services Department

Table 4-1 Dry Creek Greenway East Trail Mitigation Monitoring Plan

Impact	Mitigation Measures	Action(s)	Implementing Party	Timing	Monitoring Party
	secondary containment in place. Refueling of equipment should occur at approved fuel locations. Contractor shall inspect all equipment/vehicles for leaks prior to use and should be inspected regularly during Project inspection. 4. For work that is to occur on existing structures over open flowing portions of Dry Creek, Cirby Creek, Linda Creek, or Strap Ravine, a method of containment such as netting, tarps or similar catchments shall be utilized to catch debris or other potential construction materials and prevent such material from falling into the waters.				
	i. Lighting design shall include measures to limit the amount of light “spill” on water surfaces at night that could lead to predation of juvenile salmonids. To minimize the effects of lighting on salmonids, the City shall prevent lighting that directly shines on the water surfaces of Dry Creek, Cirby Creek, and Linda Creek by minimizing the amount of lighting necessary to safely and effectively illuminate pedestrian areas on bridges and trails, and by shielding and focusing lights on the bridge and trail surfaces and away from water surfaces.	Design and install lighting that does not directly shine on the water surfaces of Dry Creek, Cirby Creek, and Linda Creek	City of Roseville	During project construction	Development Services Department
	j. The project shall avoid impacts to riparian vegetation where feasible, and shall incorporate restoration and enhancement of the riparian corridor into the final design plans and construction specifications and shall develop a riparian and restoration plan (RRP), as part of the Compensatory Wetland, Stream and Riparian Mitigation and Monitoring Plan discussed in Impact 4.3-1, Disturbance and loss of waters of the United States, and Mitigation Measure 4.3-1 that involves onsite enhancements and purchase of mitigation bank credits to compensate for permanent and temporal loss of riparian and SRA cover. The RRP shall include on-site measures such as enhancing riparian vegetation by the planting of native shrub, tree, and understory species to create a more diverse vegetation structure and thus a higher quality habitat for wildlife. The onsite measures in the RRP may also include the planting of willows and other fast-growing native riparian species, which can quickly compensate for the loss of riparian and SRA cover, and will be planted where erosion control (RSP, slope pavement etc.) is installed along stream banks. Permanent impacts to riparian vegetation can also be mitigated with the purchase of credits (1:1 for riparian and 1.7:1 for	Avoid impacts to riparian vegetation, incorporate restoration and enhancement of the riparian corridor into the final design plans and construction specifications, and develop a riparian and restoration plan	City of Roseville	As required by permit conditions	Development Services Department

Table 4-1 Dry Creek Greenway East Trail Mitigation Monitoring Plan

Impact	Mitigation Measures	Action(s)	Implementing Party	Timing	Monitoring Party
	SRA cover), and 0.5:1 for temporal loss of riparian vegetation and SRA cover. Restoration and enhancement of the riparian vegetation in the project site (combined with mitigation bank credits) shall result in no net loss of riparian habitat acreage or function and shall increase the quality of habitat for Central Valley steelhead (including Critical Habitat), Central Valley fall-run Chinook salmon (including EFH), and shall be accomplished through development and implementation of the RRP. Permanent impacts to riparian, including SRA, and waters of the United States shall be further analyzed and determined based on final design for each construction phase during Section 7 consultation as part of USACE Section 404 and CDFW Section 1602 permitting.				
	k. Construction techniques shall be implemented to isolate near shore work from waterbodies in the project site. It is anticipated that clear water diversion using a cofferdam or gravel bag berm with impermeable layer would be used. Isolating in-water construction areas behind cofferdams would minimize the potential for turbidity and suspended sediments from reaching levels that could harm Central Valley steelhead, degrade existing Critical Habitat, harm Central Valley fall-run Chinook salmon, or degrade existing EFH. The extent of cofferdam footprints and dewatering shall be kept to the minimum necessary to support construction activities, and creek flow shall not be interrupted or reduced as a result of construction activities. Any fill material used in association with the cofferdams, such as sandbag fill, shall be composed of washed, rounded, spawning-sized gravel between 0.4 and 4 inches in diameter. If authorized by applicable state and federal permits, any of this gravel in contact with flowing water shall be left in place, and distributed manually with hand tools to allow passage for all life stages of fish. Installation and removal of cofferdams and/or gravel bag berms would be restricted to the summer low-flow period.	Isolate near shore work from waterbodies by clear water diversion using a cofferdam or gravel bag berm with impermeable layer	City of Roseville	Prior to construction activities within the creek banks and channel beds	Development Services Department
Impact 4.3-3: Disturbance or loss of valley elderberry longhorn beetle or its habitat.	Mitigation Measure 4.3-3a: Avoidance and Minimization Measures The following measures shall be implemented to avoid or minimize effects to VELB and/or its habitat during construction of the proposed project. a. A worker awareness training program for construction personnel shall be conducted by a qualified biologist prior to beginning construction activities. The program shall inform all construction personnel about the	A qualified biologist shall conduct a worker awareness training	City of Roseville	Prior to construction activities within	Development Services Department

Table 4-1 Dry Creek Greenway East Trail Mitigation Monitoring Plan

Impact	Mitigation Measures	Action(s)	Implementing Party	Timing	Monitoring Party
	life history and status of the beetle, requirements to avoid damaging the elderberry plants, and the possible penalties for not complying with these requirements. Written documentation of the training shall be submitted to the USFWS within 30 days of its completion.	program for construction personnel, per ESA Section 7 consultation		the creek banks and channel beds	
	b. If elderberry shrubs can be retained within the project footprint, the City shall avoid indirect impacts by implementing the following measures, to the extent feasible, or equivalent measures agreed to in consultation with USFWS. Minimization measures include: 1. Avoidance Area. An avoidance area shall be established at least 20 feet from the drip-line of an elderberry shrub for any activities that may damage or kill the elderberry shrub (e.g., trenching, paving, etc.). 2. Fencing. All areas to be avoided during construction activities shall be fenced and/or flagged as close to construction limits as feasible. 3. Signage. Signage shall be posted every 50 feet along the buffer area with the following information, "This area is habitat of the valley elderberry longhorn beetle, a threatened species, and must not be disturbed. This species is protected by the Endangered Species Act of 1973, as amended. Violators are subject to prosecution, fines, and imprisonment." The signs shall be clearly readable from a distance of 20 feet and must be maintained for the duration of construction. 4. Timing. To the extent feasible, all activities that could occur within 165 feet of an elderberry shrub, shall be conducted outside of the VELB flight season (March - July). 5. Erosion Control and Revegetation. Erosion control measures will be implemented to restore areas disturbed within 165 feet of elderberry shrubs and the affected area will be re-vegetated with appropriate native plants. 6. Chemical Usage. Herbicides will not be used within the drip-line of the shrub. Insecticides will not be used within 100 feet of an elderberry shrub. All chemicals will be applied using a backpack sprayer or similar direct application method.	Implement minimization measures including, avoidance, fencing, signage, timing, erosion control and revegetation, chemical usage, mowing, surveys, monitoring, protection and management plan, per ESA Section 7 consultation	City of Roseville	Prior to construction activities within the creek banks and channel beds	Development Services Department

Table 4-1 Dry Creek Greenway East Trail Mitigation Monitoring Plan

Impact	Mitigation Measures	Action(s)	Implementing Party	Timing	Monitoring Party
	7. Mowing. Mechanical weed removal within the drip-line of the shrub shall be limited to the season when adults are not active (August - February) and shall avoid damaging the elderberry. 8. Pre-construction and post-construction surveys. Pre-construction surveys shall document compliance with mitigation measures. The post-construction survey shall confirm that there was no additional damage to any of the elderberry shrubs than as described in this document. 9. Construction monitoring. A qualified biologist shall monitor the work area at project-appropriate intervals to assure that all avoidance and minimization measures are implemented. The amount and duration of monitoring will depend on the project specifics and shall be discussed with a USFWS biologist. 10. Elderberry Shrub Protection and Management Plan. The City will develop as part of the Section 7 consultation process with USFWS for the Dry Creek Greenway Multi-Use Trail project an elderberry shrub protection and management plan that will include how the buffer areas are to be protected, restored, and maintained after construction is completed and the City will ensure that ground-disturbing activities on the project site do not alter the hydrology for shrubs to be protected or otherwise affect the likelihood of vigor or survival of elderberry shrubs. The Elderberry Shrub Protection and Management Plan shall be consistent with the City's Open Space Preserve Overarching Management Plan.				
	Mitigation Measure 4.3-3b: Removing/Transplanting Individual Elderberry Shrubs a. Elderberry shrubs that are in the path of construction activities and cannot be avoided shall be removed and if feasible, transplanted, according to Table 4.3-5. A Biological Opinion from USFWS will be obtained prior to removal or transplanting of elderberry shrubs. Removal of a shrub may either include the roots or just the removal of the above-ground portion of the plant. If feasible, the entire root ball shall be removed, and the shrub transplanted. b. Elderberry shrubs requiring removal shall be transplanted as close as feasible to its original location within City-owned property or as approved	Remove or transplant elderberry shrubs that are in the path of construction activities, per Section 7 consultation. Obtain a Biological Opinion prior to removal or transplanting of elderberry shrubs	City of Roseville	Prior to construction or as required by permit conditions	Development Services Department

Table 4-1 Dry Creek Greenway East Trail Mitigation Monitoring Plan

Impact	Mitigation Measures	Action(s)	Implementing Party	Timing	Monitoring Party															
	by USFWS. Elderberry shrubs may be relocated adjacent to the project footprint if: 1) the planting location is suitable for elderberry growth and reproduction; and 2) the City is able to provide long-term protection to the shrub and ensure that the shrub becomes reestablished. c. If these criteria cannot be met, the shrub may be transplanted to an appropriate USFWS-approved mitigation site. d. Any elderberry shrub that is unlikely to survive transplanting because of poor condition or location, or a shrub that would be extremely difficult to move because of access problems, may not be appropriate for transplanting. The following transplanting guidelines shall be used to guide removal and transplanting of elderberry shrubs on the project site: 1. A qualified biologist shall be on-site for the duration of transplanting activities to assure compliance with avoidance and minimization measures and other conservation measures. 2. Exit-hole surveys shall be completed immediately before transplanting. The number of exit holes found, GPS location of the plant to be relocated, and the GPS location of where the plant is transplanted shall be reported to the USFWS and to the California Natural Diversity Database (CNDDDB). 3. Elderberry shrubs shall be transplanted when the shrubs are dormant (November through the first two weeks in February) and after they have lost their leaves. Transplanting during the non-growing season will reduce shock to the shrub and increase transplantation success. 4. Transplanting shall follow the most current version of the ANSI A300 (Part 6) guidelines for transplanting (http://www.tcia.org/). Table 4.3-5 Mitigation for Loss of Individual Shrubs According to Preliminary Project Design <table><tr><th>Shrub ID</th><th>Proposed Trail Alignment</th><th>Alignment Option 1A</th><th>Alignment Option 1C</th><th>Alignment Option 5A</th></tr><tr><td>ES24</td><td>Transplant if feasible</td><td>Transplant if feasible</td><td>Transplant if feasible</td><td>Transplant if feasible</td></tr><tr><td>ES25</td><td>Transplant if feasible</td><td>Transplant if feasible</td><td>Transplant if feasible</td><td>Transplant if feasible</td></tr></table>	Shrub ID	Proposed Trail Alignment	Alignment Option 1A	Alignment Option 1C	Alignment Option 5A	ES24	Transplant if feasible	Transplant if feasible	Transplant if feasible	Transplant if feasible	ES25	Transplant if feasible	Transplant if feasible	Transplant if feasible	Transplant if feasible				
Shrub ID	Proposed Trail Alignment	Alignment Option 1A	Alignment Option 1C	Alignment Option 5A																
ES24	Transplant if feasible	Transplant if feasible	Transplant if feasible	Transplant if feasible																
ES25	Transplant if feasible	Transplant if feasible	Transplant if feasible	Transplant if feasible																

Table 4-1 Dry Creek Greenway East Trail Mitigation Monitoring Plan

Impact	Mitigation Measures					Action(s)	Implementing Party	Timing	Monitoring Party
	ES26	Transplant if feasible	Transplant if feasible	Transplant if feasible	Transplant if feasible				
	ES31	Transplant if feasible	No Impact	Transplant if feasible	Transplant if feasible				
	ES32	Transplant if feasible	No Impact	No Impact	Transplant if feasible				
	ES33	Transplant if feasible	No Impact	Transplant if feasible	Transplant if feasible				
	ES34	Transplant if feasible	Transplant if feasible	Transplant if feasible	Transplant if feasible				
	ES35	Transplant if feasible	Transplant if feasible	Transplant if feasible	Transplant if feasible				
	ES36	Transplant if feasible	Transplant if feasible	Transplant if feasible	Transplant if feasible				
	ES37	Transplant if feasible	Transplant if feasible	Transplant if feasible	Transplant if feasible				
	ES38	Transplant if feasible	Transplant if feasible	Transplant if feasible	Transplant if feasible				
	ES39	Transplant if feasible	Transplant if feasible	Transplant if feasible	Transplant if feasible				
	ES40	Transplant if feasible	Transplant if feasible	Transplant if feasible	Transplant if feasible				
	ES41	Transplant if feasible	Transplant if feasible	Transplant if feasible	Transplant if feasible				
	ES42	Transplant if feasible	Transplant if feasible	Transplant if feasible	Transplant if feasible				
	Mitigation Measure 4.3-3c: Compensatory Mitigation for Loss of Riparian Habitat a. The following compensatory mitigation addresses impacts to VELB habitat through compensating for the permanent loss of riparian habitat within 165 feet of elderberry shrubs. Table 4.3-6 lists the total riparian habitat that is anticipated to be lost, according to the preliminary project design, and the corresponding credits that shall be purchased to replace habitat lost at a 3:1 ratio, as outlined in the VELB framework (USFWS					Compensate for the permanent loss of riparian habitat within 165 feet of elderberry shrubs at a 3:1 ratio, or similar ratio agreeable to the USFWS, per ESA Section 7 consultation	City of Roseville	Prior to construction or as required by permit conditions	Development Services Department

Table 4-1 Dry Creek Greenway East Trail Mitigation Monitoring Plan

Impact	Mitigation Measures	Action(s)	Implementing Party	Timing	Monitoring Party																									
	2017b). The exact amount of compensation shall be as agreed to by USFWS, per Section 7 consultation under the Federal Endangered Species Act. Table 4.3-6 Potential Valley Elderberry Longhorn Beetle Habitat-Level Compensation <table><tr><th>Project Alternative Options</th><th>Compensation Ratio</th><th>Loss of Riparian Habitat (acres)</th><th>Acres of Credit¹</th><th>Total Credit Purchase²</th></tr><tr><td>Proposed Trail Alignment</td><td>3:1</td><td>1.22</td><td>3.66</td><td>89</td></tr><tr><td>Alignment Option 1A</td><td>3:1</td><td>0.89</td><td>2.67</td><td>65</td></tr><tr><td>Alignment Option 1C</td><td>3:1</td><td>1.41</td><td>4.23</td><td>103</td></tr><tr><td>Alignment Option 5A</td><td>3:1</td><td>1.22</td><td>3.66</td><td>89</td></tr></table> ¹ Acre(s) of credit = Compensation Ratio X Total Acres of Riparian Habitat Permanently Lost within 165 Feet of Elderberry Shrubs ² Formula for Credit Purchase: 1 credit = 0.041 acres b. If the City chooses not to purchase credits at a USFWS-approved bank, they shall follow USFWS requirements for providing a permanent conservation area that meets USFWS criteria and approval, as described in the VELB Framework (USFWS 2017b).	Project Alternative Options	Compensation Ratio	Loss of Riparian Habitat (acres)	Acres of Credit ¹	Total Credit Purchase ²	Proposed Trail Alignment	3:1	1.22	3.66	89	Alignment Option 1A	3:1	0.89	2.67	65	Alignment Option 1C	3:1	1.41	4.23	103	Alignment Option 5A	3:1	1.22	3.66	89				
Project Alternative Options	Compensation Ratio	Loss of Riparian Habitat (acres)	Acres of Credit ¹	Total Credit Purchase ²																										
Proposed Trail Alignment	3:1	1.22	3.66	89																										
Alignment Option 1A	3:1	0.89	2.67	65																										
Alignment Option 1C	3:1	1.41	4.23	103																										
Alignment Option 5A	3:1	1.22	3.66	89																										
	Mitigation Measure 4.3-3d: Consultation with USFWS Caltrans, as the federal designated agency, will consult with USFWS under Section 7 of ESA for approval of transplanting and compensatory measures outlined in Mitigation Measures 4.3-3b and 4.3-3c prior to project construction.	Consult with USFWS for approval of transplanting and compensatory measures	Caltrans and City of Roseville	Prior to construction	Development Services Department																									

Table 4-1 Dry Creek Greenway East Trail Mitigation Monitoring Plan

Impact	Mitigation Measures	Action(s)	Implementing Party	Timing	Monitoring Party
Impact 4.3-4: Disturbance or loss of Swainson's hawk, white-tailed kite, and other nesting raptors.	Mitigation Measure 4.3-4: Nesting Raptors This mitigation would apply for the Proposed Trail Alignment, Alternative Alignments 1A, 1C, and 5A. The following measures shall be implemented to avoid, minimize and fully mitigate impacts to Swainson's hawk, white-tailed kite, as well as other raptors. a. For project activities, including tree removal, that begin between February 15 and September 15, a qualified biologist shall conduct preconstruction surveys for nesting raptors and to identify active nests on and within 0.25 mile of the project site with direct line of sight from public access areas with the use of binoculars and spotting scopes to the proposed work areas. The surveys shall be conducted before the beginning of any construction activities between February 15 and September 15.	If trees are removed between February 15 and September 15, hire a qualified biologist to conduct preconstruction surveys	City of Roseville	Prior to tree removal or start of construction activities	Development Services Department
	b. The City shall attempt to initiate upland construction activities before the nest initiation phase (i.e., before February 15). If breeding raptors establish an active nest site, as evidenced by nest building, egg laying, incubation, or other nesting behavior, near the construction area, they shall not be harassed or deterred from continuing with their normal breeding activities.	Initiate upland construction activities before the nest initiation phase	City of Roseville	During construction	Development Services Department
	c. Impacts to nesting raptors shall be avoided by establishing appropriate buffers around active nest sites identified during preconstruction raptor surveys. No project activity shall commence within the buffer areas until a qualified biologist has determined the young have fledged, the nest is no longer active, or reducing the buffer, in coordination with CDFW, would not likely result in nest abandonment. CDFW guidelines recommend implementation of 500 feet for raptors, but the size of the buffer may be adjusted if a qualified biologist and the City, in consultation with CDFW, determine that such an adjustment would not likely adversely affect the nest. Monitoring of the nest by a qualified biologist during construction activities shall be required if the activity has potential to adversely affect the nest.	Establish appropriate buffers	City of Roseville	Prior to tree removal or start of construction activities	Development Services Department

Table 4-1 Dry Creek Greenway East Trail Mitigation Monitoring Plan

Impact	Mitigation Measures	Action(s)	Implementing Party	Timing	Monitoring Party
	d. Trees shall not be removed during the breeding season for nesting raptors unless a survey by a qualified biologist verifies that there are not active nests within the trees or within 500 feet of the trees proposed to be removed. Loss of trees that provide potential nesting habitat shall be compensated by planting replacement trees according to Mitigation Measure 4.3-1 (wetlands/riparian trees) and Mitigation Measure 4.3-8 (protected oak trees).	Nesting habitat shall be compensated by planting replacement trees according to Mitigation Measure 4.3-1 and Mitigation Measure 4.3-8	City of Roseville	Post-construction activities as part of Riparian Restoration Plan	Development Services Department
Impact 4.3-5: Disturbances to special-status song birds.	Mitigation Measure 4.3-5: Special-status birds This mitigation would apply for the Proposed Trail Alignment, Alignment Option 1A, 1C, and 5A. The following measures shall be implemented and are intended to avoid, minimize, and fully mitigate impacts to nesting special-status birds. a. The City shall ensure that before any ground-disturbing project activities begin for a given proposed trail segment, a qualified biologist shall identify potential habitat for nesting special-status bird species in areas that could be affected during the breeding season by construction.	Hire a qualified biologist to identify habitat for nesting special-status bird species.	City of Roseville	Prior to ground disturbance or tree removal	Development Services Department
	b. If vegetation removal or other disturbance related to construction of the trail segment is required during the nesting season, focused surveys for active nests of special-status birds shall be conducted before and within 5 days of initiating construction by a qualified biologist. The appropriate area to be surveyed and timing of the survey may vary depending on the activity and species that could be affected. If no active nests are found during focused surveys, no further action under this measure shall be required.	Focused surveys for active nests of special-status birds shall be conducted.	City of Roseville	Before and within 5 days of initiating construction	Development Services Department
	c. If an active special-status bird nest is located during the preconstruction surveys, the biologist shall notify the City and the City shall notify CDFW. Construction shall be prohibited within a minimum of 25 feet of the nest to avoid disturbance until the nest is no longer active.	Notify CDFW; construction shall be prohibited within 25 feet of the nest.	City of Roseville	During preconstruction surveys	Development Services Department and CDFW
	d. If construction stops for more than 5 days during the nesting season, a follow up survey shall be conducted to make sure that no birds moved into the area and started nesting.	Conduct follow up survey	City of Roseville	If construction stops for more than 5 days	Development Services Department

Table 4-1 Dry Creek Greenway East Trail Mitigation Monitoring Plan

Impact	Mitigation Measures	Action(s)	Implementing Party	Timing	Monitoring Party
Impact 4.3-6: Disturbance or loss of Western pond turtle.	Mitigation Measure 4.3-6: Western Pond Turtle. This mitigation would apply for the Proposed Trail Alignment, Alignment Options 1A, 1C, and 5A. a. Implement Mitigation Measure 4.3-1.	Submit a wetland delineation report to USACE and request a preliminary jurisdictional determination	City of Roseville	Prior to construction	Development Services Department
	b. Before ground disturbance, all onsite construction personnel shall be instructed by a qualified biologist regarding the potential presence of western pond turtle, the importance of avoiding impacts on this species and its habitat, and recognition of western pond turtle and its habitat(s).	Hire a qualified biologist to train construction personnel on western pond turtle	City of Roseville	Prior to construction	Development Services Department
	c. Within 24 hours before beginning construction activities within 200 feet of suitable aquatic habitat for western pond turtle, a qualified biologist shall inspect areas of anticipated disturbance for the presence of western pond turtle nests and individuals. If nests are found, a 100-foot no disturbance buffer shall be erected and maintained until the turtles have hatched and no obstructions between the nest and aquatic habitat shall be created. No vegetation clearing will be allowed within the buffer to shelter the turtles from the elements and potential predators.	Hire a qualified biologist to inspect areas of anticipated disturbance for the presence of western pond turtle	City of Roseville	Within 24 hours before beginning construction activities	Development Services Department
	d. If adult and juvenile turtles are found during preconstruction, dewatering, or fish rescue operations, the biologist shall relocate the western pond turtle to the nearest suitable habitat outside of the area of disturbance. The construction area shall be re-inspected whenever a lapse in construction activity of two weeks or more has occurred. The biologist shall be available thereafter; if a turtle is encountered during construction activities, the biologist shall relocate the western pond turtle to the nearest suitable aquatic habitat outside the area of disturbance. As suitable habitat is located throughout the area, it is not anticipated that turtles would be relocated far from construction areas and that they would recolonize following construction.	Relocate the western pond turtle to the nearest suitable habitat outside of the area of disturbance	City of Roseville	During preconstruction, dewatering, or fish rescue operations	Development Services Department
	e. After completion of project-related construction activities, any temporary fill and construction debris shall be removed, and temporarily disturbed areas shall be restored to pre-project conditions. Restoration of grassland and riparian habitat shall be conducted as applicable under Mitigation Measure 4.3-1 (for riparian vegetation) and Mitigation Measure 4.3-4 (for grassland habitat) in proximity to the stream corridors.	Remove temporary fill and construction debris; restore habitat	City of Roseville	After completion of project-related construction activities	Development Services Department

Table 4-1 Dry Creek Greenway East Trail Mitigation Monitoring Plan

Impact	Mitigation Measures	Action(s)	Implementing Party	Timing	Monitoring Party
Impact 4.3-7: Disturbance or loss of special-status bats – pallid bat and silver-haired bat.	Mitigation Measure 4.3-7: Special-status bats This mitigation would apply for the Proposed Trail Alignment, Alternative Alignments 1A, 1C, and 5A. a. Bat surveys shall be conducted by a qualified wildlife biologist within 5 days before removal of trees that have suitable roosting habitat for bats. Specific survey methodologies shall be determined in coordination with CDFW, and may include visual surveys of bats (e.g., observation of bats during foraging period), inspection for suitable habitat, bat sign (e.g., guano), or use of ultrasonic detectors (e.g., Petterson, Anabat, Wildlife Acoustics). Removal of any significant roost sites located shall be avoided to the extent feasible with a non-disturbance buffer of 250-feet. If it is determined that an active roost site cannot be avoided and will be affected, bats shall be excluded from the roost site before the site is removed. The City shall first notify and consult with CDFW on appropriate bat exclusion methods and roost removal procedures. Exclusion methods may include use of one-way doors at roost entrances (bats may leave, but not reenter), or sealing roost entrances when the site can be confirmed to contain no bats. Once it is confirmed that all bats have left the roost, crews shall be allowed to continue work in the area. The City may have to provide temporary suitable bat roosting habitat (i.e. bat boxes), prior, during, and after exclusion to provide bat roosting habitat.	Hire a qualified biologist to conduct bay surveys	City of Roseville	Within 5 days before removal of trees that have suitable roosting habitat for bats	Development Services Department
	b. Exclusion efforts shall be restricted during periods of sensitive activity (e.g., during winter hibernation or while females in maternity colonies are nursing young [generally, April 15 through August 15]). If a hibernation or maternity roosting site is discovered, the project biologist and the City shall consult with CDFW to establish appropriate exclusionary buffers until all young are determined to be able to fly by the project biologist. Once it is determined that all young are able to fly, passive exclusion devices shall be installed and all bats will be allowed to leave voluntarily. Once it is determined by a qualified biologist that all bats have left the roost, crews shall be allowed to work within the buffer zone.	Restrict exclusion activities during period of sensitive activity. Consult with CDFW to establish exclusionary buffers if a hibernation or maternity roosting site is discovered.	City or Roseville City of Roseville	During construction April 15 through August 15 During construction April 15 through August 15	Development Services Department Development Services Department

Table 4-1 Dry Creek Greenway East Trail Mitigation Monitoring Plan

Impact	Mitigation Measures	Action(s)	Implementing Party	Timing	Monitoring Party
Impact 4.3-8: Disturbance or loss of City protected trees, Valley Oak Woodland, and other Sensitive Vegetation Alliances and Associations.	Mitigation Measure 4.3-8: Avoid impacts or mitigate for impacts to Valley Oak Woodland, and other Sensitive Vegetation Alliances and Associations (previously known as Sensitive Natural Communities) This mitigation would apply for the Proposed Trail Alignment, Alignment Option 1A, 1C, and 5A. a. To the maximum extent feasible, oak and riparian trees shall be avoided where possible and protection measures shall be implemented to protect oak woodlands, riparian areas and associated native trees from project-related impacts. The following measures shall be implemented for oak and riparian trees that would be impacted by project activities to avoid and minimize potential impacts to individual oak and riparian trees: 1. Temporary protective fencing shall be installed at least one foot outside the dripline of the native oak tree before initiating construction to avoid damage to the tree canopy and root system. A circle with a radius measurement from the trunk of the tree to the tip of its longest limb will constitute the dripline protection area for each tree. Limbs must not be cut back to change the dripline. The area beneath the dripline is a critical portion of the root zone and defines the minimum protected area of each tree. Removing limbs that make up the dripline does not change the protected area. 2. No vehicles, construction equipment, mobile home/office, supplies, materials or facilities shall be driven, parked, stockpiled or located within the dripline of the native oak trees. 3. No grading shall be allowed within the dripline of the native oak tree. 4. No trenching shall be allowed within the dripline of the native oak tree. If it is necessary to install underground utilities within the dripline of the native oak tree, the utility line shall be jacked and bored under the supervision of a certified arborist. 5. Drainage patterns onsite shall not be modified so that water collects or stands within, or is diverted across, the dripline of any native oak tree. 6. If ground disturbance must occur within the protected zone of a native oak tree, all work shall occur consistent with the City's Tree Preservation Ordinance requirements.	Implement protection measures to protect oak woodlands, riparian areas and associated native trees from project-related impacts	City of Roseville	Prior to and during construction	Development Services Department

Table 4-1 Dry Creek Greenway East Trail Mitigation Monitoring Plan

Impact	Mitigation Measures	Action(s)	Implementing Party	Timing	Monitoring Party
	b. For those trees that cannot be avoided, the City shall comply with any riparian habitat conditions to comply with the Compensatory Wetland, Stream and Riparian Mitigation and Monitoring Plan that will be developed during the Section 404, Section 401, and Section 1602 permitting process as described in Mitigation Measure 4.3-1. Additionally, the City shall implement the following: 1. An arborist report shall be conducted to identify the species and quantities of trees that will be removed to implement the project. 2. If native oak trees are removed, they shall be replaced as outlined in the City's Tree Preservation Ordinance 19.66.070. A Tree Planting and Maintenance Plan showing species, size, spacing and location of plantings, and the location and species of established vegetation shall be prepared. A monitoring program shall also be established to ensure compliance with any prescribed mitigation measures established by the project and to monitor the oak woodland restoration area. 3. Fully implement Mitigation Measure 4.3-1, which requires the City to secure and comply with a CDFW Streambed Alteration Agreement that would include a riparian restoration component.	Comply with the Compensatory Wetland, Stream and Riparian Mitigation and Monitoring Plan	City of Roseville	As required by permit conditions	Development Services Department
Impact 4.3-9: Disturbance or loss of special-status plants – Sanford's arrowhead.	Mitigation Measure 4.3-9: Special-status plants – Sanford's arrowhead. This mitigation would apply for the Proposed Trail Alignment, Alternative Alignments 1A, 1C, and 5A. The City shall implement the following measures to reduce potential impacts on Sanford's arrowhead: a. Prior to project construction and during the blooming period for Sanford's arrowhead (May – November), a qualified botanist shall conduct floristic-level surveys for Sanford's arrowhead in areas where potentially suitable habitat would be removed or disturbed by project activities. The normal blooming period for Sanford's arrowhead generally indicates the optimal survey period when the species is most identifiable. b. If no Sanford's arrowhead plants are found, the botanist shall document the findings in a letter report to the City of Roseville and CDFW and no further mitigation shall be required.	Qualified botanist shall conduct floristic-level surveys for Sanford's arrowhead Document findings in letter report	City of Roseville City of Roseville	Prior to project construction, between May and November Post survey	Development Services Department Development Services Department

Table 4-1 Dry Creek Greenway East Trail Mitigation Monitoring Plan

Impact	Mitigation Measures	Action(s)	Implementing Party	Timing	Monitoring Party
	c. If Sanford's arrowhead plants are found that cannot be avoided during construction, the City shall consult with CDFW to determine the appropriate mitigation measures for direct and indirect impacts that could occur as a result of project construction and shall implement the agreed-upon mitigation measures to achieve no net loss of occupied habitat or individuals. Mitigation measures may include preserving and enhancing existing populations, creation of offsite (but within the stream reach) populations on project mitigation sites through seed collection or transplantation, and/or restoring or creating suitable habitat in sufficient quantities to achieve no net loss of occupied habitat and/or individuals. Potential mitigation sites could include suitable locations along the stream but outside of the construction areas. A mitigation and monitoring plan shall be developed describing how unavoidable losses of special-status plants will be compensated. d. If relocation efforts are part of the mitigation plan, the plan shall include details on the methods to be used, including collection, storage, propagation, receptor site preparation, installation, long-term protection and management, monitoring and reporting requirements, success criteria, and remedial action responsibilities should the initial effort fail to meet long-term monitoring requirements. e. Success criteria for preserved and compensatory populations shall include: 1. The extent of occupied area and plant density (number of plants per unit area) in compensatory populations shall be equal to or greater than the affected occupied habitat. 2. Compensatory and preserved populations shall be self-producing. Populations shall be considered self-producing when: I. plants reestablish annually for a minimum of five years with no human intervention such as supplemental seeding; II. reestablished and preserved habitats contain an occupied area and flower density comparable to existing occupied habitat areas in similar habitat types in the project vicinity. 3. If off-site mitigation includes dedication of conservation easements, purchase of mitigation credits, or other off-site conservation measures, the details of these measures shall be included in the	Consult with CDFW to determine the appropriate mitigation measures	City of Roseville	Post survey	Development Services Department

Table 4-1 Dry Creek Greenway East Trail Mitigation Monitoring Plan

Impact	Mitigation Measures	Action(s)	Implementing Party	Timing	Monitoring Party
	mitigation plan, including information on responsible parties for long-term management, conservation easement holders, long-term management requirements, success criteria such as those listed above and other details, as appropriate to target the preservation of long term viable populations.				
Impact 4.3-10: Impacts on movement of native resident or migratory fish or wildlife species or migratory wildlife corridors or impede the use of native wildlife nursery sites.	Mitigation Measure 4.3-10: Movement of native resident or migratory fish or wildlife species or migratory wildlife corridors or impede the use of native wildlife nursery sites. This mitigation would apply for the Proposed Trail Alignment, Alternative Alignments 1A, 1C, and 5A. Implementation of Mitigation Measure 4.3-1 and Mitigation Measure 4.3-2 would ensure that impacted habitats are mitigated for or restored, and work windows would prevent impact to migratory fish species. The work windows would allow the fish to freely use the stream corridors during migration to and from the streams. Impacted habitats (i.e., aquatic, riparian and SRA) would be restored or mitigated for and although affected their long-term function as breeding or nursery site would not be impacted. a. Implement Mitigation Measure 4.3-1 Wetlands, Waters of the United States, waters of the state and riparian habitat. b. Implement Mitigation Measure 4.3-2 Central Valley Steelhead and Central Valley Fall-run Chinook Salmon.	Restore or mitigate for Impacted habitats (i.e., aquatic, riparian and SRA).	City of Roseville	Post-construction activities, as required by permit conditions	Development Services Department
4.4 Cultural Resources					
Impact 4.4-1: Disturb archaeological resources, including tribal cultural resources.	Mitigation Measure 4.4-1: Proper Handling of Archaeological Resources. This mitigation would apply for the Proposed Trail Alignment, Alignment Options 1A, 1C, and 5A. A minimum of seven days prior to beginning earthwork or other soil disturbance activities, the City shall notify UAIC of the proposed earthwork start-date. As part of this notification, a UAIC tribal representative shall be invited to inspect the project site, including any soil piles, trenches, or other disturbed areas, within the first five days of groundbreaking activity. During this inspection, a site meeting of construction personnel shall also be held to afford the tribal representative the opportunity to provide cultural resources awareness information.	Notify UAIC of the proposed earthwork start-date	City of Roseville	Notify UAIC at least seven days prior to beginning earthwork or other soil disturbance activities; UAIC site inspection to occur within first 5 days of groundbreaking activity	Development Services Department

Table 4-1 Dry Creek Greenway East Trail Mitigation Monitoring Plan

Impact	Mitigation Measures	Action(s)	Implementing Party	Timing	Monitoring Party
	If any cultural resources, such as structural features, unusual amounts of bone or shell, artifacts, human remains, or architectural remains are encountered during this initial inspection or during any subsequent construction activities, work shall be suspended within 100 feet of the find, and the City's Project Manager shall immediately notify the City of Roseville Development Services Director. The City's Project Manager, in consultation with the City's Environmental Coordinator, shall coordinate any necessary investigation of the site with a qualified archaeologist approved by the City, and as part of the site investigation and resource assessment the archeologist shall consult with the UAIC and provide proper management recommendations should potential impacts to the resources be found by the City to be significant. A written report detailing the site assessment, coordination activities, and management recommendations shall be provided to the City by the qualified archaeologist. Possible management recommendations for unique archaeological resources could include resource avoidance or, where avoidance is infeasible in light of project design or layout or is unnecessary to avoid significant effects, preservation in place or other measures. The contractor shall implement any measures deemed by City staff to be necessary and feasible to avoid or minimize significant effects to the cultural resources.	Suspend work within 100 feet of structural features, unusual amounts of bone or shell, artifacts, human remains, or architectural remains find	City of Roseville	During initial inspection or during any subsequent construction activities	Development Services Department
Impact 4.4-2: Accidental discovery of human remains.	Mitigation Measure 4.4-2: Stop work if human remains are discovered. This mitigation would apply for the Proposed Trail Alignment, Alignment Options 1A, 1C, and 5A. If human remains are discovered during any construction activities, potentially damaging ground-disturbing activities in the area of the remains shall be halted immediately, and the project applicant shall notify the Placer County coroner and the NAHC immediately, according to Section 5097.98 of the State Public Resources Code and Section 7050.5 of California's Health and Safety Code. If the remains are determined by the NAHC to be Native American, the guidelines of the NAHC shall be adhered to in the treatment and disposition of the remains. The City shall also retain a professional archaeologist with Native American burial experience to assist the City of Roseville, the landowner, and the MLD with any management steps prescribed in California Health and Safety Code Section 7050.5 and California PRC Section 5097.98. Following the coroner's and NAHC's findings, the NAHC-designated MLD and the landowner shall determine	Halt ground disturbing activities and notify the Placer County coroner and the NAHC immediately	City of Roseville	During construction	Development Services Department

Table 4-1 Dry Creek Greenway East Trail Mitigation Monitoring Plan

Impact	Mitigation Measures	Action(s)	Implementing Party	Timing	Monitoring Party
	the ultimate treatment and disposition of the remains and take appropriate steps to ensure that additional human interments are not disturbed. The responsibilities for acting upon notification of a discovery of Native American human remains are identified in California Public Resources Code Section 5097.94.				
4.7 Hazards and Hazardous Materials					
Impact 4.7-5: Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are located adjacent to urbanized areas or where residences are intermixed with wildlands during project construction.	Mitigation Measure 4.7-5: Clear flammable materials within the project site prior to construction. This mitigation would apply for the Proposed Trail Alignment, Alignment Options 1A, 1C, and 5A. If dry vegetation or other fire fuels exist on or near staging areas, welding areas, or any other area on which equipment will be operated, contractors shall clear the immediate area of fire fuel prior to construction. To the extent feasible, areas subject to construction activities will be maintained free of fire fuel and debris during the course of construction. To avoid impacts to natural resources, areas to be cleared and appropriate clearing methods shall be identified with the assistance of a qualified biologist.	Clear staging areas, welding areas, or any other area on which equipment will be operated of fire fuel	City of Roseville	Prior to start of construction activities	Development Services Department
4.10 Noise					
Impact 4.10-1: Short-term construction-related noise.	Mitigation Measure 4.10-1: Employ Noise-Reducing Construction Practices This mitigation will apply to the Proposed Trail Alignment and Alignment Options 1A, 1C, and 5A. Feasible measures that can be used to limit construction noise include the following: ▲ Locate stationary noise generating construction equipment as far as feasible from noise-sensitive uses. ▲ Do not idle inactive construction equipment for prolonged periods (i.e., more than 5 minutes). ▲ Prohibit unmuffled engine exhaust systems. All construction equipment powered by gasoline or diesel engines shall have factory-installed sound control devices, or sound control devices	Limit construction noise, per Mitigation Measure 4.10-1	Contractor and City of Roseville	Prior to and during construction	Development Services Department

Table 4-1 Dry Creek Greenway East Trail Mitigation Monitoring Plan

Impact	Mitigation Measures	Action(s)	Implementing Party	Timing	Monitoring Party
	that are at least as effective as those originally provided by the manufacturer, and all equipment shall be operated and maintained in good working order to minimize noise generation pursuant to Section 9.24.030 of the Noise Ordinance. ▲ The contractor shall provide advance written notification to owners and renters of buildings located within 50 feet of construction activities. The notice shall explain when construction is expected. The notice shall include contact information for the project manager. ▲ When construction occurs outside of the typical daytime and early evening hours (7:00 a.m. – 7:00 p.m. Monday-Friday and 8:00 a.m. – 8:00 p.m. Saturday and Sunday) or within 50 feet of noise sensitive commercial or office buildings, the use of noise-generating construction equipment will be avoided to the extent feasible. When not feasible, construction contractors will specify proposed noise-reducing construction practices or alternative schedules that will be employed to reduce construction noise. Measures specified by the contractors will be reviewed and approved by the City prior to construction activities. In these situations, feasible noise reduction measures include the following: ▼ Alternative construction schedule to minimize disturbance to normal office operations; and/or ▼ Use temporary noise-reducing barriers positioned between noise-generating equipment (including hand operated jack hammers) and the sensitive receptor building. Such barriers may include commercially manufactured noise-insulating blankets/quilts or as equal materials with similar noise reduction performance as approved by the resident engineer. When temporary barrier units are joined together, the mating surfaces shall be flush with each other with no gaps.				
Impact 4.10-3: Exposure to construction-related	Mitigation Measure 4.10-3: Reduce exposure to construction-generated ground vibration. This mitigation will apply to the Proposed Trail Alignment and Alignment Options 1A, 1C, and 5A.	Specify construction practices that reduce the adverse effects of ground vibration	Construction Contractor and City of Roseville	Prior to and during construction	Development Services Department

Table 4-1 Dry Creek Greenway East Trail Mitigation Monitoring Plan

Impact	Mitigation Measures	Action(s)	Implementing Party	Timing	Monitoring Party
groundborne vibrations.	Construction documents shall specify construction practices that reduce the adverse effects of ground vibration associated with project construction activities. Measures specified by the design engineer will be reviewed and approved by the City prior to approval of the plans and specifications and may include, but are not limited to, the measures listed below. ▲ Implement Mitigation Measure 4.10-1. ▲ All construction equipment on construction sites shall be operated as far away from vibration- and noise-sensitive sites as reasonably feasible. ▲ Earthmoving, dozing, and ground-impacting operations shall be phased so as not to occur simultaneously in areas close to offsite sensitive receptors, to the extent feasible. The total vibration level produced could be significantly less when each vibration source is operated at separate times. ▲ As part of final design, project engineers shall identify areas on the project plans where work may be constrained due to proximity of structures. The designs shall specify requirements that during project construction on the trail alignment, no heavy vibratory equipment (i.e., the types of equipment listed in Table 4.10-5), shall be operated within 13 feet of off-site building structures unless otherwise approved in writing by the City Engineer. Non-vibratory equipment, such as hand tools, and handheld vibratory compactors and rollers may be used. Use of different material types including slurry cement and concrete paving approved by the Engineer, may be used to reduce or eliminate the need for vibratory equipment. Those portions of the project site located within 13 feet of an off-site building structure shall be identified on construction documents and demarcated with stakes, flags, rope and/or markings on the ground. ▲ For Option 5A, locate caisson drilling for Bridge 14 forty-three (43) feet or greater from existing occupied structures, if feasible. ▲ Staging areas shall be adjusted and temporary fencing shall be installed to ensure that loaded trucks shall not operate within 13 feet of existing structures.				

Table 4-1 Dry Creek Greenway East Trail Mitigation Monitoring Plan

Impact	Mitigation Measures	Action(s)	Implementing Party	Timing	Monitoring Party
4.13 Transportation and Circulation					
4.13-1: Safety-related traffic impacts.	Mitigation Measure 4.13-1: Prepare Traffic Management Plan. This mitigation would apply for the Proposed Trail Alignment, Alignment Options 1A, 1C, and 5A. The City shall require the construction contractor to prepare for city approval and implement a traffic management plan before construction activities begin. Before the beginning of construction on the project site, the contractor shall prepare a detailed traffic management plan that will be subject to review and approval by the City Department of Public Works. The plan shall ensure maintenance of safe and acceptable operating conditions for local roadways, bicycle and pedestrian facilities, and transit routes. The Traffic Management Plan shall regulate maintenance of traffic during each construction season and comply with agency standards to promote safe and efficient travel for the public and construction workers through the work zones. The plan shall include provisions for regular inspections to assess contractor compliance, signage to direct traffic, and public noticing, as appropriate. Methods in the plan may include (but are not limited to): ▲ appropriately sequencing activities (e.g., segment phasing, timing of grading, hours of construction) to minimize conflicts with traffic on affected roadways, ▲ maintaining traffic flow in the project area to the extent feasible, ▲ maintaining bicycle and pedestrian access along Riverside Avenue, and ▲ using flaggers to direct traffic, as needed, for ingress or egress of large trucks and other vehicles.	Construction contractor shall prepare and implement a traffic management plan	Construction Contractor and City of Roseville	Prior to start of construction activities	Department of Public Works

APPENDIX B

Regulatory Permits

Central Valley Regional Water Quality Control Board

22 November 2022

Dominick Casey
City of Roseville
311 Vernon Street
Roseville CA 95678

CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION AND ORDER FOR THE DRY CREEK GREENWAY EAST TRAIL PROJECT, PLACER COUNTY (WDID#5A31CR00583)

Enclosed please find a Clean Water Act Section 401 Water Quality Certification and Order, authorized by Central Valley Water Quality Control Board. This Order is issued to City of Roseville for Dry Creek Greenway East Trail Project (Project). Attachments A through G of the Enclosure are also part of the Order.

This Order is issued in response to an application submitted by City of Roseville for proposed Project discharges to waters of the state, to ensure that the water quality standards for all waters of the state impacted by the Project are met. You may proceed with your Project according to the terms and conditions of the enclosed Order.

Please review your Order carefully to ensure that you understand all aspects of the Order. Note that this Order requires reporting and notification. Requirements for the content of the reporting and notification requirements are detailed in Attachment D, including specifications for photo and map documentation during the Project. Written reports and notifications must be submitted using the Reporting and Notification Cover Sheet located in Attachment D, which must be signed by the Permittee or an authorized representative.

These reports, notifications, and other submissions must be submitted in a searchable Portable Document Format (PDF). Documents less than 50 MB must be emailed to: centralvalleysacramento@waterboards.ca.gov. In the subject line of the email, include the Central Valley Water Board Contact, Project name, and WDID. Documents that are 50 MB or larger must be transferred to a disk and mailed to the Central Valley Water Board Contact.

If you require further assistance, please contact me by phone at (916) 464-4710 or by email at Sara.Gevorgyan@waterboards.ca.gov. You may also contact Stephanie

Tadlock, Unit Supervisor, by phone at (916) 464-4644 or by email at Stephanie.Tadlock@waterboards.ca.gov.

Sara Gevorgyan
Environmental Scientist
401 Water Quality Certification Unit

Enclosures (1): Order for Dry Creek Greenway East Trail Project

cc: [Via email only] (w/ enclosure):

Kaitlyn Pascus (SPK-2021-00087)
United States Army Corps of Engineers
Sacramento District Headquarters
Regulatory Division
SPKRegulatoryMailbox@usace.army.mil

United States Environmental Protection Agency
R9CWA401@epa.gov

CWA Section 401 WQC Program
Division of Water Quality
State Water Resources Control Board
Stateboard401@waterboards.ca.gov

Stephanie Tadlock
Unit Supervisor
Central Valley Regional Water Quality Control Board, Sacramento
Stephanie.Tadlock@waterboards.ca.gov

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Principal Biologist
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Noah Siviglia
City of Roseville
nsiviglia@roseville.ca.us

Central Valley Regional Water Quality Control Board

CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION AND ORDER

Effective Date: 22 November 2022

Expiration Date: 21 November 2027

Program Type: Fill/Excavation

Project Type: Outdoor Recreation

Project: Dry Creek Greenway East Trail Project

Applicant: City of Roseville

Applicant Contact: Dominick Casey
City of Roseville
311 Vernon Street
Roseville CA 95678
Phone: (916) 774-5362
Email: dcasey@roseville.ca.us

Applicant's Agent: Noah Siviglia
City of Roseville
311 Vernon Street
Roseville CA 95678
Phone: (916) 746-1300
Email: nsiviglia@roseville.ca.us

Water Board Staff: Sara Gevorgyan
Environmental Scientist
11020 Sun Center Drive, Suite 200
Rancho Cordova, CA 95670
Phone: (916) 464-4710
Email: Sara.Gevorgyan@waterboards.ca.gov

Water Board Contact Person: If you have any questions, please call Regional Water Quality Control Board, Central Valley Region (Central Valley Water Board) Staff listed above or (916) 464-3291 and ask to speak with the Water Quality Certification Unit Supervisor.

Reg. Meas. ID:	448996
Place ID:	882943
WDID No.:	5A31CR00583
USACE No.:	NWP 14 Reporting

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I. Order

This Clean Water Act (CWA) section 401 Water Quality Certification action and Order (Order) is issued at the request of City of Roseville (hereinafter Permittee) for the Project. This Order is for the purpose described in application and supplemental information submitted by the Permittee. The application was received on 27 July 2022. The application was deemed complete on 9 September 2022.

Central Valley Water Board staff requested additional information necessary to supplement the contents of the complete application and the Permittee responded to the request for supplemental information on the following dates:

Date of Request for Supplemental Information: **7 October 2022**
Date all requested information was received: **14 November 2022**

II. Public Notice

The Central Valley Water Board provided public notice of the application pursuant to California Code of Regulations, title 23, section 3858 from 26 August 2022 to 23 September 2022. The Central Valley Water Board did not receive any comments during the comment period.

III. Project Purpose

The purpose of the Project is to create a connection from schools and businesses to residential neighborhoods and provide important regional connections as it is part of a series of existing and planned paths that will form a loop around the greater South Placer/Sacramento area.

IV. Project Description

A 2.3-mile, paved, multi-use trail that includes constructing three bridges and modifying two bridges to provide creek crossings throughout the trail alignment. Project elements resulting in permanent impacts include placing new abutments, bridge decks, rock walls, gabions, rock slope protection, and constructing a paved bike trail. Temporary impacts include installing temporary low-water crossings, staging areas, and water diversions, and, in addition, temporary access and staging areas for construction equipment.

V. Project Location

County: Placer

Nearest City: Roseville

Section 7,11,12,17,18 Township 10 N, Range 6 E, 7 E

Latitude: 38°42'31.75", and Longitude: -120°57'24.34"

Maps showing the Project location are found in Attachment A of this Order.

VI. Project Impact and Receiving Waters Information

The Project is located within the jurisdiction of the Central Valley Water Board. Receiving waters and groundwater potentially impacted by this Project are protected in accordance with the Water Quality Control Plan for the Sacramento River and San Joaquin River Basins, Fifth Edition, May 2018 (Basin Plan). The plan for the region and other plans and policies may be accessed at the [State Water Resources Control Board's Plans and Policies Web page](http://www.waterboards.ca.gov/plans_policies/) (http://www.waterboards.ca.gov/plans_policies/). The Basin Plan includes water quality standards, which consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies.

It is the policy of the State of California that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes. This Order promotes that policy by requiring discharges to meet maximum contaminant levels designed to protect human health and ensure that water is safe for domestic use.

Project impact and receiving waters information can be found in Attachment B. Table 1 of Attachment B shows the receiving waters and beneficial uses of waters of the state impacted by the Project. Individual impact location and quantity is shown in Table 2 of Attachment B.

VII. Description of Direct Impacts to Waters of the State

The proposed Project requires temporary and permanent disturbance below the ordinary high-water mark (OHWM) of Dry, Cirby, and Linda Creeks for installing bridges, roadway undercrossings, and stabilizing stream banks. Except for Darling Way Bridge, all proposed bridges will fully span the low-flow channel of the stream. The Darling Way Bridge requires one pile to be installed within the low-flow channel of the stream.

Total Project fill/excavation quantities for all impacts are summarized in Tables 1 and 2. Permanent impacts are categorized as those resulting in a physical loss in area and also those degrading ecological condition.

Table 1: Total Project Fill/Excavation Quantity for Temporary Impacts¹

Aquatic Resources Type	Acres	Cubic Yards	Linear Feet
Stream Channel	0.191	308	159

¹ Includes only temporary direct impacts to waters of the state and does not include area of temporary disturbance which could result in a discharge to waters of the state. Temporary impacts, by definition, are restored to pre-project conditions and therefore do not include a physical loss of area or degradation of ecological condition.

Table 2: Total Project Fill/Excavation Quantity for Permanent Impacts

Aquatic Resources Type	Acres	Cubic Yards	Linear Feet
Stream Channel	0.231	372	193

VIII. Description of Indirect Impacts to Waters of the State

The Central Valley Water Board recognizes the potential for indirect impacts to waters of the state associated with the Project.

Indirect impacts anticipated with the implementation of this Project may be increased sedimentation and turbidity, which can adversely affect water quality and impact adult fish through gill fouling, reduced foraging ability, and reduced predator avoidance. High concentrations of pollutants can also cause indirect effects to aquatic resources, including fish mortality from exposure or increased susceptibility to disease.

IX. Avoidance and Minimization

To minimize the potential effects of construction on water quality and resources, the Permittee shall implement all measures required as described in the Order. According to the Permittee, the following measures will be in place during construction activities to avoid, reduce, and minimize impacts to waters of the state:

- Indirect impacts will be minimized through the implementation of the proposed Best Management Practices (BMPs) and limiting in-water construction activities to the dry season between the dates of June 15 and October 15.

The Project will add 3.65 acres of new impervious surfaces. Impervious surfaces cause reduced base flows through decreased groundwater recharge; increased erosion and sedimentation via hydro-modification (i.e., any activity that increases the velocity and volume (flow rate) affecting residence time, and alters the natural timing of runoff); and accumulation of pollutants that are subsequently discharged in storm water after construction.

X. Compensatory Mitigation

The Permittee has agreed to provide compensatory mitigation for direct and indirect impacts, described in section VII for permanent impacts.

XI. California Environmental Quality Act (CEQA)

On April 13, 2019, the City of Roseville, as lead agency, certified an Environmental Impact Report (EIR) (State Clearinghouse (SCH) No. 2013112042) for the Project

and filed a Notice of Determination (NOD) at the SCH on March 21, 2019. Pursuant to CEQA, the Central Valley Water Board has made Findings of Facts (Findings) which support the issuance of this Order and are included in Attachment C.

XII. Petitions for Reconsideration

Any person aggrieved by this action may petition the State Water Board to reconsider this Order in accordance with California Code of Regulations, title 23, section 3867. A petition for reconsideration must be submitted in writing and received within 30 calendar days of the issuance of this Order.

XIII. Fees Received

An application fee of \$2,417.00 was received on 28 July 2022. The fee amount was determined as required by California Code of Regulations, title 23, sections 3833(b)(3) and 2200(a)(3) and was calculated as Category A - Fill & Excavation Discharges (fee code 84) with the dredge and fill fee calculator.

An additional fee of \$6,631.00 based on total Project impacts was received on 14 November 2022.

XIV. Conditions

The Central Valley Water Board has independently reviewed the record of the Project to analyze impacts to water quality and designated beneficial uses within the watersheds of the Project. In accordance with this Order, the Permittee may proceed with the Project under the following terms and conditions:

A. Authorization

Impacts to waters of the state shall not exceed quantities shown in Tables 1 through 2.

B. Reporting and Notification Requirements

The following section details the reporting and notification types and timing of submittals. Requirements for the content of these reporting and notification types are detailed in Attachment D, including specifications for photo and map documentation during the Project. Written reports and notifications must be submitted using the Reporting and Notification Cover Sheet located in Attachment D, which must be signed by the Permittee or an authorized representative.

The Permittee must submit all notifications, submissions, materials, data, correspondence, and reports in a searchable Portable Document Format (PDF). Documents less than 50 MB must be emailed to:
centralvalleysacramento@waterboards.ca.gov.

In the subject line of the email, include the Central Valley Water Board Contact, Project Name, and WDID No. Documents that are 50 MB or larger must be transferred to a disk and mailed to the Central Valley Water Board Contact.

1. Project Reporting

- a. **Monthly Reporting:** The Permittee must submit a Monthly Report to the Central Valley Water Board on the **1st day of each month** beginning the month after the submittal of the Commencement of Construction Notification. Monthly reporting shall continue until the Central Valley Water Board issues a Notice of Project Complete Letter to the Permittee.
- b. **Annual Reporting:** The Permittee shall submit an Annual Report each year on the 1st day of December, one year after the effective date of the Order. Annual reporting shall continue until the Central Valley Water Board issues a Notice of Project Complete Letter to the Permittee.

2. Project Status Notifications

- a. **Commencement of Construction:** The Permittee shall submit a Commencement of Construction Report at least seven (7) days prior to start of initial ground disturbance activities and corresponding Waste Discharge Identification Number (WDID No.) issued under the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ; NPDES No. CAS000002).
- b. **Request for Notice of Completion of Discharges Letter:** The Permittee shall submit a Request for Notice of Completion of Discharges Letter following completion of active Project construction activities, including any required restoration and permittee-responsible mitigation. This request shall be submitted to the Central Valley Water Board staff within thirty (30) days following completion of all Project construction activities. Upon acceptance of the request, Central Valley Water Board staff shall issue a Notice of Completion of Discharges Letter to the Permittee which will end the active discharge period.
- c. **Request for Notice of Project Complete Letter:** The Permittee shall submit a Request for Notice of Project Complete Letter when construction and/or any post-construction monitoring is complete, and no further Project activities will occur. Completion of post-construction monitoring shall be determined by Central Valley Water Board staff and shall be contingent on successful attainment of restoration and mitigation performance criteria. This request shall be submitted to Central Valley Water Board staff within thirty (30) days following completion of all Project activities. Upon approval of the request, the Central Valley Water Board staff shall issue a Notice of Project Complete Letter to the Permittee which will end the post discharge monitoring period.

3. Conditional Notifications and Reports:

The following notifications and reports are required as appropriate.

a. Accidental Discharges of Hazardous Materials²:

Following an accidental discharge of a reportable quantity of a hazardous material, sewage, or an unknown material, the following applies (Water Code, Section 13271):

- i. As soon as (A) Permittee has knowledge of the discharge or noncompliance, (B) notification is possible, and (C) notification can be provided without substantially impeding cleanup or other emergency measures then:
 - first call – 911 (to notify local response agency)
 - then call – Office of Emergency Services (OES) State Warning Center at:(800) 852-7550 or (916) 845-8911
 - Lastly, follow the required OES, procedures as set forth in the [Office of Emergency Services' Accidental Discharge Notification Web page](http://www.caloes.ca.gov/FireRescueSite/Documents/CalOES-Spill_Booklet_Feb2014_FINAL_BW_Acc.pdf) (http://www.caloes.ca.gov/FireRescueSite/Documents/CalOES-Spill_Booklet_Feb2014_FINAL_BW_Acc.pdf).
- ii. Following notification to OES, the Permittee shall notify Central Valley Water Board, as soon as practicable (ideally within 24 hours). Notification may be delivered via written notice, email, or other verifiable means.
- iii. Within five (5) working days of notification to the Central Valley Water Board, the Permittee must submit an Accidental Discharge of Hazardous Material Report.

b. Violation of Compliance with Water Quality Standards:

The Permittee shall notify the Central Valley Water Board of any event causing a violation of compliance with water quality standards. Notification may be delivered via written notice, email, or other verifiable means.

² "Hazardous material" means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. "Hazardous materials" include, but are not limited to, hazardous substances, hazardous waste, and any material that a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment. (Health & Safety Code, Section 25501.)

- i. This notification must be followed within three (3) working days by submission of a Violation of Compliance with Water Quality Standards Report.

c. In-Water Work and Diversions:

- i. The Permittee shall notify the Central Valley Water Board at least forty-eight (48) hours prior to initiating work in water or stream diversions. Notification may be delivered via written notice, email, or other verifiable means.
- ii. Within three (3) working days following completion of work in water or stream diversions, an In-Water Work/Diversions Water Quality Monitoring Report must be submitted to Central Valley Water Board staff.

d. Modifications to Project:

Project modifications may require an amendment of this Order. The Permittee shall give advance notice to Central Valley Water Board staff if Project implementation as described in the application materials is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority by submitting a Modifications to Project Report. The Permittee shall inform Central Valley Water Board staff of any Project modifications that will interfere with the Permittee's compliance with this Order. Notification may be made in accordance with conditions in the certification deviation section of this Order.

e. Transfer of Property Ownership:

This Order is not transferable in its entirety or in part to any person or organization except after notice to the Central Valley Water Board in accordance with the following terms:

- i. The Permittee must notify the Central Valley Water Board of any change in ownership or interest in ownership of the Project area by submitting a Transfer of Property Ownership Report. The Permittee and purchaser must sign and date the notification and provide such notification to the Central Valley Water Board at least 10 days prior to the transfer of ownership. The purchaser must also submit a written request to the Central Valley Water Board to be named as the permittee in a revised order.
- ii. Until such time as this Order has been modified to name the purchaser as the permittee, the Permittee shall continue to be responsible for all requirements set forth in this Order.

f. Transfer of Long-Term BMP Maintenance:

If maintenance responsibility for post-construction BMPs is legally transferred, the Permittee must submit to the Central Valley Water Board a copy of such documentation and must provide the transferee with a copy

of a long-term BMP maintenance plan that complies with manufacturer or designer specifications. The Permittee must provide such notification to the Central Valley Water Board with a Transfer of Long-Term BMP Maintenance Report at least 10 days prior to the transfer of BMP maintenance responsibility.

C. Water Quality Monitoring

1. General:

If surface water is present continuous visual surface water monitoring shall be conducted during active construction periods to detect accidental discharge of construction related pollutants (e.g. oil and grease, turbidity plume, or uncured concrete). Sampling is not required in a wetland where the entire wetland is being permanently filled, provided there is no outflow connecting the wetland to surface waters. The Permittee shall perform surface water sampling:

- a. when performing any in-water work;
- b. during the entire duration of temporary surface water diversions;
- c. in the event that the Project activities result in any materials reaching surface waters; or
- d. when any activities result in the creation of a visible plume in surface waters.

2. Accidental Discharges/Noncompliance:

Upon occurrence of an accidental discharge of hazardous materials or a violation of compliance with a water quality standard, Central Valley Water Board staff may require water quality monitoring based on the discharge constituents and/or related water quality objectives and beneficial uses.

3. In-Water Work or Diversions:

During planned in-water work, dewatering activities, or during the installation of removal of temporary water diversions, any discharge(s) to waters of the state shall conform to the following water quality standards:

- a. Waters shall not contain oils, greases, waxes, or other materials in concentrations that cause nuisance, result in a visible film or coating on the surface of the water or on objects in the water, or otherwise adversely affect beneficial uses.
- b. Activities shall not cause turbidity increases in surface water to exceed:
 - i. where natural turbidity is less than 1 Nephelometric Turbidity Units (NTUs), controllable factors shall not cause downstream turbidity to exceed 2 NTU;

- ii. where natural turbidity is between 1 and 5 NTUs, increases shall not exceed 1 NTU;
- iii. where natural turbidity is between 5 and 50 NTUs, increases shall not exceed 20 percent;
- iv. where natural turbidity is between 50 and 100 NTUs, increases shall not exceed 10 NTUs;
- v. where natural turbidity is greater than 100 NTUs, increases shall not exceed 10 percent.

In determining compliance with the above limits, appropriate averaging periods may be applied provided that beneficial uses will be fully protected. Averaging periods may only be used with prior permission of the Central Valley Water Board Executive Officer.

Sampling during in-water work or during the entire duration of temporary water diversions shall be conducted in accordance with Table 3 sampling parameters.³ The sampling requirements in Table 3 shall be conducted upstream out of the influence of the Project, and approximately 300 feet downstream of the work area.

The sampling frequency and/or monitoring locations may be modified for certain projects with written approval from Central Valley Water Board staff. An In-Water Work and Diversion Water Quality Monitoring Report, as described in Attachment D, shall be submitted within two weeks on initiation of in-water construction, and every two weeks thereafter. An In-Water Work and Diversion Water Quality Monitoring Report, as described in Attachment D, shall be submitted within two weeks on initiation of in-water construction, and the remaining In-Water Work and Diversion Water Quality Monitoring shall be submitted with the Request for Notice of Completion of Discharges letter. In reporting the data, the Permittee shall arrange the data in tabular form so that the sampling locations, date, constituents, and concentrations are readily discernible. The data shall be summarized in such a manner to illustrate clearly whether the Project complies with Order requirements. The report shall include surface water sampling results, visual observations, and

³ Pollutants shall be analyzed using the analytical methods described in 40 Code of Federal Regulations Part 136; where no methods are specified for a given pollutant, the method shall be approved by Central Valley Water Board staff. Grab samples shall be taken between the surface and mid-depth and not be collected at the same time each day to get a complete representation of variations in the receiving water. A hand-held field meter may be used, provided the meter utilizes a U.S. EPA-approved algorithm/method and is calibrated and maintained in accordance with the manufacturer's instructions. A calibration and maintenance log for each meter used for monitoring shall be maintained onsite.

identification of the turbidity increase in the receiving water applicable to the natural turbidity conditions specified in the turbidity criteria in XIV.C.3.

If no sampling is required, the Permittee shall submit a written statement stating, "No sampling was required" within two weeks on initiation of in-water construction, and every two weeks thereafter.

Table 3: Sample Type and Frequency Requirements

Parameter	Unit of Measurement	Type of Sample	Minimum Frequency
Turbidity	NTU	Grab	Every 4 hours
Visible construction related pollutants ⁴	Observations	Visual Inspections	Continuous throughout the construction period

4. Post-Construction:

Visually inspect the Project site during the rainy season for one year following completion of active Project construction activities to ensure excessive erosion, stream instability, or other water quality pollution is not occurring in or downstream of the Project site. If water quality pollution is occurring, contact the Central Valley Water Board staff member overseeing the Project within three (3) working days. The Central Valley Water Board may require the submission of a Violation of Compliance with Water Quality Standards Report. Additional permits may be required to carry out any necessary site remediation.

D. Standard

1. This Order is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Water Code section 13330, and California Code of Regulations, title 23, Chapter 28, article 6 commencing with sections 3867-3869, inclusive. Additionally, the Central Valley Water Board reserves the right to suspend, cancel, or modify and reissue this Order, after providing notice to the Permittee, if the Central Valley Water Board determines that: the Project fails to comply with any of the conditions of this Order; or, when necessary to implement any new or revised water quality standards and implementation plans adopted or approved pursuant to the Porter-Cologne Water Quality Control Act (Water Code, section 13000 et seq.) or federal Clean Water Act section 303 (33 U.S.C. section 1313). For purposes of Clean Water Act section 401(d), the condition constitutes a limitation necessary to assure compliance with water quality standards and appropriate requirements of state law.

⁴ Visible construction-related pollutants include oil, grease, foam, fuel, petroleum products, and construction-related, excavated, organic or earthen materials.

2. This Order is not intended and shall not be construed to apply to any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license, unless the pertinent certification application was filed pursuant to subsection 3855(b) of chapter 28, title 23 of the California Code of Regulations, and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
3. This Order is conditioned upon total payment of any fee required under title 23 of the California Code of Regulations and owed by the Permittee.
4. In the event of any violation or threatened violation of the conditions of this Order, the violation or threatened violation shall be subject to any remedies, penalties, process, or sanctions as provided for under state and federal law. For purposes of Clean Water Act, section 401(d), the applicability of any state law authorizing remedies, penalties, processes, or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this Order.

E. General Compliance

1. Failure to comply with any condition of this Order shall constitute a violation of the Porter-Cologne Water Quality Control Act and the Clean Water Act. The Permittee and/or discharger may then be subject to administrative and/or civil liability pursuant to Water Code section 13385.
2. Permitted actions must not cause a violation of any applicable water quality standards, including impairment of designated beneficial uses for receiving waters as adopted in the Basin Plans by any applicable Regional Water Board or any applicable State Water Board (collectively Water Boards) water quality control plan or policy. The source of any such discharge must be eliminated as soon as practicable.
3. In response to a suspected violation of any condition of this Order, the Central Valley Water Board may require the holder of this Order to furnish, under penalty of perjury, any technical or monitoring reports the Water Boards deem appropriate, provided that the burden, including costs, of the reports shall bear a reasonable relationship to the need for the reports and the benefits to be obtained from the reports. The additional monitoring requirements ensure that permitted discharges and activities comport with any applicable effluent limitations, water quality standards, and/or other appropriate requirement of state law.
4. The Permittee must, at all times, fully comply with engineering plans, specifications, and technical reports submitted to support this Order; and all subsequent submittals required as part of this Order. The conditions within

this Order and Attachments supersede conflicting provisions within Permittee submittals.

5. This Order and all of its conditions contained herein continue to have full force and effect regardless of the expiration or revocation of any federal license or permit issued for the Project. For purposes of Clean Water Act, section 401(d), this condition constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements of state law.
6. The Permittee shall adhere to all requirements in the mitigation monitoring and reporting program (MMRP) (include title and date of MMRP) which is incorporated herein by reference and any additional measures as outlined in Attachment C, CEQA Findings of Fact.
7. **Construction General Permit Requirement:** The Permittee shall obtain coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ; NPDES No. CAS000002), as amended, for discharges to surface waters comprised of storm water associated with construction activity, including, but not limited to, demolition, clearing, grading, excavation, and other land disturbance activities of one or more acres, or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres.

F. Administrative

1. Signatory requirements for all document submittals required by this Order are presented in Attachment E of this Order.
2. This Order does not authorize any act which results in the taking of a threatened, endangered or candidate species or any act, which is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish & Wildlife Code, sections 2050-2097) or the federal Endangered Species Act (16 U.S.C. sections 1531-1544). If a "take" will result from any act authorized under this Order held by the Permittee, the Permittee must comply with the California Endangered Species Act and federal Endangers Species Act prior to any construction or operation of the portion of the Project that may result in a take. The Permittee is responsible for meeting all requirements of the applicable endangered species act for the Project authorized under this Order.
3. The Permittee shall grant Central Valley Water Board staff, or an authorized representative (including an authorized contractor acting as a Water Board representative), upon presentation of credentials and other documents as may be required by law, permission to:

- a. Enter upon the Project or compensatory mitigation site(s) premises where a regulated facility or activity is located or conducted, or where records are kept.
 - b. Have access to and copy any records that are kept and are relevant to the Project or the requirements of this Order.
 - c. Inspect any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Order.
 - d. Sample or monitor for the purposes of assuring Order compliance.
4. A copy of this Order shall be provided to any consultants, contractors, and subcontractors working on the Project. Copies of this Order shall remain at the Project site for the duration of this Order. The Permittee shall be responsible for work conducted by its consultants, contractors, and any subcontractors.
5. A copy of this Order must be available at the Project site(s) during construction for review by site personnel and agencies. All personnel performing work on the Project shall be familiar with the content of this Order and its posted location at the Project site.
6. **Lake or Streambed Alteration Agreement:** The Permittee shall submit a signed copy of the California Department of Fish and Wildlife's Lake or Streambed Alteration Agreement to the Central Valley Water Board immediately upon execution and prior to any discharge to waters of the state.

G. Construction

1. Dewatering

- a. The Permittee shall develop and maintain on-site a Surface Water Diversion and/or Dewatering Plan(s). The Plan(s) must be developed prior to initiation of any water diversions. The Plan(s) shall include the proposed method and duration of diversion activities and include water quality monitoring conducted, as described in section XIV.C.3, during the entire duration of dewatering and diversion activities. The Plan(s) must be consistent with this Order and must be made available to the Central Valley Water Board staff upon request.
- b. For any temporary dam or other artificial obstruction being constructed, maintained, or placed in operation, sufficient water shall at all times be allowed to pass downstream, to maintain beneficial uses of waters of the state below the dam. Construction, dewatering, and removal of temporary cofferdams shall not violate section XIV.C.3.
- c. The temporary dam or other artificial obstruction shall only be built from clean materials such as sandbags, gravel bags, water dams, or

clean/washed gravel which will cause little or no siltation. Stream flow shall be temporarily diverted using gravity flow through temporary culverts/pipes or pumped around the work site with the use of hoses.

- d. If water is present, the area must be dewatered prior to start of work.
- e. Dewatering will occur within the Project area.
- f. This Order does not allow permanent water diversion of flow from the receiving water. This Order is invalid if any water is permanently diverted as a part of the project.
- g. The Permittee shall work with the Central Valley Water Board to obtain coverage under an NPDES permit for dewatering activities that result in discharges into surface water. The Permittee shall work with the Central Valley Water Board to obtain coverage under Waste Discharge Requirements (WDRs) for dewatering activities that result in discharges to land.

2. Directional Drilling- Not Applicable

3. Dredging- Not Applicable

4. Fugitive Dust

Dust abatement activities can cause discharges of sediment to streams and uplands through application of water or other fluids. Dust abatement chemicals added to water can be hazardous to wildlife and, if allowed to enter streams, detrimental to water quality. Therefore, dust abatement activities shall be conducted so that sediment or dust abatement chemicals are not discharged into waters of the state. Dust abatement products or additives that are known to be detrimental to water quality or wildlife shall not be used, unless specific management needs are documented, and product-specific application plans are approved by Central Valley Water Board staff.

5. Good Site Management “Housekeeping”

- a. The Permittee shall develop and maintain onsite a project-specific Spill Prevention, Containment and Cleanup Plan outlining the practices to prevent, minimize, and/or clean up potential spills during construction of the Project. The Plan must detail the Project elements, construction equipment types and location, access and staging and construction sequence. The Plan must be made available to the Central Valley Water Board staff upon request.
- b. Refueling of equipment within the floodplain or within 300 feet of the waterway is prohibited. If critical equipment must be refueled within 300 feet of the waterway, spill prevention and countermeasures must be implemented to avoid spills. Refueling areas shall be provided with secondary containment including drip pans and/or placement of absorbent material. No hazardous materials, pesticides, fuels, lubricants, oils,

hydraulic fluids, or other construction-related potentially hazardous substances should be stored within a floodplain or within 300 feet of a waterway. The Permittee must perform frequent inspections of construction equipment prior to utilizing it near surface waters to ensure leaks from the equipment are not occurring and are not a threat to water quality.

- c. All materials resulting from the Project shall be removed from the site and disposed of properly.

6. Hazardous Materials

- a. The discharge of petroleum products, any construction materials, hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, raw cement, concrete or the washing thereof, asphalt, paint, coating material, drilling fluids, or other substances potentially hazardous to fish and wildlife resulting from or disturbed by project-related activities is prohibited and shall be prevented from contaminating the soil and/or entering waters of the state. In the event of a prohibited discharge, the Permittee shall comply with notification requirements in sections XIV.B.3.a and XIV.B.3.b.

7. Invasive Species and Soil Borne Pathogens

Prior to arrival at the project site and prior to leaving the project site, construction equipment that may contain invasive plants and/or seeds shall be cleaned to reduce the spread of noxious weeds.

8. Roads

- a. The number of access routes, number and size of staging areas, and the total area of the activity must be limited to the minimum necessary to achieve the project goal. Routes and work area boundaries must be clearly demarcated.
- b. Bridges, culverts, dip crossings, or other structures must be installed so that water and in-stream sediment flow is not impeded. Appropriate design criteria, practices and materials must be used in areas where access roads intersect waters of the state.
- c. Temporary materials placed in any water of the state must be removed as soon as construction is completed at that location, and all temporary roads must be removed or re-contoured and restored according to approved re-vegetation and restoration plans.
- d. Any structure, including but not limited to, culverts, pipes, piers, and coffer dams, placed within a stream where fish (as defined in California Fish and Game Code section 45) exist or may exist, must be designed, constructed, and maintained such that it does not constitute a barrier to upstream or downstream movement of aquatic life, or cause an avoidance reaction by fish due to impedance of their upstream or downstream

movement. This includes, but is not limited to, maintaining the supply of water and maintaining flows at an appropriate depth, temperature, and velocity to facilitate upstream and downstream fish migration. If any structure results in a long-term reduction in fish movement, the discharger shall be responsible for restoration of conditions as necessary (as determined by the Water Board) to secure passage of fish across the structure.

- e. A method of containment must be used below any temporary bridge, trestle, boardwalk, and/or other stream crossing structure to prevent any debris or spills from falling into the waters of the state. Containment must be maintained and kept clean for the life of the temporary stream crossing structure.

9. Sediment Control

- a. Except for activities permitted by the United States Army Corps of Engineers under Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act, soil, silt, or other organic materials shall not be placed where such materials could pass into surface water or surface water drainage courses.
- b. Silt fencing, straw wattles, or other effective management practices must be used along the construction zone to minimize soil or sediment along the embankments from migrating into the waters of the state through the entire duration of the Project.
- c. The use of netting material (e.g., monofilament-based erosion blankets) that could trap aquatic dependent wildlife is prohibited within the Project area.

10.Special Status Species

The following special status species are documented to occur within or near the Project area: Sanford's arrowhead, Valley elderberry longhorn beetle, Western pond turtle, White-tailed kite, Northern harrier, Cooper's hawk, Swainson's hawk, Lewi's Woodpecker, Merlin, Peregrine, Olive-sided flycatcher, Loggerhead Shrike, Yellow-billed magpie, Oak titmouse, Purple martin, Fox sparrow, Yellow-breasted chat, California yellow warbler, Pallid bat, Central Valley Steelhead, Central Valley Chinook Salmon, and Valley Oak Woodland Alliance.

11.Stabilization/Erosion Control

- a. All areas disturbed by Project activities shall be protected from washout and erosion.
- b. Hydroseeding shall be performed with California native seed mix.

12. Storm Water

- a. During the construction phase, the Permittee must employ strategies to minimize erosion and the introduction of pollutants into storm water runoff. These strategies must include the following:
 - i. An effective combination of erosion and sediment control Best Management Practices (BMPs) must be implemented and adequately working prior to the rainy season and during all phases of construction.

H. Site Specific – Not Applicable**I. Total Maximum Daily Load (TMDL)**

1. Total Maximum Daily Loads (TMDLs) are action plans to restore clean water. Section 303(d) of the federal Clean Water Act requires that states identify water bodies -- bays, rivers, streams, creeks, and coastal areas -- that do not meet water quality standards, and the pollutants that impair them. TMDLs examine the water quality problems, identify sources of pollutants, and specify actions that create solutions. They are adopted by the Regional Water Board as amendments to our Region's Basin Plan. Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not cause or contribute to a degradation of waters or violate water quality standards.

J. Mitigation for Temporary Impacts

1. The Permittee shall restore all areas of temporary impacts, including Project site upland areas, which could result in a discharge to waters of the state to pre-construction contours and conditions upon completion of construction activities. Temporary impacts from activities such as creation of construction access roads, low-water creek crossings or water diversions, staging of equipment and materials, and slope grading will be restored to pre-Project conditions upon completion of construction.
2. The Central Valley Water Board may extend the monitoring period beyond requirements of the restoration plan upon a determination by Executive Officer that the performance standards have not been met or are not likely to be met within the monitoring period.
3. If restoration of temporary impacts to waters of the state is not completed within 90 days of the impacts, compensatory mitigation may be required to offset temporal loss of waters of the state.

K. Compensatory Mitigation for Permanent Impacts:

The Permittee shall provide compensatory mitigation for impacts to waters of the state in accordance with Dry Creek Greenway East Phase 1 Multi-use trail Compensatory Plan (Compensatory Mitigation Plan) dated October 24, 2022 and incorporated herein by reference. Any deviations from, or revisions to, the Compensatory Mitigation Plan must be pre-approved by Central Valley Water Board staff. The monitoring period shall continue until the Central Valley Water Board staff determines that performance standards have been met. This may require the monitoring period to be extended.

1. Compensatory Mitigation Plan

- a. The Permittee has submitted an approved draft compensatory mitigation plan as part of a complete application. The Permittee shall provide a final compensatory mitigation plan for written acceptance by Central Valley Water Board staff. Impacts to waters of the state are not authorized and shall not occur until a compensatory mitigation plan has been approved by Central Valley Water Board staff. Upon acceptance by Central Valley Water Board staff, the Permittee shall implement the approved plan.
- b. The final compensatory mitigation plan shall include all plan elements as outlined in 40 CFR section 230.94(c)
- c. Permittees fulfilling their compensatory mitigation obligations by securing credits from an approved mitigation bank or in-lieu fee program, need only include the items described in 40 CFR section 230.94(c)(5)-(6), and the name of the specific mitigation bank or in-lieu fee program to be used.

2. Purchase of Mitigation Credits by Permittee for Compensatory Mitigation

- a. A copy of the fully executed agreement for the purchase of mitigation credits shall be provided to the Central Valley Water Board prior to the initiation of in water work.
- b. The Permittee shall retain responsibility for providing the compensatory mitigation and long-term management until Central Valley Water Board staff has received documentation of the credit purchase and the transfer agreement between the Permittee and the seller of credits.

3. Total Required Compensatory Mitigation

- a. The Permittee is required to provide compensatory mitigation for the authorized impact to 0.231 acres of stream and riparian habitats by purchasing 0.231 aquatic resource mitigation credits from the Fremont Landing Conservation Bank as Aquatic Resource Credits in the Lower Sacramento River basin (HUC #180201) Aquatic Resource Watershed Service Area.

- c. Total required Project compensatory mitigation information for permanent physical loss of area is summarized in Table 4. [Establishment (Est.), Re-establishment (Re-est.), Rehabilitation (Reh.), Enhancement (Enh.), Preservation (Pres.), Unknown].

Table 4: Total Required Project Compensatory Mitigation Quantity for Permanent Physical Loss of Area

Aquatic Resource Type	Mitigation Type	Units	Est.	Re-est.	Reh.	Enh.	Pres.	Unknown
Stream Channel	Mitigation Bank Credits	Acres		0.231				

L. Certification Deviation

1. Minor modifications of Project locations or predicted impacts may be necessary as a result of unforeseen field conditions, necessary engineering re-design, construction concerns, or similar reasons. Some of these prospective Project modifications may have impacts on water quality. Some modifications of Project locations or predicted impacts may qualify as Certification Deviations as set forth in Attachment F. For purposes of this Certification, a "Certification Deviation" is a Project locational or impact modification that does not require an immediate amendment of the Order, because the Central Valley Water Board has determined that any potential water quality impacts that may result from the change are sufficiently addressed by the Order conditions and the CEQA Findings. After the termination of construction, this Order will be formally amended to reflect all authorized Certification Deviations and any resulting adjustments to the amount of water resource impacts and required compensatory mitigation amounts.
2. A Project modification shall not be granted a Certification Deviation if it warrants or necessitates changes that are not addressed by the Order conditions or the CEQA environmental document such that the Project impacts are not addressed in the Project's environmental document or the conditions of this Order. In this case a supplemental environmental review and different Order will be required.

XV. Water Quality Certification

I hereby issue the Order for the Dry Creek Greenway East Trail Project, WDID # 5A31CR00583, certifying that as long as all of the conditions listed in this Order are met, any discharge from the referenced Project will comply with the applicable provisions of Clean Water Act sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards). The Central Valley Water Board, as lead agency, hereby certifies an Environmental Impact Report (EIR) (State Clearinghouse (SCH No.2013112042) and approves the mitigation monitoring and reporting program (MMRP) Final Environmental Impact report September 2018 for the Project.

Except insofar as may be modified by any preceding conditions, all Order actions are contingent on: (a) the discharge being limited and all proposed mitigation being completed in strict compliance with the conditions of this Order and the attachments to this Order; and, (b) compliance with all applicable requirements of Statewide Water Quality Control Plans and Policies, the Regional Water Boards' Water Quality Control Plans and Policies.

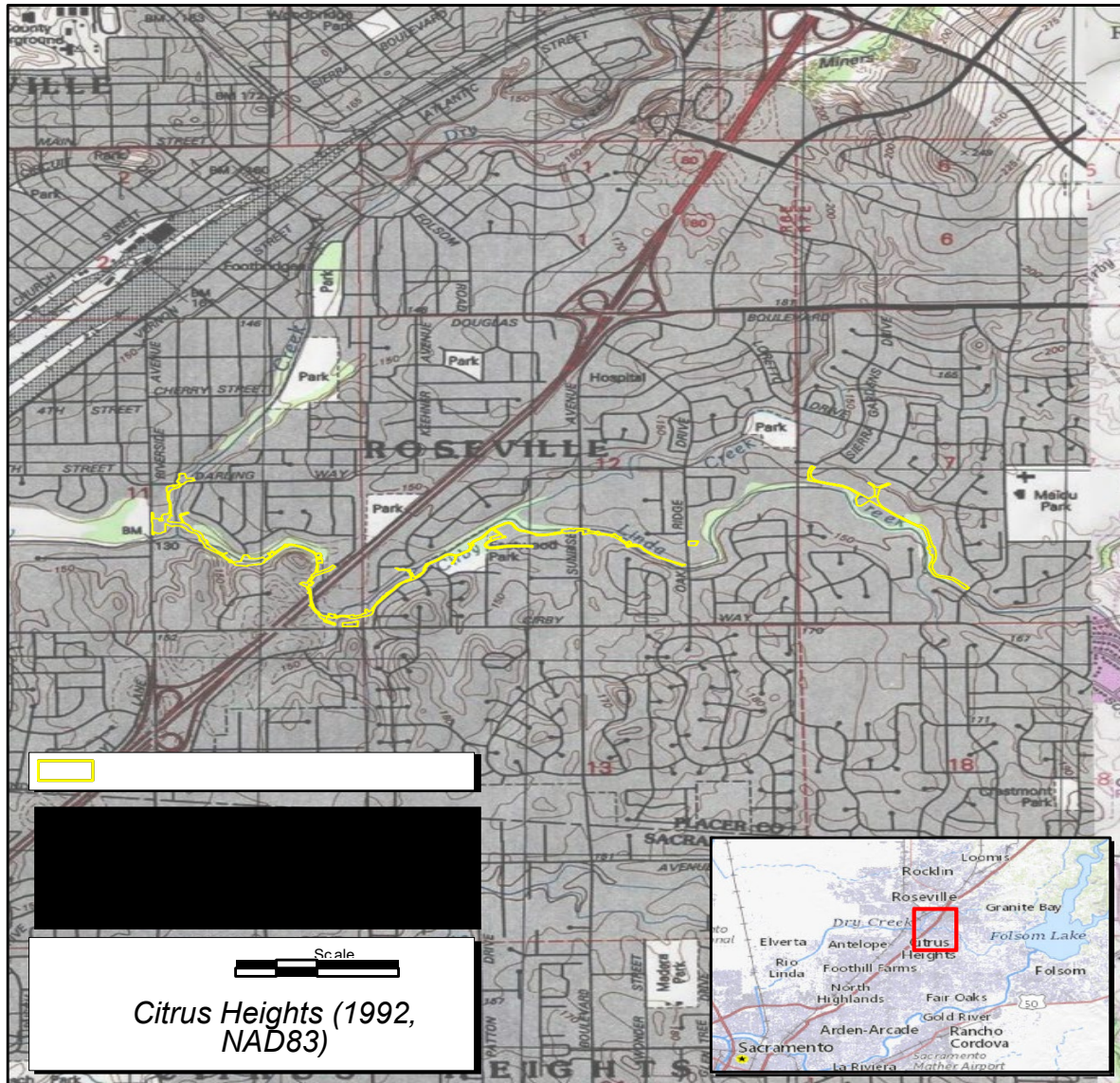
Patrick Pulupa, Executive Officer
Central Valley Regional Water Quality Control Board

- Attachment A:** Project Maps
- Attachment B:** Receiving Waters, Impacts, and Mitigation Information
- Attachment C:** CEQA Findings of Facts
- Attachment D:** Report and Notification Requirements
- Attachment E:** Signatory Requirements
- Attachment F:** Certification Deviation Procedures
- Attachment G:** Compliance with Code of Federal Regulations

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Attachment A – Project Maps

Figure 1: Project Location and Vicinity



Phase 1 Work Limits - 13.63 ac.

Placer County, California

§7, T.10N, R.07E, MDBM and

§11-12, T.10N, R.06E, MDBM Latitude
(NAD83): 38.733358°

Longitude (NAD83): -121.276811°

Watershed: Lower American (18020111)

Figure 2. **Vegetation Impacts Overview**



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Attachment B – Receiving Waters, Impacts and Mitigation Information

The following table shows the receiving waters associated with each impact site.

Table 1: Receiving Water(s) Information

Non-Federal Waters	Impact Site ID	Waterbody Name	Impacted Aquatic Resources Type	Water Board Hydrologic Units	Receiving Waters	Receiving Waters Beneficial Uses	303d Listing Pollutant
No	Intermittent Drainage	Dry Creek, Linda Creek, Cirby Creek	Perennial Creek	19.21	Dry Creek, Linda Creek, Cirby Creek	COLD, MUN, NAV, REC2, WARM, WILD, AGR, REC, MIGR, SPWN	Indicator Bacteria

Individual Direct Impact Locations

The following tables show individual impacts.

Table 2: Individual Temporary Fill/Excavation Impact Information

Impact Site ID	Latitude	Longitude	Indirect Impact Requiring Mitigation?	Acres	Cubic Yards	Linear Feet
Intermittent Drainage	38°42'31.75"	-120°57'24.34"	No	0.191	308	

Table 3: Individual Permanent Fill/Excavation Impact Information

Impact Site ID	Latitude	Longitude	Indirect Impact Requiring Mitigation?	Acres	Cubic Yards	Linear Feet
Intermittent Drainage	38°42'31.75"	-120°57'24.34"	No	0.231	372	

Compensatory Mitigation Information

The following table(s) show individual compensatory mitigation information and locations.

Mitigation Bank Compensatory Mitigation Site Information

Table 1: Mitigation Bank

Mitigation Bank Name:	The Fremont Landing Conservation Bank
Website:	https://www.wildlandsinc.com/banks/fremont-landing-conservation-bank-salm-2/
Mitigation Bank Contact Name:	Julie Maddox
Phone:	(916) 435-35555
Email:	jmaddox@heronpacific.com
Mitigation Location - County:	Yolo
Latitude:	TBD
Longitude:	TBD

Table 2: Mitigation Type Information

Aquatic Resource Credit Type	Acres	Linear Feet	Number of Credits Purchased
Stream Channel	1.3578		
Riparian	0.6035		
Total	1.9613		

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Attachment C – CEQA Findings of Fact

A. Environmental Review

On 13 April 2018, the City of Roseville, as lead agency, certified a Final Environmental Impact Report (FEIR) (State Clearinghouse (SCH) (No. 2013112042) for the Project and filed a Notice of Determination (NOD) at the SCH on 21 March 2019. The Central Valley Water Board is a responsible agency under CEQA (Public Resources Code, section 21069) and in making its determinations and findings, must presume that City of Roseville's certified environmental document comports with the requirements of CEQA and is valid. (Public Resources Code, section 21167.3.) The Central Valley Water Board has reviewed and considered the environmental document and finds that the environmental document prepared by City of Roseville addresses the Project's water resource impacts. (California Code of Regulations, title 14, section 15096, subd. (f).) The environmental document includes the mitigation monitoring and reporting program (MMRP) developed by City of Roseville for all mitigation measures that have been adopted for the Project to reduce potential significant impacts. (Public Resources Code, section 21081.6, subd. (a)(1); California Code of Regulations, title 14, section 15091, subd. (d).)

B. Incorporation by Reference

Pursuant to CEQA, these Findings of Facts (Findings) support the issuance of this Order based on the Project FEIR, the application for this Order, and other supplemental documentation.

The Program Environmental Impact Report (EIR), which includes analyses of broad impacts and serves as a first-tier document for the FEIR, is available at: <https://ceqanet.opr.ca.gov/2013112042/2>

All CEQA project impacts, including those discussed in subsection C below, are analyzed in detail in the Project FEIR which is incorporated herein by reference. The Project FEIR is available at: <https://ceqanet.opr.ca.gov/Project/2013112042>

Requirements under the purview of the Central Valley Water Board in the MMRP are incorporated herein by reference.

The Permittee's application for this Order, including all supplemental information provided, is incorporated herein by reference.

C. Findings

The FEIR describes the potential significant environmental effects to water resources. Having considered the whole of the record, including comments received during the public review process, the Central Valley Water Board makes the following findings:

- (1) Findings regarding impacts that will be avoided or mitigated to a less than significant level. (Public Resources Code, section 21081, subd. (a)(1); California Code of Regulations, title 14, section 15091, subd. (a)(1).)

Changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the FEIR.

a.i. Potential Significant Impact:

- Disturbance and loss of waters of the United States, waters of the state and riparian habitat.
- Interfere substantially with the movement of Central Valley steelhead and Central Valley fall-run Chinook salmon.
- Disturbance or loss of valley elderberry longhorn beetle or its habitat.
- Disturbance or loss of Swainson's hawk, white-tailed kite, and other nesting raptors.
- Disturbances to special status song birds.
- Disturbance or loss of Western pond turtle.
- Disturbance or loss of special-status bats – pallid bat and silver-haired bat.
- Disturbance or loss of City protected trees, Valley Oak Woodland, and other Sensitive Vegetation Alliances and Associations.
- Disturbance or loss of special-status plants – Sanford's arrowhead.
- Impacts on movement of native resident or migratory fish or wildlife species or migratory wildlife corridors or impede the use of native wildlife nursery sites.

a.ii. Facts in Support of Finding:

Mitigation Measure 4.3-1: Wetlands, Waters of the United States, and Water of the State.

This mitigation would apply for the Proposed Trail Alignment, Alignments Options 1A, 1C, and 5A. The City shall implement the following measures to compensate for the loss of wetlands, waters of the United States, waters of the State, and riparian habitat:

- a. The City shall submit a wetland delineation report to USACE and request a preliminary jurisdictional determination. Based on the jurisdictional determination, the City shall determine the exact acreage of waters of the United States and waters of the state that would be filled as a result of project implementation.
- b. The City shall replace on a "no net loss" basis (minimum 1:1 ratio) (in accordance with USACE, CDFW, and/or RWQCB) the acreage and function of all wetlands and other waters that would be removed, lost, or degraded as a result of project implementation. Wetland habitat shall be replaced at an acreage and location agreeable to USACE, CDFW, and the Central Valley RWQCB and as determined during the Section 401,

Section 404 and Section 1602 permitting processes. The ratio of stream habitat restoration/replacement shall consider value for Central Valley steelhead and Chinook salmon (as discussed under Mitigation Measure 4.3-2). Habitat shall either be restored on the affected stream and within City property, or at an approved mitigation bank. In either instance, compensatory mitigation will be approved by USACE, CDFW, and RWQCB.

- c. The City shall obtain a USACE Section 404 Individual Permit, RWQCB Section 401 certification, and a Section 1602 streambed alteration agreement from CDFW before any groundbreaking activity within 50 feet of any wetland or water of the United States. The City shall implement all permit conditions, which may include contributions to an approved wetland mitigation bank or through the development and implementation of a Compensatory Wetland, Stream and Riparian Mitigation and Monitoring Plan for creating or restoring in-kind habitat in the surrounding area. If mitigation credits are not available, stream and riparian habitat compensation shall include establishment of riparian vegetation on currently unvegetated bank portions of streams affected by the project and enhancement of existing riparian habitat through removal of nonnative species, where appropriate, and planting additional native riparian plants to increase cover, continuity, and width of the existing riparian corridor along streams in the project site and surrounding areas. The ratio of riparian restoration/replacement shall consider value for Central Valley steelhead and Chinook salmon (as discussed under Mitigation Measure 4.3-2) as well as City Protected trees and Oak Woodland Habitat (as discussed under Mitigation Measure 4.3-8). Construction activities and compensatory mitigation shall be conducted in accordance with the terms of a streambed alteration agreement as required under Section 1602 of the Fish and Game Code.
- d. The Compensatory Wetland, Stream and Riparian Restoration and Mitigation and Monitoring Plan shall include the following:
 - 1. Identification of compensatory mitigation sites and criteria for selecting these mitigation sites;
 - 2. In kind reference habitats for comparison with compensatory wetland, stream, and riparian habitats (using performance and success criteria) to document success;
 - 3. Monitoring protocol, including schedule and annual report requirements (Compensatory habitat shall be monitored for a minimum of three (3) years from completion of mitigation, or human intervention (including recontouring and grading), or until the success criteria identified in the approved mitigation plan have been met, whichever is longer.);

4. Ecological performance standards, based on the best available science and including specifications for native riparian plant densities, species composition, amount of dead woody vegetation gaps and bare ground, and survivorship (based on characteristics of the existing impacted habitat); at a minimum, compensatory mitigation planting sites must achieve 80 percent survival of planted riparian trees and shrubs by the end of the three-year maintenance and monitoring period or dead and dying trees shall be replaced and monitoring continued until 80 percent survivorship is achieved;
5. Corrective measures if performance standards are not met;
6. Responsible parties for monitoring and preparing reports; and
7. Responsible parties for receiving and reviewing reports and for verifying success or prescribing implementation or corrective actions.

Mitigation Measure 4.3-2: Central Valley Steelhead and Central Valley fall-run Chinook Salmon

This mitigation would apply for the Proposed Trail Alignment, Alignment Options 1A, 1C, and 5A. The City shall implement the following measures, developed based on past consultations with NMFS, to avoid, minimize and/or mitigate potential effects on Central Valley steelhead and Central Valley fall-run Chinook salmon.

- a. Prior to the onset of work, the qualified biologist shall conduct a mandatory worker environmental awareness training. The training shall educate workers about the importance of avoiding impacts to Central Valley steelhead and Central Valley fall-run Chinook salmon and their habitat. The training shall also cover the relevant permit conditions and avoidance and minimization measures that protect sensitive species and habitats, as well as the penalties for non-compliance with state and federal laws, regulations, and permit requirements. The training shall include information about the life history and habitat requirements of Central Valley steelhead and Central Valley fall-run Chinook salmon and their potential to occur in the project site, as well as the terms and conditions of the Project's Biological Opinions or other authorizing documents (i.e. letter of concurrence).
- b. Construction activities occurring within creek banks and channel beds shall be limited to the low-flow period (typically June 15 - October 15), unless earlier or later dates are approved by CDFW and NMFS during consultation. By limiting in-water construction activities to this time period, the Project shall limit construction activities to periods when low flow depths and velocities within the project streams are less likely to support Central Valley steelhead or Central Valley fall-run Chinook salmon life stages including adult migration, spawning, and egg incubation periods.

- c. Fish screens or temporary stream diversion structures shall be installed to exclude Central Valley steelhead and Central Valley fall-run Chinook salmon from areas where in-water and near-water construction activities would be conducted. Installation of fish screens or temporary diversion structures shall prevent access to affected areas in the unlikely event that Central Valley steelhead or Central Valley fall-run Chinook salmon are present in the project streams during the low-flow period (June 15 - October 15).
- d. The City shall retain a qualified biologist to monitor the installation of fish screens or temporary stream diversion structures, as well as any other near or in-water construction activities (e.g., installation of RSP along creek banks or below the OHWM, installation and removal of low water crossings, placement of new abutments, rock walls, gabions, and water diversions). Prior to the installation of fish screens or temporary stream diversion structures the biologist shall visually survey the in-water work area for Central Valley steelhead and Central Valley fall-run Chinook salmon.
- e. Once the biologist confirms that no Central Valley steelhead or Central Valley fall-run Chinook salmon are present in the in-water work area, fish screens or temporary diversion devices shall be installed in a downstream direction, installing the upstream fish screen or temporary diversion device. The biologist shall conduct a second visual survey before the downstream portion of the fish screen or temporary stream diversion is installed. If fish are present within the diversion area, the fish shall be guided out of the in-water work area with nets by the qualified biologist. The need for fish salvage is not anticipated because Central Valley steelhead or Central Valley fall-run Chinook salmon are not likely to be present in the project streams during the low-flow period (June 15 - October 15) – primarily because of excessive summer water temperatures that occur during this period in the project area. However, fish salvage (or relocation outside of the in-water work areas) shall be conducted as needed should fish be present.
- f. Before the onset of construction activities, high visibility orange construction fencing shall be installed along the perimeter of Environmentally Sensitive Areas under the supervision of the qualified biologist. Fencing shall be installed along the limits of construction in riparian habitat, minimizing the disturbance of or encroachment on sensitive aquatic and riparian habitats. The contractor shall maintain the project's Environmentally Sensitive Area fencing for the duration of the project and remove it when the project is complete.
- g. Erosion control BMPs shall be implemented during construction to minimize the potential for erosion, and the mobilization of sediments to project waterways and be consistent with the Open Space Preserve Overarching Management Plan (and related USFWS Biological Opinion

(81420-2008-F-1958-3). The following erosion and sediment control measures shall be implemented to prevent sedimentation and turbidity, as well as any identified in the SWPPP, 401, 404, or 1602 permits.

1. Soil exposure shall be minimized by limiting the area of construction and disturbance and through the use of temporary BMPs, groundcover, and stabilization measures. These measures may include mulches, soil binders and erosion control blankets, silt fencing, fiber rolls, temporary berms, sediment de-silting basins, sediment traps, and check dams.
2. Pursuant to Section 13-4.03C(3) of the Caltrans Standard Specifications, water pollution control practices shall be implemented within 72 hours of stockpiling material or before a forecasted storm event, whichever occurs first. If stockpiles are being used, soil, sediment, or other debris shall not be allowed to enter storm drains, open drainages, and watercourses. Active and inactive soil stockpiles must be covered with soil stabilization.
3. Plastic mono-filament netting (erosion control matting) or similar material that could trap wildlife shall not be used. Acceptable substitutes include, but are not limited to, jute, coconut coir matting, or tackified hydroseeding compounds.
4. Energy dissipaters and erosion control pads shall be provided at the bottom of slope drains as needed. Other flow conveyance control mechanisms may include earth dikes, swales, or ditches. Stream bank stabilization measures shall also be implemented.
5. Existing vegetation shall be protected, to the extent feasible, to reduce erosion and sedimentation. Vegetation shall be preserved by installing temporary fencing, or other protection devices, around areas to be protected. Where complete removal is not necessary, vegetation shall be cut to ground level with the root systems left intact to prevent erosion and facilitate the recovery of riparian vegetation after project activities are complete.
6. Exposed soils shall be covered by loose bulk materials or other materials to reduce erosion and runoff during rainfall events.
7. Exposed soils shall be stabilized, through watering or other measures, to prevent the movement of dust at the project site caused by wind and construction activities such as traffic and grading activities.
8. All construction roadway areas shall be properly protected to prevent excess erosion, sedimentation, and water pollution.
9. The contractor shall conduct periodic maintenance of erosion and sediment control measures. All erosion and storm water control measures shall be properly maintained for the duration of the project.

- i. A Spill Prevention and Control Plan shall be developed and implemented by the City, or its contractor, for the duration of the project. Pollution prevention and control BMPs shall be implemented during construction to minimize the risk of hazardous materials being released into waters in the project site. The following pollution and contamination prevention measures shall be implemented to prevent the release of hazardous materials during construction:
 - a. All equipment and materials shall be stored at least 50 feet from wetlands or waters in the project site unless the equipment is on established paved areas. If storage of equipment or materials within 50 feet of wetlands or waters in the project site is necessary, secondary containment shall be utilized to contain the equipment and materials and prevent discharge of any harmful substances into the soil or aquatic resources. Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located outside of the channel and banks of Dry Creek, Cirby Creek, Linda Creek, and Strap Ravine.
 - b. Secondary containment shall be provided for stationary equipment such as motors, pumps, generators, and compressors located within or adjacent to the Dry Creek, Cirby Creek, Linda Creek, and Strap Ravine. Any equipment or vehicles driven or operated within or adjacent to these creeks shall be checked and maintained daily to ensure proper working conditions to avoid potential impacts such as leaks.
10. No fueling, cleaning or maintenance of vehicles or equipment, or placement of construction debris, spoils or trash should occur within 50 feet of wetlands or waters in the project site unless it occurs in designated refueling/staging areas on existing paved surfaces with secondary containment in place. Refueling of equipment should occur at approved fuel locations. Contractor shall inspect all equipment/vehicles for leaks prior to use and should be inspected regularly during Project inspection.
11. For work that is to occur on existing structures over open flowing portions of Dry Creek, Cirby Creek, Linda Creek, or Strap Ravine, a method of containment such as netting, tarps or similar catchments shall be utilized to catch debris or other potential construction materials and prevent such material from falling into the waters.
12. Lighting design shall include measures to limit the amount of light "spill" on water surfaces at night that could lead to predation of juvenile salmonids. To minimize the effects of lighting on salmonids, the City shall prevent lighting that directly shines on the water surfaces of Dry Creek, Cirby Creek, and Linda Creek by minimizing the amount of

lighting necessary to safely and effectively illuminate pedestrian areas on bridges and trails, and by shielding and focusing lights on the bridge and trail surfaces and away from water surfaces.

13. The project shall avoid impacts to riparian vegetation where feasible, and shall incorporate restoration and enhancement of the riparian corridor into the final design plans and construction specifications and shall develop a riparian and restoration plan (RRP), as part of the Compensatory Wetland, Stream and Riparian Mitigation and Monitoring Plan discussed in Impact 4.3-1, Disturbance and loss of waters of the United States, and Mitigation Measure 4.3-1 that involves onsite enhancements and purchase of mitigation bank credits to compensate for permanent and temporal loss of riparian and SRA cover. The RRP shall include on-site measures such as enhancing riparian vegetation by the planting of native shrub, tree, and understory species to create a more diverse vegetation structure and thus a higher quality habitat for wildlife. The onsite measures in the RRP may also include the planting of willows and other fast-growing native riparian species, which can quickly compensate for the loss of riparian and SRA cover, and will be planted where erosion control (RSP, slope pavement etc.) is installed along stream banks. Permanent impacts to riparian vegetation can also be mitigated with the purchase of credits (1:1 for riparian and 1.7:1 for SRA cover), and 0.5:1 for temporal loss of riparian vegetation and SRA cover. Restoration and enhancement of the riparian vegetation in the project site (combined with mitigation bank credits) shall result in no net loss of riparian habitat acreage or function and shall increase the quality of habitat for Central Valley steelhead (including Critical Habitat), Central Valley fall-run Chinook salmon (including EFH), and shall be accomplished through development and implementation of the RRP. Permanent impacts to riparian, including SRA, and waters of the United States shall be further analyzed and determined based on final design for each construction phase during Section 7 consultation as part of USACE Section 404 and CDFW Section 1602 permitting.
 - a. Construction techniques shall be implemented to isolate near shore work from waterbodies in the project site. It is anticipated that clear water diversion using a cofferdam or gravel bag berm with impermeable layer would be used. Isolating in-water construction areas behind cofferdams would minimize the potential for turbidity and suspended sediments from reaching levels that could harm Central Valley steelhead, degrade existing Critical Habitat, harm Central Valley fall-run Chinook salmon, or degrade existing EFH. The extent of cofferdam footprints and dewatering shall be kept to the minimum necessary to support construction activities, and creek flow shall not be interrupted or reduced as a result of

construction activities. Any fill material used in association with the cofferdams, such as sandbag fill, shall be composed of washed, rounded, spawning-sized gravel between 0.4 and 4 inches in diameter. If authorized by applicable state and federal permits, any of this gravel in contact with flowing water shall be left in place, and distributed manually with hand tools to allow passage for all life stages of fish. Installation and removal of cofferdams and/or gravel bag berms would be restricted to the summer low-flow period.

Mitigation Measure 4.3-3a: Avoidance and Minimization Measures

The following measures shall be implemented to avoid or minimize effects to VELB and/or its habitat during construction of the proposed project.

1. A worker awareness training program for construction personnel shall be conducted by a qualified biologist prior to beginning construction activities. The program shall inform all construction personnel about the life history and status of the beetle, requirements to avoid damaging the elderberry plants, and the possible penalties for not complying with these requirements. Written documentation of the training shall be submitted to the USFWS within 30 days of its completion.
2. If elderberry shrubs can be retained within the project footprint, the City shall avoid indirect impacts by implementing the following measures, to the extent feasible, or equivalent measures agreed to in consultation with USFWS. Minimization measures include:
 - a. Avoidance Area. An avoidance area shall be established at least 20 feet from the dripline of an elderberry shrub for any activities that may damage or kill the elderberry shrub (e.g., trenching, paving, etc.).
 - b. Fencing. All areas to be avoided during construction activities shall be fenced and/or flagged as close to construction limits as feasible.
 - c. Signage. Signage shall be posted every 50 feet along the buffer area with the following information, "This area is habitat of the valley elderberry longhorn beetle, a threatened species, and must not be disturbed. This species is protected by the Endangered Species Act of 1973, as amended. Violators are subject to prosecution, fines, and imprisonment." The signs shall be clearly readable from a distance of 20 feet and must be maintained for the duration of construction.
 - d. Timing. To the extent feasible, all activities that could occur within 165 feet of an elderberry shrub, shall be conducted outside of the VELB flight season (March - July).
 - e. Erosion Control and Revegetation. Erosion control measures will be implemented to restore areas disturbed within 165 feet of elderberry shrubs and the affected area will be re-vegetated with appropriate native plants.

- f. Chemical Usage. Herbicides will not be used within the dripline of the shrub. Insecticides will not be used within 100 feet of an elderberry shrub. All chemicals will be applied using a backpack sprayer or similar direct application method.
- g. Mowing. Mechanical weed removal within the dripline of the shrub shall be limited to the season when adults are not active (August - February) and shall avoid damaging the elderberry.
- h. Pre-construction and post-construction surveys. Pre-construction surveys shall document compliance with mitigation measures. The post-construction survey shall confirm that there was no additional damage to any of the elderberry shrubs than as described in this document.
- i. Construction monitoring. A qualified biologist shall monitor the work area at project-appropriate intervals to assure that all avoidance and minimization measures are implemented. The amount and duration of monitoring will depend on the project specifics and shall be discussed with a USFWS biologist.
- j. Elderberry Shrub Protection and Management Plan. The City will develop as part of the Section 7 consultation process with USFWS for the Dry Creek Greenway Multi-Use Trail project an elderberry shrub protection and management plan that will include how the buffer areas are to be protected, restored, and maintained after construction is completed and the City will ensure that ground-disturbing activities on the project site do not alter the hydrology for shrubs to be protected or otherwise affect the likelihood of vigor or survival of elderberry shrubs. The Elderberry Shrub Protection and Management Plan shall be consistent with the City's Open Space Preserve Overarching Management Plan.

Mitigation Measure 4.3-3b: Removing/Transplanting Individual Elderberry Shrubs

- 1. Elderberry shrubs that are in the path of construction activities and cannot be avoided shall be removed and if feasible, transplanted, according to Table 4.3-5. A Biological Opinion from USFWS will be obtained prior to removal or transplanting of elderberry shrubs. Removal of a shrub may either include the roots or just the removal of the above-ground portion of the plant. If feasible, the entire root ball shall be removed, and the shrub transplanted.
- 2. Elderberry shrubs requiring removal shall be transplanted as close as feasible to its original location within City-owned property or as approved by USFWS. Elderberry shrubs may be relocated adjacent to the project footprint if: 1) the planting location is suitable for elderberry growth and

reproduction; and 2) the City is able to provide long-term protection to the shrub and ensure that the shrub becomes reestablished.

3. If these criteria cannot be met, the shrub may be transplanted to an appropriate USFWS-approved mitigation site.
4. Any elderberry shrub that is unlikely to survive transplanting because of poor condition or location, or a shrub that would be extremely difficult to move because of access problems, may not be appropriate for transplanting. The following transplanting guidelines shall be used to guide removal and transplanting of elderberry shrubs on the project site:
 - a. A qualified biologist shall be on-site for the duration of transplanting activities to assure compliance with avoidance and minimization measures and other conservation measures.
 - b. Exit-hole surveys shall be completed immediately before transplanting. The number of exit holes found, GPS location of the plant to be relocated, and the GPS location of where the plant is transplanted shall be reported to the USFWS and to the California Natural Diversity Database (CNDDDB).
 - c. Elderberry shrubs shall be transplanted when the shrubs are dormant (November through the first two weeks in February) and after they have lost their leaves. Transplanting during the non-growing season will reduce shock to the shrub and increase transplantation success.
 - d. Transplanting shall follow the most current version of the ANSI A300 (Part 6) guidelines for transplanting (<http://www.tcia.org/>).

Mitigation Measure 4.3-3c: Compensatory Mitigation for Loss of Riparian Habitat

1. The following compensatory mitigation addresses impacts to VELB habitat through compensating for the permanent loss of riparian habitat within 165 feet of elderberry shrubs. Table 4.3-6 lists the total riparian habitat that is anticipated to be lost, according to the preliminary project design, and the corresponding credits that shall be purchased to replace habitat lost at a 3:1 ratio, as outlined in the VELB framework (USFWS 2017b). The exact amount of compensation shall be as agreed to by USFWS, per Section 7 consultation under the Federal Endangered Species Act.
2. If the City chooses not to purchase credits at a USFWS-approved bank, they shall follow USFWS requirements for providing a permanent conservation area that meets USFWS criteria and approval, as described in the VELB Framework (USFWS 2017b).

Mitigation Measure 4.3-3d: Consultation with USFWS

Caltrans, as the federal designated agency, will consult with USFWS under Section 7 of ESA for approval of transplanting and compensatory measures

outlined in Mitigation Measures 4.3-3b and 4.3-3c prior to project construction.

Mitigation Measure 4.3-4: Nesting Raptors

This mitigation would apply for the Proposed Trail Alignment, Alternative Alignments 1A, 1C, and 5A. The following measures shall be implemented to avoid, minimize and fully mitigate impacts to Swainson's hawk, white-tailed kite, as well as other raptors.

1. For project activities, including tree removal, that begin between February 15 and September 15, a qualified biologist shall conduct preconstruction surveys for nesting raptors and to identify active nests on and within 0.25 mile of the project site with direct line of sight from public access areas with the use of binoculars and spotting scopes to the proposed work areas. The surveys shall be conducted before the beginning of any construction activities between February 15 and September 15.
2. The City shall attempt to initiate upland construction activities before the nest initiation phase (i.e., before February 15). If breeding raptors establish an active nest site, as evidenced by nest building, egg laying, incubation, or other nesting behavior, near the construction area, they shall not be harassed or deterred from continuing with their normal breeding activities.
3. Impacts to nesting raptors shall be avoided by establishing appropriate buffers around active nest sites identified during preconstruction raptor surveys. No project activity shall commence within the buffer areas until a qualified biologist has determined the young have fledged, the nest is no longer active, or reducing the buffer, in coordination with CDFW, would not likely result in nest abandonment. CDFW guidelines recommend implementation of 500 feet for raptors, but the size of the buffer may be adjusted if a qualified biologist and the City, in consultation with CDFW, determine that such an adjustment would not likely adversely affect the nest. Monitoring of the nest by a qualified biologist during construction activities shall be required if the activity has potential to adversely affect the nest.
4. Trees shall not be removed during the breeding season for nesting raptors unless a survey by a qualified biologist verifies that there are not active nests within the trees or within 500 feet of the trees proposed to be removed. Loss of trees that provide potential nesting habitat shall be compensated by planting replacement trees according to Mitigation Measure 4.3-1 (wetlands/riparian trees) and Mitigation Measure 4.3-8 (protected oak trees).

Mitigation Measure 4.3-5: Special-status birds

This mitigation would apply for the Proposed Trail Alignment, Alignment Option 1A, 1C, and 5A. The following measures shall be implemented and are

intended to avoid, minimize, and fully mitigate impacts to nesting special-status birds.

1. The City shall ensure that before any ground-disturbing project activities begin for a given proposed trail segment, a qualified biologist shall identify potential habitat for nesting special-status bird species in areas that could be affected during the breeding season by construction.
2. If vegetation removal or other disturbance related to construction of the trail segment is required during the nesting season, focused surveys for active nests of special-status birds shall be conducted before and within 5 days of initiating construction by a qualified biologist. The appropriate area to be surveyed and timing of the survey may vary depending on the activity and species that could be affected. If no active nests are found during focused surveys, no further action under this measure shall be required.
3. If an active special-status bird nest is located during the preconstruction surveys, the biologist shall notify the City and the City shall notify CDFW. Construction shall be prohibited within a minimum of 25 feet of the nest to avoid disturbance until the nest is no longer active.
4. If construction stops for more than 5 days during the nesting season, a follow up survey shall be conducted to make sure that no birds moved into the area and started nesting.

Mitigation Measure 4.3-6: Western Pond Turtle.

This mitigation would apply for the Proposed Trail Alignment, Alignment Options 1A, 1C, and 5A.

1. Implement Mitigation Measure 4.3-1.
2. Before ground disturbance, all onsite construction personnel shall be instructed by a qualified biologist regarding the potential presence of western pond turtle, the importance of avoiding impacts on this species and its habitat, and recognition of western pond turtle and its habitat(s).
3. Within 24 hours before beginning construction activities within 200 feet of suitable aquatic habitat for western pond turtle, a qualified biologist shall inspect areas of anticipated disturbance for the presence of western pond turtle nests and individuals. If nests are found, a 100-foot no disturbance buffer shall be erected and maintained until the turtles have hatched and no obstructions between the nest and aquatic habitat shall be created. No vegetation clearing will be allowed within the buffer to shelter the turtles from the elements and potential predators.

4. If adult and juvenile turtles are found during preconstruction, dewatering, or fish rescue operations, the biologist shall relocate the western pond turtle to the nearest suitable habitat outside of the area of disturbance. The construction area shall be re-inspected whenever a lapse in construction activity of two weeks or more has occurred. The biologist shall be available thereafter; if a turtle is encountered during construction activities, the biologist shall relocate the western pond turtle to the nearest suitable aquatic habitat outside the area of disturbance. As suitable habitat is located throughout the area, it is not anticipated that turtles would be relocated far from construction areas and that they would recolonize following construction.
5. After completion of project-related construction activities, any temporary fill and construction debris shall be removed, and temporarily disturbed areas shall be restored to pre-project conditions. Restoration of grassland and riparian habitat shall be conducted as applicable under Mitigation Measure 4.3-1 (for riparian vegetation) and Mitigation Measure 4.3-4 (for grassland habitat) in proximity to the stream corridors.

Mitigation Measure 4.3-7: Special-status bats

This mitigation would apply for the Proposed Trail Alignment, Alternative Alignments 1A, 1C, and 5A.

1. Bat surveys shall be conducted by a qualified wildlife biologist within 5 days before removal of trees that have suitable roosting habitat for bats. Specific survey methodologies shall be determined in coordination with CDFW, and may include visual surveys of bats (e.g., observation of bats during foraging period), inspection for suitable habitat, bat sign (e.g., guano), or use of ultrasonic detectors (e.g., Petterson, Anabat, Wildlife Acoustics). Removal of any significant roost sites located shall be avoided to the extent feasible with a non-disturbance buffer of 250-feet. If it is determined that an active roost site cannot be avoided and will be affected, bats shall be excluded from the roost site before the site is removed. The City shall first notify and consult with CDFW on appropriate bat exclusion methods and roost removal procedures. Exclusion methods may include use of one-way doors at roost entrances (bats may leave, but not reenter), or sealing roost entrances when the site can be confirmed to contain no bats. Once it is confirmed that all bats have left the roost, crews shall be allowed to continue work in the area. The City may have to provide temporary suitable bat roosting habitat (i.e. bat boxes), prior, during, and after exclusion to provide bat roosting habitat.
2. Exclusion efforts shall be restricted during periods of sensitive activity (e.g., during winter hibernation or while females in maternity colonies are nursing young [generally, April 15 through August 15]). If a

hibernation or maternity roosting site is discovered, the project biologist and the City shall consult with CDFW to establish appropriate exclusionary buffers until all young are determined to be able to fly by the project biologist. Once it is determined that all young are able to fly, passive exclusion devices shall be installed and all bats will be allowed to leave voluntarily. Once it is determined by a qualified biologist that all bats have left the roost, crews shall be allowed to work within the buffer zone.

Mitigation Measure 4.3-8: Avoid impacts or mitigate for impacts to Valley Oak Woodland, and other Sensitive Vegetation Alliances and Associations (previously known as Sensitive Natural Communities)

This mitigation would apply for the Proposed Trail Alignment, Alignment Option 1A, 1C, and 5A.

1. To the maximum extent feasible, oak and riparian trees shall be avoided where possible and protection measures shall be implemented to protect oak woodlands, riparian areas and associated native trees from project-related impacts. The following measures shall be implemented for oak and riparian trees that would be impacted by project activities to avoid and minimize potential impacts to individual oak and riparian trees
 - a. Temporary protective fencing shall be installed at least one foot outside the dripline of the native oak tree before initiating construction to avoid damage to the tree canopy and root system. A circle with a radius measurement from the trunk of the tree to the tip of its longest limb will constitute the dripline protection area for each tree. Limbs must not be cut back to change the dripline. The area beneath the dripline is a critical portion of the root zone and defines the minimum protected area of each tree. Removing limbs that make up the dripline does not change the protected area.
 - b. No vehicles, construction equipment, mobile home/office, supplies, materials or facilities shall be driven, parked, stockpiled or located within the dripline of the native oak trees.
 - c. No grading shall be allowed within the dripline of the native oak tree.
 - d. No trenching shall be allowed within the dripline of the native oak tree. If it is necessary to install underground utilities within the dripline of the native oak tree, the utility line shall be jacked and bored under the supervision of a certified arborist.
 - e. Drainage patterns onsite shall not be modified so that water collects or stands within, or is diverted across, the dripline of any native oak tree.

- f. If ground disturbance must occur within the protected zone of a native oak tree, all work shall occur consistent with the City's Tree Preservation Ordinance requirements.
2. For those trees that cannot be avoided, the City shall comply with any riparian habitat conditions to comply with the Compensatory Wetland, Stream and Riparian Mitigation and Monitoring Plan that will be developed during the Section 404, Section 401, and Section 1602 permitting process as described in Mitigation Measure 4.3-1. Additionally, the City shall implement the following:
 - a. An arborist report shall be conducted to identify the species and quantities of trees that will be removed to implement the project.
 - b. If native oak trees are removed, they shall be replaced as outlined in the City's Tree Preservation Ordinance 19.66.070. A Tree Planting and Maintenance Plan showing species, size, spacing and location of plantings, and the location and species of established vegetation shall be prepared. A monitoring program shall also be established to ensure compliance with any prescribed mitigation measures established by the project and to monitor the oak woodland restoration area.
 - c. Fully implement Mitigation Measure 4.3-1, which requires the City to secure and comply with a CDFW Streambed Alteration Agreement that would include a riparian restoration component.

Mitigation Measure 4.3-9: Special-status plants – Sanford's arrowhead.

This mitigation would apply for the Proposed Trail Alignment, Alternative Alignments 1A, 1C, and 5A.

The City shall implement the following measures to reduce potential impacts on Sanford's arrowhead:

1. Prior to project construction and during the blooming period for Sanford's arrowhead (May – November), a qualified botanist shall conduct floristic-level surveys for Sanford's arrowhead in areas where potentially suitable habitat would be removed or disturbed by project activities. The normal blooming period for Sanford's arrowhead generally indicates the optimal survey period when the species is most identifiable.
2. If no Sanford's arrowhead plants are found, the botanist shall document the findings in a letter report to the City of Roseville and CDFW and no further mitigation shall be required.
3. If Sanford's arrowhead plants are found that cannot be avoided during construction, the City shall consult with CDFW to determine the appropriate mitigation measures for direct and indirect impacts that could occur as a result of project construction and shall implement the agreed-upon mitigation measures to achieve no net loss of occupied habitat or individuals. Mitigation measures may include preserving and enhancing existing populations, creation of offsite (but within the

stream reach) populations on project mitigation sites through seed collection or transplantation, and/or restoring or creating suitable habitat in sufficient quantities to achieve no net loss of occupied habitat and/or individuals. Potential mitigation sites could include suitable locations along the stream but outside of the construction areas. A mitigation and monitoring plan shall be developed describing how unavoidable losses of special-status plants will be compensated.

4. If relocation efforts are part of the mitigation plan, the plan shall include details on the methods to be used, including collection, storage, propagation, receptor site preparation, installation, long-term protection and management, monitoring and reporting requirements, success criteria, and remedial action responsibilities should the initial effort fail to meet long-term monitoring requirements.
5. Success criteria for preserved and compensatory populations shall include:
 - a. The extent of occupied area and plant density (number of plants per unit area) in compensatory populations shall be equal to or greater than the affected occupied habitat.
 - b. Compensatory and preserved populations shall be self-producing. Populations shall be considered self-producing when:
 - i. plants reestablish annually for a minimum of five years with no human intervention such as supplemental seeding;
 - ii. reestablished and preserved habitats contain an occupied area and flower density comparable to existing occupied habitat areas in similar habitat types in the project vicinity.
 - c. If off-site mitigation includes dedication of conservation easements, purchase of mitigation credits, or other off-site conservation measures, the details of these measures shall be included in the mitigation plan, including information on responsible parties for long-term management, conservation easement holders, long-term management requirements, success criteria such as those listed above and other details, as appropriate to target the preservation of long term viable populations.

Mitigation Measure 4.3-10: Movement of native resident or migratory fish or wildlife species or migratory wildlife corridors or impede the use of native wildlife nursery sites.

This mitigation would apply for the Proposed Trail Alignment, Alternative Alignments 1A, 1C, and 5A.

Implementation of Mitigation Measure 4.3-1 and Mitigation Measure 4.3-2 would ensure that impacted habitats are mitigated for or restored, and work windows would prevent impact to migratory fish species. The work windows would allow the fish to freely use the stream corridors during migration to and

from the streams. Impacted habitats (i.e., aquatic, riparian and SRA) would be restored or mitigated for and although affected their long-term function as breeding or nursery site would not be impacted.

D. Statement of Overriding Considerations

The City of Roseville FEIR identifies certain significant impacts to the environment that cannot be avoided or substantially lessened with the application of feasible mitigation measures or feasible alternatives. Because there are significant and unavoidable impacts the Central Valley Water Board provides this Statement of Overriding Considerations in compliance with CEQA. (Public Resources Code, section 21081, subd (b); California Code of Regulations, title 14, section 15093.)

The significant and unavoidable impacts and the benefits related to implementing the Dry Creek Greenway East Trail Project are disclosed in the City of Roseville FEIR, CEQA Findings of Fact, and Statement of Overriding Considerations. The unavoidable impacts to water resources are discussed in subsection C above.

The Central Valley Water Board has considered the economic, legal, social, technological, and other benefits of the Project against its significant unavoidable impacts to water resources and finds that the specific economic, legal, social, and technological benefits of implementing the Project outweigh the significant and unavoidable impacts to water resources.

E. Determination

The Central Valley Water Board has reviewed and considered the environmental document and supplemental information provided by the City of Roseville and has reached its own conclusion to approve this Project. The Central Valley Water Board will file a NOD with the SCH within five (5) working days from the issuance of this Order. (California Code of Regulations, title 14, section 15096.)

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Attachment D – Reports and Notification Requirements

I. Copies of this form

In order to identify your project, it is necessary to include a copy of the Project specific Cover Sheet below with your report; please retain for your records. If you need to obtain a copy of the Cover Sheet, you may download a copy of this Order as follows:

- A. [Central Valley Regional Water Quality Control Board's Adopted Orders Web page](https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/401_wqcerts/)
(https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/401_wqcerts/)
- B. Find your Order based on the County, Permittee, WDID No., and/or Project Name.

II. Report Submittal Instructions

- A. Check the box on the Report and Notification Cover Sheet next to the report or notification you are submitting. **(See your Order for specific reports required for your Project)**
- **Part A (Monthly and Annual Reports):** These reports will be submitted monthly and annually until a Notice of Project Complete Letter is issued.
 - **Part B (Project Status Notifications):** Used to notify the Central Valley Water Board of the status of the Project schedule that may affect Project billing.
 - **Part C (Conditional Notifications and Reports):** Required on a case by case basis for accidental discharges of hazardous materials, violation of compliance with water quality standards, notification of in-water work, or other reports.
- B. Sign the Report and Notification Cover Sheet and attach all information requested for the Report Type.
- C. Electronic Report Submittal Instructions:
- Submit signed Report and Notification Cover Sheet and required information via email to: centralvalleysacramento@waterboards.ca.gov and cc: Sara.Gevorgyan@waterboards.ca.gov.
 - Include in the subject line of the email:
ATTN: Sara Gevorgyan; Project Name; and WDID No. 5A31CR00583

III. Definition of Reporting Terms

A. Active Discharge Period:

The active discharge period begins with the effective date of this Order and ends on the date that the Permittee receives a Notice of Completion of Discharges Letter or, if no post-construction monitoring is required, a Notice of Project Complete Letter. The Active Discharge Period includes all elements of the Project including site construction and restoration, and any Permittee responsible compensatory mitigation construction.

B. Request for Notice of Completion of Discharges Letter:

This request by the Permittee to the Central Valley Water Board staff pertains to projects that have post construction monitoring requirements, e.g. if site restoration was required to be monitored for 5 years following construction. Central Valley Water Board staff will review the request and send a Completion of Discharges Letter to the Permittee upon approval. This letter will initiate the post-discharge monitoring period.

C. Request for Notice of Project Complete Letter:

This request by the Permittee to the Central Valley Water Board staff pertains to projects that either have completed post-construction monitoring and achieved performance standards or have no post-construction monitoring requirements, and no further Project activities are planned. Central Valley Water Board staff will review the request and send a Project Complete Letter to the Permittee upon approval. Termination of annual invoicing of fees will correspond with the date of this letter.

D. Post-Discharge Monitoring Period:

The post-discharge monitoring period begins on the date of the Notice of Completion of Discharges Letter and ends on the date of the Notice of Project Complete Letter issued by the Central Valley Water Board staff. The Post-Discharge Monitoring Period includes continued water quality monitoring or compensatory mitigation monitoring.

E. Effective Date:

22 November 2022

IV. Map/Photo Documentation Information

When submitting maps or photos, please use the following formats.

A. Map Format Information:

Preferred map formats of at least 1:24000 (1" = 2000') detail (listed in order of preference):

- **GIS shapefiles:** The shapefiles must depict the boundaries of all project areas and extent of aquatic resources impacted. Each shape should be attributed with the extent/type of aquatic resources impacted. Features and boundaries should be accurate to within 33 feet (10 meters). Identify datum/projection used and if possible, provide map with a North American Datum of 1983 (NAD83) in the California Teale Albers projection in feet.
- **Google KML files** saved from Google Maps: My Maps or Google Earth Pro. Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. Include URL(s) of maps. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.
- **Other electronic format** (CAD or illustration format) that provides a context for location (inclusion of landmarks, known structures, geographic coordinates, or USGS DRG or DOQQ). Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.
- Aquatic resource maps marked on paper **USGS 7.5-minute topographic maps** or **Digital Orthophoto Quarter Quads (DOQQ)** printouts. Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.

B. Photo-Documentation:

Include a unique identifier, date stamp, written description of photo details, and latitude/longitude (in decimal degrees) or map indicating location of photo. Successive photos should be taken from the same vantage point to compare pre/post construction conditions.

V. Report and Notification Cover Sheet

Project: Dry Creek Greenway East Trail Project
Permittee: City of Roseville
WDID: 5A31CR00583
Reg. Meas. ID: 448996
Place ID: 882943
Order Effective Date: 22 November 2022
Order Expiration Date: 21 November 2027

VI. Report Type Submitted

A. Part A – Project Reporting

Report Type 1 ☐ Monthly Report
Report Type 2 ☐ Annual Report

B. Part B – Project Status Notifications

Report Type 3 ☐ Commencement of Construction
Report Type 4 ☐ Request for Notice of Completion of Discharges Letter
Report Type 5 ☐ Request for Notice of Project Complete Letter

C. Part C – Conditional Notifications and Reports

Report Type 6 ☐ Accidental Discharge of Hazardous Material Report
Report Type 7 ☐ Violation of Compliance with Water Quality Standards Report
Report Type 8 ☐ In-Water Work/Diversions Water Quality Monitoring Report
Report Type 9 ☐ Modifications to Project Report
Report Type 10 ☐ Transfer of Property Ownership Report
Report Type 11 ☐ Transfer of Long-Term BMP Maintenance Report

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

Print Name¹

Affiliation and Job Title

Signature

Date

¹STATEMENT OF AUTHORIZATION (include if authorization has changed since application was submitted)

I hereby authorize _____ to act in my behalf as my representative in the submittal of this report, and to furnish upon request, supplemental information in support of this submittal.

Permittee's Signature

Date

*This Report and Notification Cover Sheet must be signed by the Permittee or a duly authorized representative and included with all written submittals.

A. Part A – Project Reporting

1. Report Type 1 - Monthly Report

- a. Report Purpose** - Notifies Central Valley Water Board staff of the Project status and environmental compliance activities on a monthly basis.
- b. When to Submit** - On the 1st day of each month after the submittal of the Commencement of Construction Notification until a Notice of Project Complete Letter is issued to the Permittee.
- c. Report Contents** -
 - i. Construction Summary

Describe Project progress and schedule including initial ground disturbance, site clearing and grubbing, road construction, site construction, and the implementation status of construction storm water Best Management Practices (BMPs). Best Management Practices (BMPs) is a term used to describe a type of water pollution or environmental control. If construction has not started, provide estimated start date.
 - ii. Event Summary

Describe distinct Project activities and occurrences, including environmental monitoring, surveys, and inspections.
 - iii. Photo Summary

Provide photos of Project activities. For each photo, include a unique site identifier, date stamp, written description of photo details, and latitude/longitude (in decimal degrees) or map indicating location of photo. Successive photos should be taken from the same vantage point to compare pre/post construction conditions.
 - iv. Compliance Summary
 - List name and organization of environmental surveyors, monitors, and inspectors involved with monitoring environmental compliance for the reporting period.
 - List associated monitoring reports for the reporting period.
 - Summarize observed incidences of non-compliance, compliance issues, minor problems, or occurrences.
 - Describe each observed incidence in detail. List monitor name and organization, date, location, type of incident, corrective action taken (if any), status, and resolution.

2. Report Type 2 - Annual Report

- a. **Report Purpose** - Notify the Central Valley Water Board staff of Project status during both the active discharge and post-discharge monitoring periods.
- b. **When to Submit** - Annual reports shall be submitted each year on the 1st day of December. Annual reports shall continue until a Notice of Project Complete Letter is issued to the Permittee.
- c. **Report Contents** - The contents of the annual report shall include the topics indicated below for each project period. Report contents are outlined in Annual Report Topics below.

During the Active Discharge Period

- **Topic 1: Construction Summary**
- **Topic 2: Mitigation for Temporary Impacts Status**
- **Topic 3: Compensatory Mitigation for Permanent Impacts Status**

During the Post-Discharge Monitoring Period

- **Topic 2: Mitigation for Temporary Impacts Status**
- **Topic 3: Compensatory Mitigation for Permanent Impacts Status**

- i. Annual Report Topic 1 - Construction Summary

When to Submit - With the annual report during the Active Discharge Period.

Report Contents - Project progress and schedule including initial ground disturbance, site clearing and grubbing, road construction, site construction, and the implementation status of construction storm water best management practices (BMPs). If construction has not started, provide estimated start date and reasons for delay.

1) Map showing general Project progress.

2) If applicable:

- a) Summary of Conditional Notification and Report Types 6 and 7 (Part C below).
- b) Summary of Certification Deviations. See Certification Deviation Attachment for further information.

- ii. Annual Report Topic 2 - Mitigation for Temporary Impacts Status

When to Submit - With the annual report during both the Active Discharge Period and Post-Discharge Monitoring Period.

Report Contents -

- 1) Planned date of initiation and map showing locations of mitigation for temporary impacts to waters of the state and all upland areas of temporary disturbance which could result in a discharge to waters of the state.
- 2) If mitigation for temporary impacts has already commenced, provide a map and information concerning attainment of performance standards contained in the restoration plan.
- iii. Annual Report Topic 3 - Compensatory Mitigation for Permanent Impacts Status

When to Submit - With the annual report during both the Active Discharge Period and Post-Discharge Monitoring Period.

Report Contents - *If not applicable report N/A.

1) Part A. Permittee Responsible

- a) Planned date of initiation of compensatory mitigation site installation.
- b) If installation is in progress, a map of what has been completed to date.
- c) If the compensatory mitigation site has been installed, provide a final map and information concerning attainment of performance standards contained in the compensatory mitigation plan.

2) Part B. Mitigation Bank or In-Lieu Fee

- a) Status or proof of purchase of credit types and quantities.
- b) Include the name of bank/ILF Program and contact information.
- c) If ILF, location of project and type if known.

B. Part B – Project Status Notifications

1. Report Type 3 - Commencement of Construction

- a. **Report Purpose** - Notify Central Valley Water Board staff prior to the start of construction.
- b. **When to Submit** - Must be received at least seven (7) days prior to start of initial ground disturbance activities.
- c. **Report Contents** -
 - i. Date of commencement of construction.
 - ii. Anticipated date when discharges to waters of the state will occur.
 - iii. Project schedule milestones including a schedule for onsite compensatory mitigation, if applicable.

- iv. Construction Storm Water General Permit WDID No.
- v. Proof of purchase of compensatory mitigation for permanent impacts from the mitigation bank or in-lieu fee program.

2. Report Type 4 - Request for Notice of Completion of Discharges Letter

- a. Report Purpose** - Notify Central Valley Water Board staff that post-construction monitoring is required and that active Project construction, including any mitigation and permittee responsible compensatory mitigation, is complete.
- b. When to Submit** - Must be received by Central Valley Water Board staff within thirty (30) days following completion of all Project construction activities.
- c. Report Contents** -
 - i. Status of storm water Notice of Termination(s), if applicable.
 - ii. Status of post-construction storm water BMP installation.
 - iii. Pre- and post-photo documentation of all Project activity sites where the discharge of dredge and/or fill/excavation was authorized.
 - iv. Summary of Certification Deviation discharge quantities compared to initial authorized impacts to waters of the state, if applicable.
 - v. An updated monitoring schedule for mitigation for temporary impacts to waters of the state and permittee responsible compensatory mitigation during the post-discharge monitoring period, if applicable.

3. Report Type 5 - Request for Notice of Project Complete Letter

- a. Report Purpose** - Notify Central Valley Water Board staff that construction and/or any post-construction monitoring is complete, or is not required, and no further Project activity is planned.
- b. When to Submit** - Must be received by Central Valley Water Board staff within thirty (30) days following completion of all Project activities.
- c. Report Contents** -
 - i. Part A: Mitigation for Temporary Impacts
 - 1) A report establishing that the performance standards outlined in the restoration plan have been met for Project site upland areas of temporary disturbance which could result in a discharge to waters of the state.
 - 2) A report establishing that the performance standards outlined in the restoration plan have been met for restored areas of temporary impacts to waters of the state. Pre- and post-photo documentation of all restoration sites.

- ii. Part B: Permittee Responsible Compensatory Mitigation
 - 1) A report establishing that the performance standards outlined in the compensatory mitigation plan have been met.
 - 2) Status on the implementation of the long-term maintenance and management plan and funding of endowment.
 - 3) Pre- and post-photo documentation of all compensatory mitigation sites.
 - 4) Final maps of all compensatory mitigation areas (including buffers).
- iii. Part C: Post-Construction Storm Water BMPs
 - 1) Date of storm water Notice of Termination(s), if applicable.
 - 2) Report status and functionality of all post-construction BMPs.
 - 3) Dates and report of visual post-construction inspection during the rainy season as indicated in XIV.C.4.

C. Part C – Conditional Notifications and Reports

1. Report Type 6 - Accidental Discharge of Hazardous Material Report

- a. **Report Purpose** - Notifies Central Valley Water Board staff that an accidental discharge of hazardous material has occurred.
- b. **When to Submit** - Within five (5) working days of notification to the Central Valley Water Board of an accidental discharge. Continue reporting as required by Central Valley Water Board staff.
- c. **Report Contents** -
 - i. The report shall include the OES Incident/Assessment Form, a full description and map of the accidental discharge incident (i.e. location, time and date, source, discharge constituent and quantity, aerial extent, and photo documentation). If applicable, the OES Written Follow-Up Report may be substituted.
 - ii. If applicable, any required sampling data, a full description of the sampling methods including frequency/dates and times of sampling, equipment, locations of sampling sites.
 - iii. Locations and construction specifications of any barriers, including silt curtains or diverting structures, and any associated trenching or anchoring.

2. Report Type 7 - Violation of Compliance with Water Quality Standards Report

- a. **Report Purpose** - Notifies Central Valley Water Board staff that a violation of compliance with water quality standards has occurred.

- b. **When to Submit** - The Permittee shall report any event that causes a violation of water quality standards within three (3) working days of the noncompliance event notification to Central Valley Water Board staff.
- c. **Report Contents** - The report shall include: the cause; the location shown on a map; and the period of the noncompliance including exact dates and times. If the noncompliance has not been corrected, include: the anticipated time it is expected to continue; the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance; and any monitoring results if required by Central Valley Water Board staff.

3. **Report Type 8 - In-Water Work and Diversions Water Quality Monitoring Report**

- a. **Report Purpose** - Notifies Central Valley Water Board staff of the start and completion of in-water work. Reports the sampling results during in-water work and during the entire duration of temporary surface water diversions.
- b. **When to Submit** – At least forty-eight (48) hours prior to the start of in-water work. Within three (3) working days following the completion of in-water work. Surface water monitoring reports to be submitted two (2) weeks on initiation of in-water construction and during entire duration of temporary surface water diversions. Continue reporting in accordance with the approved water quality monitoring plan or as indicated in XIV.C.3.
- c. **Report Contents** - As required by the approved water quality monitoring plan or as indicated in XIV.C.3.

4. **Report Type 9 - Modifications to Project Report**

- a. **Report Purpose** - Notifies Central Valley Water Board staff if the Project, as described in the application materials, is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority.
- b. **When to Submit** - If Project implementation as described in the application materials is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority.
- c. **Report Contents** - A description and location of any alterations to Project implementation. Identification of any Project modifications that will interfere with the Permittee's compliance with the Order.

5. **Report Type 10 - Transfer of Property Ownership Report**

- a. **Report Purpose** - Notifies Central Valley Water Board staff of change in ownership of the Project or Permittee-responsible mitigation area.

b. When to Submit - At least 10 working days prior to the transfer of ownership.

c. Report Contents -

- i. A statement that the Permittee has provided the purchaser with a copy of this Order and that the purchaser understands and accepts:
 - 1) the Order's requirements and the obligation to implement them or be subject to administrative and/or civil liability for failure to do so; and
 - 2) responsibility for compliance with any long-term BMP maintenance plan requirements in this Order. Best Management Practices (BMPs) is a term used to describe a type of water pollution or environmental control.
- ii. A statement that the Permittee has informed the purchaser to submit a written request to the Central Valley Water Board to be named as the permittee in a revised order.

6. Report Type 11 - Transfer of Long-Term BMP Maintenance Report

a. Report Purpose - Notifies Central Valley Water Board staff of transfer of long-term BMP maintenance responsibility.

b. When to Submit - At least 10 working days prior to the transfer of BMP maintenance responsibility.

c. Report Contents - A copy of the legal document transferring maintenance responsibility of post-construction BMPs.

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Attachment E – Signatory Requirements

All documents submitted in compliance with this Order shall meet the following signatory requirements:

- A.** All applications, reports, or information submitted to the Central Valley Water Quality Control Board (Central Valley Water Board) must be signed and certified as follows:
 - 1.** For a corporation, by a responsible corporate officer of at least the level of vice-president.
 - 2.** For a partnership or sole proprietorship, by a general partner or proprietor, respectively.
 - 3.** For a municipality, or a state, federal, or other public agency, by either a principal executive officer or ranking elected official.
- B.** A duly authorized representative of a person designated in items 1.a through 1.c above may sign documents if:
 - 1.** The authorization is made in writing by a person described in items 1.a through 1.c above.
 - 2.** The authorization specifies either an individual or position having responsibility for the overall operation of the regulated activity.
 - 3.** The written authorization is submitted to the Central Valley Water Board Staff Contact prior to submitting any documents listed in item 1 above.
- C.** Any person signing a document under this section shall make the following certification:

“I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.”

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Attachment F – Certification Deviation Procedures

I. Introduction

These procedures are put into place to preclude the need for Order amendments for minor changes in the Project routing or location. Minor changes or modifications in project activities are often required by the Permittee following start of construction. These deviations may potentially increase or decrease impacts to waters of the state. In such cases, a Certification Deviation, as defined in Section XIV.L of the Order, may be requested by the Permittee as set forth below:

II. Process Steps

A. Who may apply:

The Permittee or the Permittee's duly authorized representative or agent (hereinafter, "Permittee") for this Order.

B. How to apply:

By letter or email to the 401 staff designated as the contact for this Order.

C. Certification Deviation Request:

The Permittee will request verification from the Central Valley Water Board staff that the project change qualifies as a Certification Deviation, as opposed to requiring an amendment to the Order. The request should:

1. Describe the Project change or modification:
 - a. Proposed activity description and purpose;
 - b. Why the proposed activity is considered minor in terms of impacts to waters of the state;
 - c. How the Project activity is currently addressed in the Order; and,
 - d. Why a Certification Deviation is necessary for the Project.
2. Describe location (latitude/longitude coordinates), the date(s) it will occur, as well as associated impact information (i.e., temporary or permanent, federal or non-federal jurisdiction, water body name/type, estimated impact area, etc.) and minimization measures to be implemented.
3. Provide all updated environmental survey information for the new impact area.
4. Provide a map that includes the activity boundaries with photos of the site.
5. Provide verification of any mitigation needed according to the Order conditions.

6. Provide any other information required by Central Valley Water Board staff to determine whether the Project change or modification necessitates additional environmental review. (California Code of Regulations, Title 14, sections 15061, 15162-15164.)

D. Post-Discharge Certification Deviation Reporting:

1. Within 30 calendar days of completing the approved Certification Deviation activity, the Permittee will provide a post-discharge activity report that includes the following information:
 - a. Activity description and purpose;
 - b. Activity location, start date, and completion date;
 - c. Erosion control and pollution prevention measures applied;
 - d. The net change in impact area by water body type(s) in acres, linear feet and cubic yards;
 - e. Mitigation plan, if applicable; and,
 - f. Map of activity location and boundaries; post-construction photos.

E. Annual Summary Deviation Report:

1. Until a Notice of Completion of Discharges Letter or Notice of Project Complete Letter is issued, include in the Annual Project Report (see Construction Notification and Reporting attachment) a compilation of all Certification Deviation activities through the reporting period with the following information:
 - a. Site name(s);
 - b. Date(s) of Certification Deviation approval;
 - c. Location(s) of authorized activities;
 - d. Impact area(s) by water body type prior to activity in acres, linear feet and cubic yards, as originally authorized in the Order;
 - e. Actual impact area(s) by water body type in, acres, linear feet and cubic yards, due to Certification Deviation activity(ies);
 - f. The net change in impact area by water body type(s) in acres, linear feet and cubic yards; and
 - g. Mitigation to be provided (approved mitigation ratio and amount).

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**Attachment G - Compliance with Code of Federal Regulations,
Title 40, Section 121.7, Subdivision (d)**

The purpose of this Attachment is to comply with Code of Federal Regulations, title 40, section 121.7, subdivision (d), which requires all certification conditions to provide an explanation of why the condition is necessary to assure that any discharge authorized under the certification will comply with water quality requirements and a citation to federal, state, or tribal law that authorizes the condition. This Attachment uses the same organizational structure as Section XIV of the Order, and the statements below correspond with the conditions set forth in Section XIV. The other Order Sections are not "conditions" as used in Code of Federal Regulations, title 40, section 121.7

I. General Justification for Section XIV Conditions

Pursuant to Clean Water Act section 401 and California Code of Regulations, title 23, section 3859, subdivision (a), the Central Valley Water Board, when issuing water quality certifications, may set forth conditions to ensure compliance with applicable water quality standards and other appropriate requirements of state law. Under California Water Code section 13160, the State Water Resources Control Board is authorized to issue water quality certifications under the Clean Water Act and has delegated this authority to the executive officers of the regional water quality controls boards for projects within the executive officer's region of jurisdiction. (California Code of Regulations, title 23, section 3838.)

The conditions within the Order are generally required pursuant to the Central Valley Water Board's Water Quality Control Plan for the Sacramento River and San Joaquin River Basins, Fifth Edition, May 2018 (Basin Plan), which was adopted and is periodically revised pursuant to Water Code section 13240. The Basin Plan includes water quality standards, which consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies. For instance, the Basin Plan includes water quality objectives for chemical constituents, oil and grease, pH, sediment, suspended material, toxicity and turbidity, which ensure protection of beneficial uses.

The State Water Board's Antidegradation Policy, "Statement of Policy with Respect to Maintaining High Quality Waters in California," Resolution No. 68-16, requires that the quality of existing high-quality water be maintained unless any change will be consistent with the maximum benefit to the people of the state, will not unreasonably affect present or anticipated future beneficial uses of such water, and will not result in water quality less than that prescribed in water quality control plans or policies. The Antidegradation Policy further requires best practicable treatment or control of the discharge necessary to assure that pollution or nuisance will not occur and the highest water quality consistent with maximum benefit to the people of the state will be maintained. The Basin Plan incorporates this Policy. The state Antidegradation Policy incorporates the federal Antidegradation Policy (40 C.F.R. section 131.12 (a)(1)), which requires "[e]xisting instream water uses and the level of water quality necessary to protect the existing uses shall be maintained and protected."

The State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State (Dredge or Fill Procedures), adopted pursuant to Water Code sections 13140 and 13170, authorize approval of dredge or fill projects only if the demonstrations set forth in Section IV.B.1 of the Dredge or Fill Procedures have been satisfied.

California Code of Regulations, title 23, sections 3830 et seq. set forth state regulations pertaining to water quality certifications. In particular, section 3856 sets forth information that must be included in water quality certification requests, and section 3860 sets forth standard conditions that shall be included in all water quality certification actions.

Finally, Water Code sections 13267 and 13383 authorize the regional and state boards to establish monitoring and reporting requirements for persons discharging or proposing to discharge waste.

II. Specific Justification for Section XIV Conditions

A. Authorization

Authorization under the Order is granted based on the application submitted. The Permittee is required to detail the scope of project impacts in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856.

B. Reporting and Notification Requirements

1. Project Reporting

2. Project Status Notifications

The reporting and notification conditions under Sections B.1 and B.2 are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable Basin Plan requirements. These monitoring and reporting requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or

monitoring program reports required by the regional board. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

3. Conditional Notifications and Reports

a. Accidental Discharges of Hazardous Materials

Conditions under Section B.3.a related to notification and reporting requirements in the event of an accidental discharge of hazardous materials are required pursuant to section 13271 of the Water Code, which requires immediate notification of the Office of Emergency Services of the discharge in accordance with the spill reporting provision of the state toxic disaster contingency plan adopted pursuant to Article 3.7 (commencing with Section 8574.16) of Chapter 7 of Division 1 of Title 2 of the Government Code. "Hazardous materials" is defined under Health and Safety Code section 25501. These reports related to accidental discharges ensure that corrective actions, if any, that are necessary to minimize the impact or clean up such discharges can be taken as soon as possible.

b. Violation of Compliance with Water Quality Standards

c. In-Water work and Diversions

Conditions under Section B.3.b and B.3.c related to monitoring and reporting on water quality standard compliance and in-water work and diversions are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable water quality objectives under the Basin Plan. These monitoring and reporting requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

d. Modifications to Project

Authorization under this Order is granted based on the application and supporting information submitted. Conditions under Section B.3.d are necessary to ensure that if there are modifications to the project, that the

Order requirements remain applicable. The Permittee is required to detail the scope of project impacts in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856.

e. Transfer of Property Ownership

f. Transfer of Long-Term BMP Maintenance

Authorization under this Order is granted based on the application information submitted, including identification of the legally responsible party. Conditions under Sections B.3.e and B.3.f are necessary to confirm whether the new owner wishes to assume legal responsibility for compliance with this Order. If not, the original discharger remains responsible for compliance with this Order. Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856.

C. Water Quality Monitoring

Conditions under Section C related to water quality monitoring are required to confirm that best management practices required under this Order are sufficient to protect beneficial uses and to comply with water quality objectives to protect those uses under the Basin Plan. Applicable water quality objectives and beneficial uses are identified in the Order. These monitoring requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Water Code section 13383 authorizes the

regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

D. Standard

1. This Order is subject to modification or revocation

This is a standard condition that “shall be included as conditions of all water quality certification actions” pursuant to California Code of Regulations, title 23, section 3860(a). This condition places the permittee on notice that the certification action may be modified or revoked following administrative or judicial review.

2. This Order is not intended and shall not be construed to apply to any activity involving a hydroelectric facility

This is a standard condition that “shall be included as conditions of all water quality certification actions” pursuant to California Code of Regulations, title 23, section 3860(b). This condition clarifies the scope of the certification’s application.

3. This Order is conditioned upon total payment of any fee

This is a standard condition that “shall be included as conditions of all water quality certification actions” pursuant to California Code of Regulations, title 23, section 3860(c). This fee requirement condition is also required pursuant to California Code of Regulations, section 3833(b).

E. General Compliance

1. Failure to comply with any condition of this Order

The condition under Section E.1 places the Permittee on notice of any violations of Order requirements. Pursuant to Water Code section 13385, subdivision (a)(2), a person who violates any water quality certification issued pursuant to Water Code section 13160 shall be liable civilly.

2. Permitted actions must not cause a violation of any applicable water quality standards

Conditions under Section E.2 related to compliance with water quality objectives and designated beneficial uses are required pursuant to the Central Valley Water Board’s Basin Plan. The Basin Plan’s water quality standards consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies. The Antidegradation Policy requires that the quality of existing high-quality water be maintained unless any change will be consistent with the maximum benefit to the people of the state, will not unreasonably affect present or anticipated future beneficial uses of such water, and will not result in water quality less than that prescribed in water

quality control plans or policies. The Antidegradation Policy further requires best practicable treatment or control of the discharge necessary to assure that pollution or nuisance will not occur and the highest water quality consistent with maximum benefit to the people of the state will be maintained. Applicable beneficial uses and water quality objectives to protect those uses include the Chemical Constituents (Basin Plan, Section 3.1.3), Oil and Grease (Basin Plan, Section 3.1.10), pH (Basin Plan, Section 3.1.11), Sediment (Basin Plan, 3.1.15), Suspended Material (3.1.17), Toxicity (Basin Plan, 3.1.20), and Turbidity (Basin Plan, Section 3.1.21) water quality objectives.

3. In response to a suspected violation of any condition of this Order, the Central Valley Water Board may require

Conditions under Section E.3 related to monitoring and reporting are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable Basin Plan requirements. These monitoring and reporting requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Technical supports submitted pursuant to Water Code section 13267 are required to be submitted under penalty of perjury. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

4. The Permittee must, at all times, fully comply with engineering plans, specifications, and technical reports

Authorization under the Order is granted based on the application and supporting information submitted. The Permittee is required to detail the project description in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856. Finally, compliance with conditions of the

Order ensures that the Project will comply with all water quality standards and other appropriate requirements as detailed herein. (California Code of Regulations, title 23, section 3859, subdivision (a).)

5. This Order and all of its conditions herein continue to have full force and effect

This condition ensures continued compliance with applicable water quality standards and other appropriate requirements of state law. Notwithstanding any determinations by the U.S. Army Corps or other federal agency pursuant to 40 C.F.R. section 121.9, the Permittee must comply with the entirety of this certification because, pursuant to State Water Board Water Quality Order No. 2003-0017-DWQ, this Order also serves as Waste Discharge Requirements pursuant to the Porter-Cologne Water Quality Control Act.

6. The Permittee shall adhere to all requirements in the mitigation monitoring and reporting program

This condition ensures mitigation measures required to lessen the significance of impacts to water quality identified pursuant to California Environmental Quality Act review are implemented and enforceable. Pursuant to California Code of Regulations, title 14, section 15097, subdivision (a), a public agency shall adopt a program for monitoring and reporting on mitigation measures imposed to mitigate or avoid significant environmental effects to ensure implementation.

7. Construction General Permit Requirement

Permittees are required to obtain coverage under National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ; NPDES No. CAS000002), as amended, for discharges to surface waters comprised of storm water associated with construction activity, including, but not limited to, demolition, clearing, grading, excavation, and other land disturbance activities of one or more acres, or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres. This is required pursuant to Clean Water Act sections 301 and 402 which prohibit certain discharges of storm water containing pollutants except in compliance with an NPDES permit. (33 U.S.C. section 1311, and 1342(p); 40 C.F.R. parts 122, 123, and 124.)

F. Administrative

1. Signatory requirements for all document submittals

The condition for signatory requirements is required pursuant to Water Code section 13267, which requires any person discharging waste that could affect the quality of waters to provide to the Central Valley Water Board, under penalty of perjury, any technical or monitoring program reports as required by

the Central Valley Water Board. The signatory requirements are consistent with 40 C.F.R. section 122.22.

2. This Order does not authorize any act which results in the taking of a threatened, endangered, or candidate species

Pursuant to the California Endangered Species Act (Fish & Wildlife Code, sections 2050 et seq.) and federal Endangered Species Act (16 U.S.C. sections 1531 et seq.), the Order does not authorize any act which results in the taking of a threatened, endangered, or candidate species. In the event a Permittee requires authorization from the state or federal authorities, California Code of Regulations, title 23, section 3856(e), requires that copies be provided to the Central Valley Water Board of “any final and signed federal, state, and local licenses, permits, and agreements (or copies of the draft documents, if not finalized) that will be required for any construction, operation, maintenance, or other actions associated with the activity. If no final or draft document is available, a list of all remaining agency regulatory approvals being sought shall be included.”

3. The Permittee shall grant Central Valley Water Board staff

The condition related to site access requirements is authorized pursuant to the Central Valley Water Board’s authority to investigate the quality of any waters of the state within its region under Water Code section 13267 and 13383. Water Code section 13267, subdivision (c) provides that “the regional board may inspect the facilities of any person to ascertain whether the purposes of this division are being met and waste discharge requirements are being complied with.” Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

4. A copy of this Order shall be provided to any consultants, contractors, and subcontractors

This Condition ensures any agent of the Permittee is aware of Order requirements. Such conditions within the Order are necessary to ensure that all activities will comply with applicable water quality standards and other appropriate requirements (33 U.S.C. section 1341; California Code of Regulations, title 23, section 3859, subdivision (a)) and cannot be adhered to if the Permittees’ agents are unaware of applicable requirements. These conditions are necessary to ensure compliance with applicable water quality objectives and protection of beneficial uses found in the Basin Plan, adopted pursuant to Water Code section 13240, and detailed in the Order.

5. A copy of this Order must be available at the Project site(s) during construction . . .

This Condition ensures any agent of the Permittee is aware of Order requirements. Such conditions within the Order are necessary to ensure that

all activities will comply with applicable water quality standards and other appropriate requirements (33 U.S.C. section 1341; California Code of Regulations, title 23, section 3859, subdivision (a)) and cannot be adhered to if the Permittees' agents are unaware of applicable requirements. These conditions are necessary to ensure compliance with applicable water quality objectives and protection of beneficial uses found in the Basin Plan, adopted pursuant to Water Code section 13240, and detailed in the Order.

6. Lake or Streambed Alteration Agreement

This condition is required pursuant to California Code of Regulations, title 23, section 3856, subdivision (e), which requires that copies be provided to the Central Valley Water Board of "any final and signed federal, state, and local licenses, permits, and agreements (or copies of the draft documents, if not finalized) that will be required for any construction, operation, maintenance, or other actions associated with the activity. If no final or draft document is available, a list of all remaining agency regulatory approvals being sought shall be included."

G. Construction

1. Dewatering

Conditions related to dewatering and diversions ensure protection of beneficial uses during construction activities. Work in waters of the state and temporary diversions must not cause exceedances of water quality objectives; accordingly, these conditions require implementation of best practicable treatments and controls to prevent pollution and nuisance, and to maintain water quality consistent with the Basin Plan and Antidegradation Policy. Further and consistent with the Dredge or Fill Procedures, section IV.A.2.c, water quality monitoring plans are required for any in-water work. Finally, dewatering activities may require a Clean Water Act section 402 permit or separate Waste Discharge Requirements under Water Code section 13263 for dewatering activities that result in discharges to land.

Conditions related to water rights permits are required pursuant to California Code of Regs, title 23, section 3856(e), which requires complete copies of any final and signed federal, state, or local licenses, permits, and agreements (or copies of drafts if not finalized) that will be required for any construction, operation, maintenance, or other actions associated with the activity.

Conditions related to monitoring and reporting are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable Basin Plan requirements. These monitoring and reporting requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has

discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

2. Directional Drilling-Not Applicable

3. Dredging-Not Applicable

4. Fugitive Dust

This condition is required to assure that the discharge from the Project will comply with water quality objectives established for surface waters, including for chemical constituents and toxicity. (Basin Plan, Sections 3.1.3 & 3.1.20.) Chemicals used in dust abatement activities can result in a discharge of chemical additives and treated waters to surface waters of the state. Therefore, dust abatement activities shall be conducted so that sediment or dust abatement chemicals are not discharged into waters of the state and do not adversely affect beneficial uses. (Basin Plan, Section 2.1; Dredge or Fill Procedures, Section IV.B.1.)

5. Good Site Management “Housekeeping”

Conditions related to site management require best practices to prevent, minimize, and/or clean up potential construction spills, including from construction equipment. For instance, fuels and lubricants associated with the use of mechanized equipment have the potential to result in toxic discharges to waters of the state in violation of water quality standards, including the toxicity and floating material water quality objectives. (Basin Plan, Sections 3.1.7 & 3.1.20.) This condition is also required pursuant to Water Code section 13264, which prohibits any discharge that is not specifically authorized in this Order. Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not cause or contribute to a degradation of waters; or violate water quality standards.

6. Hazardous Materials

Conditions related to toxic and hazardous materials are necessary to assure that discharges comply with applicable water quality objectives under the Basin Plan, adopted under section 13240 of the Water Code, including the narrative toxicity and chemical constituents water quality objectives. (Basin Plan, Sections 3.1.3, 3.1.20.) Further, conditions related to concrete/cement are required pursuant to the Basin Plan’s pH water quality objective. (Basin Plan, Section 3.1.11.)

7. Invasive Species and Soil Borne Pathogens

Conditions related to invasive species and soil borne pathogens are required to ensure that discharges will not violate any water quality objectives under the Basin Plan, adopted under Water Code section 13240 of the Water Code. Invasive species and soil borne pathogens adversely affect beneficial uses designated in the Basin Plan, such as rare, threatened, or endangered species; wildlife habitat; and preservation of biological habitats of special significance. (See Basin Plan, Section 2.1.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

8. Post-Construction Storm Water Management – Not Applicable

9. Roads

These conditions are required to assure that discharges will comply with water quality standards within the Basin Plan. Specifically, activities associated with road maintenance have the potential to exceed water quality objectives for oil and grease, pH, sediment, settleable materials, temperature, and turbidity. (Basin Plan, Sections 3.1.10, 3.1.11, 3.1.15, 3.1.16, 3.1.19, 3.1.21.) Further, these conditions are required to assure that they do not result in adverse impacts related to hydromodification or create barriers to fish passage and spawning activities. Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

10. Sediment Control

Conditions related to erosion and sediment control design requirements are required to sustain fluvial geomorphic equilibrium. Improperly designed and installed BMPs result in excess sediment, which impairs surface waters, adversely affect beneficial uses, and results in exceedance of water quality objectives in the Basin Plan, including for sediment and turbidity. (Basin Plan, Sections 3.1.15 & 3.1.21.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

11. Special Status Species

See F.2 above.

12. Stabilization/Erosion Control

Conditions related to erosion and sediment control design requirements are required to sustain fluvial geomorphic equilibrium. Improperly designed and

installed BMPs result in excess sediment, which impairs surface waters, adversely affect beneficial uses, and results in exceedance of water quality objectives in the Basin Plan, including for sediment. (Basin Plan, Section 3.1.15.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

13. Storm Water

Post-rain erosion and sedimentation problems can contribute to significant degradation of the waters of the state; therefore, it is necessary to take corrective action to eliminate such discharges in order to avoid or minimize such degradation. Implementation of control measures and best management practices described in the condition will assure compliance with water quality objectives including chemical constituents, floating material, sediment, turbidity, temperature, suspended material, and settleable material within the Basin Plan. (Basin Plan, Sections 3.1.1, 3.1.7, 3.1.15, 3.1.16, 3.1.17, 3.1.19, 3.1.21.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not cause or contribute to a degradation of waters or violate water quality standards.

H. Site Specific-Not Applicable

I. Total Maximum Daily Load (TMDL)

Total Maximum Daily Loads (TMDLs) are action plans to restore clean water. Section 303(d) of the federal Clean Water Act requires that states identify water bodies -- bays, rivers, streams, creeks, and coastal areas -- that do not meet water quality standards, and the pollutants that impair them. TMDLs examine the water quality problems, identify sources of pollutants, and specify actions that create solutions. They are adopted by the Regional Water Board as amendments to our Region's Basin Plan. Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not cause or contribute to a degradation of waters or violate water quality standards.

J. Mitigation for Temporary Impacts

The conditions under Section J require restoration of temporary impacts to waters of the state. Conditions in this section related to restoration and/or mitigation of temporary impacts are consistent with the Dredge or Fill Procedures, which requires "in all cases where temporary impacts are proposed, a draft restoration plan that outlines design, implementation, assessment, and maintenance for restoring areas of temporary impacts to pre-project conditions." (Dredge or Fill Procedures section IV. A.2(d) & B.4.) Technical reporting and monitoring requirements under this condition are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state

and require necessary reporting and monitoring pursuant to Water Code sections 13267 and 13383.

K. Compensatory Mitigation for Permanent Impacts

Mitigation Bank Development/In-Lieu Fee Project Development

The conditions under Section K regarding compensatory mitigation for permanent impacts ensure permanent physical loss and permanent ecological degradation of waters of the state are adequately mitigated. These conditions are necessary to ensure compliance with state and federal anti-degradation policies and are consistent with Section IV.B.1.a of the Dredge or Fill Procedures, which requires that the Water Boards will approve a project only after it has been determined that a sequence of actions has been taken to first avoid, then to minimize, and lastly compensate for adverse impacts that cannot be practicably avoided or minimized. (See also California Code of Regulations, section 3856, subdivision (h) [requiring submittal of proposed mitigation and description of steps taken to avoid, minimize, or compensate].) These compensatory mitigation conditions are also consistent with Executive Order W-59-93 commonly referred to as California's "No Net Loss" Policy for wetlands. The objective of the No Net Loss Policy is to ensure no overall net loss of and a long term net gain in the quantity, quality, and permanence of wetland acreage and values in California. Further, compensatory mitigation requirements must comply with subpart J of the Supplemental State Guidelines. Conditions related to financial assurances are also required to ensure that compensatory mitigation will be provided. (Dredge or Fill Procedures, section IV.B.5.f.)

L. Certification Deviation

- 1. Minor modifications of Project locations or predicted impacts**
- 2. A Project modification shall not be granted a Certification Deviation if it warrants or necessitates**

Authorization under the Order is granted based on the application and supporting information submitted. Among other requirements, the Permittee is required to detail the project description in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856. Project deviations may require additional or different Order conditions as authorized by law to ensure compliance with applicable water quality standards and

other appropriate requirements (33 U.S.C. section 1341; California Code of Regulations, title 23, section 3859, subdivision (a)) and may result in impacts to water quality that require additional environmental review (California Code of Regulations, title 14, sections 15062-15063).



U S Army Corps of
Engineers
Sacramento District

2021 Nationwide Permit Summary

33 CFR Part 330; Issuance of Nationwide
Permits – February 25, 2022

14. Linear Transportation Projects. Activities required for crossings of waters of the United States associated with the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, driveways, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge of dredged or fill material cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge of dredged or fill material cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges of dredged or fill material, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) The loss of waters of the United States exceeds 1/10 acre; or (2) there is a discharge of dredged or fill material in a special aquatic site, including wetlands. (See general condition 32.) (Authorities: Sections 10 and 404).

Note 1: For linear transportation projects crossing a single waterbody more than one time at separate and distant locations, or multiple waterbodies at separate and distant locations, each crossing is considered a single and complete project for purposes

of NWP authorization. Linear transportation projects must comply with 33 CFR 330.6(d).

Note 2: Some discharges of dredged or fill material for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4).

Note 3: For NWP 14 activities that require pre-construction notification, the PCN must include any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings that require Department of the Army authorization but do not require pre-construction notification (see paragraph (b)(4) of general condition 32). The district engineer will evaluate the PCN in accordance with Section D, "District Engineer's Decision." The district engineer may require mitigation to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see general condition 23).

A. Regional Conditions

1. [Regional Conditions for California](#)
2. [Regional Conditions for Nevada and Utah](#)

B. Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer.

Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

- ☐ 1. **Navigation.**
 - ☐ (a) No activity may cause more than a minimal adverse effect on navigation.
 - ☐ (b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on

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authorized facilities in navigable waters of the United States.

☐ (c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his or her authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

☐ 2. **Aquatic Life Movements.** No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

☐ 3. **Spawning Areas.** Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

☐ 4. **Migratory Bird Breeding Areas.** Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

☐ 5. **Shellfish Beds.** No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

☐ 6. **Suitable Material.** No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

☐ 7. **Water Supply Intakes.** No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

☐ 8. **Adverse Effects From Impoundments.** If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

☐ 9. **Management of Water Flows.** To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

☐ 10. **Fills Within 100-Year Floodplains.** The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

☐ 11. **Equipment.** Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

☐ 12. **Soil Erosion and Sediment Controls.** Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

☐ 13. **Removal of Temporary Fills.** Temporary structures must be removed, to the maximum extent practicable, after their use has been discontinued. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

☐ 14. **Proper Maintenance.** Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

☐ 15. **Single and Complete Project.** The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

☐ 16. **Wild and Scenic Rivers.**

☐ (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

☐ (b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The

district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. Permittees shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

☐ (c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <https://www.rivers.gov/>.

☐ 17. **Tribal Rights.** No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

☐ 18. **Endangered Species.**

☐ (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify designated critical habitat or critical habitat proposed for such designation. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless ESA section 7 consultation addressing the consequences of the proposed activity on listed species or critical habitat has been completed. See 50 CFR 402.02 for the definition of "effects of the action" for the purposes of ESA section 7 consultation, as well as 50 CFR 402.17, which provides further explanation under ESA section 7 regarding "activities that are reasonably certain to occur" and "consequences caused by the proposed action."

☐ (b) Federal agencies should follow their own procedures for complying with the requirements of the ESA (see 33 CFR 330.4(f)(1)). If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

☐ (c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat or critical habitat proposed for such designation, and shall not begin work on the activity until notified by the district engineer that the requirements of

the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation), the pre-construction notification must include the name(s) of the endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or that utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. For activities where the non-Federal applicant has identified listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have "no effect" on listed species (or species proposed for listing or designated critical habitat (or critical habitat proposed for such designation), or until ESA section 7 consultation or conference has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

☐ (d) As a result of formal or informal consultation or conference with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWPs.

☐ (e) Authorization of an activity by an NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

☐ (f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA

section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether an additional ESA section 7 consultation is required.

☐ (g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at <https://www.fws.gov/> or <https://www.fws.gov/ipac/> and <https://www.fisheries.noaa.gov/topic/endangered-species-conservation> respectively.

☐ **19. Migratory Birds and Bald and Golden Eagles.** The permittee is responsible for ensuring that an action authorized by an NWP complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting the appropriate local office of the U.S. Fish and Wildlife Service to determine what measures, if any, are necessary or appropriate to reduce adverse effects to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

☐ **20. Historic Properties.**

☐ (a) No activity is authorized under any NWP which may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

☐ (b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)(1)). If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then an additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

☐ (c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-

construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts commensurate with potential impacts, which may include background research, consultation, oral history interviews, sample field investigation, and/or field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or a diverse effect.

☐ (d) Where the non-Federal applicant has identified historic properties on which the proposed NWP activity might have the potential to cause effects and has so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed. For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

☐ (e) Prospective permittees should be aware that section 110(k) of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps,

after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

☐ **21. Discovery of Previously Unknown Remains and Artifacts.** Permittees that discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by an NWP, they must immediately notify the district engineer of what they have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

☐ **22. Designated Critical Resource Waters.** Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

☐ (a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, 52, 57 and 58 for any activity within, or directly affecting critical resource waters, including wetlands adjacent to such waters.

☐ (b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed by permittees in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after she or he determines that the impacts to the critical resource waters will be no more than minimal.

☐ **23. Mitigation.** The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

☐ (a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

☐ (b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

☐ (c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

☐ (d) Compensatory mitigation at a minimum one-for-one ratio will be required for all losses of stream bed that exceed 3/100-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. This compensatory mitigation requirement may be satisfied through the restoration or enhancement of riparian areas next to streams in accordance with paragraph (e) of this general condition. For losses of stream bed of 3/100-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

☐ (e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. If restoring riparian areas involves planting vegetation, only native species should be planted. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss.

concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

☐ (f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

☐ (1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWP, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

☐ (2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f).)

☐ (3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

☐ (4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). If permittee-responsible mitigation is the proposed option, and the proposed compensatory mitigation site is located on land in which another federal

agency holds an easement, the district engineer will coordinate with that federal agency to determine if proposed compensatory mitigation project is compatible with the terms of the easement.

☐ (5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan needs to address only the baseline conditions at the impact site and the number of credits to be provided (see 33 CFR 332.4(c)(1)(ii)).

☐ (6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

☐ (g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

☐ (h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

☐ (i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

☐ **24. Safety of Impoundment Structures.** To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state or federal, dam safety

criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

☐ **25. Water Quality.**

☐ (a) Where the certifying authority (state, authorized tribe, or EPA, as appropriate) has not previously certified compliance of an NWP with CWA section 401, a CWA section 401 water quality certification for the proposed discharge must be obtained or waived (see 33 CFR 330.4(c)). If the permittee cannot comply with all of the conditions of a water quality certification previously issued by certifying authority for the issuance of the NWP, then the permittee must obtain a water quality certification or waiver for the proposed discharge in order for the activity to be authorized by an NWP.

☐ (b) If the NWP activity requires pre-construction notification and the certifying authority has not previously certified compliance of an NWP with CWA section 401, the proposed discharge is not authorized by an NWP until water quality certification is obtained or waived. If the certifying authority issues a water quality certification for the proposed discharge, the permittee must submit a copy of the certification to the district engineer. The discharge is not authorized by an NWP until the district engineer has notified the permittee that the water quality certification requirement has been satisfied by the issuance of a water quality certification or a waiver.

☐ (c) The district engineer or certifying authority may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

☐ **26. Coastal Zone Management.** In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). If the permittee cannot comply with all of the conditions of a coastal zone management consistency concurrence previously issued by the state, then the permittee must obtain an individual coastal zone management consistency concurrence or presumption of concurrence in order for the activity to be authorized by an NWP. The district engineer or a state may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

☐ **27. Regional and Case-By-Case Conditions.** The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its CWA section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

☐ **28. Use of Multiple Nationwide Permits.** The use of more than one NWP for a single and complete project is authorized, subject to the following restrictions:

☐ (a) If only one of the NWPs used to authorize the single and complete project has a specified acreage limit, the a creage loss of waters of the United States cannot exceed the a creage limit of the NWP with the highest specified a creage

limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum a creage loss of waters of the United States for the total project cannot exceed 1/3-acre.

☐ (b) If one or more of the NWPs used to authorize the single and complete project has specified a creage limits, the a creage loss of waters of the United States a uthorized by those NWPs cannot exceed their respective specified a creage limits. For example, if a commercial development is constructed under NWP 39, and the single and complete project includes the filling of an upland ditch authorized by NWP 46, the maximum a creage loss of waters of the United States for the commercial development under NWP 39 cannot exceed 1/2-acre, and the total a creage loss of waters of United States due to the NWP 39 and 46 activities cannot exceed 1 acre.

☐ **29. Transfer of Nationwide Permit Verifications.** If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

“When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

(Transferee)

(Date)

☐ **30. Compliance Certification.** Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

☐ (a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

☐ (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

☐ (c) The signature of the permittee certifying the completion of the activity and mitigation.

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

☐ **31. Activities Affecting Structures or Works Built by the United States.** If an NWP activity also requires review by, or permission from, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission and/or review is not authorized by an NWP until the appropriate Corps office issues the section 408 permission or completes its review to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

☐ **32. Pre-Construction Notification.**

☐ (a) **Timing.** Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

☐ (1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

☐ (2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or

that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

☐ (b) **Contents of Pre-Construction Notification:** The PCN must be in writing and include the following information:

☐ (1) Name, address and telephone numbers of the prospective permittee;

☐ (2) Location of the proposed activity;

☐ (3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

☐ (4)

☐ (i) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures.

☐ (ii) For linear projects where one or more single and complete crossings require pre-construction notification, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters (including those single and complete crossings authorized by an

NWP but do not require PCNs). This information will be used by the district engineer to evaluate the cumulative adverse environmental effects of the proposed linear project, and does not change those non-PCN NWP activities into NWP PCNs.

☐ (iii) Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

☐ (5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial and intermittent streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45-day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

☐ (6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

☐ (7) For non-federal permittees, if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat (or critical habitat proposed for such designation), the PCN must include the name(s) of those endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

☐ (8) For non-federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must

state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

☐ (9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

☐ (10) For an NWP activity that requires permission from, or review by, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from, or review by, the Corps office having jurisdiction over that USACE project.

☐ (c) Form of Pre-Construction Notification: The nationwide permit pre-construction notification form (Form ENG 6082) should be used for NWP PCNs. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

☐ (d) Agency Coordination:

☐ (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

☐ (2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iii) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

☐ (3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete

PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure that the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

☐ (4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

☐ (5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

C. District Engineer's Decision

☐ 1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the single and complete crossings

of waters of the United States that require PCNs to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings of waters of the United States authorized by an NWP. If an applicant requests a waiver of an applicable limit, as provided for in NWPs 13, 36, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects.

☐ 2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by an NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

☐ 3. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters. The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed

compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure that the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

□ 4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) that the activity does not qualify for a authorization under the NWP and instruct the applicant on the procedures to seek a authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

D. Further Information

1. District engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

E. Nationwide Permit Definitions

Best management practices (BMPs): Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

Compensatory mitigation: The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

Currently serviceable: Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

Direct effects: Effects that are caused by the activity and occur at the same time and place.

Discharge: The term "discharge" means any discharge of dredged or fill material into waters of the United States.

Ecological reference: A model used to plan and design an aquatic habitat and riparian area restoration, enhancement, or establishment activity under NWP 27. An ecological reference may be based on the structure, functions, and dynamics of an aquatic habitat type or a riparian area type that currently exists in the region where the proposed NWP 27 activity is located. Alternatively, an ecological reference may be based on a conceptual model for the aquatic habitat type or riparian area type to be restored, enhanced, or established as a result of the proposed NWP 27 activity. An ecological reference takes into account the range of variation of the aquatic habitat type or riparian area type in the region.

Enhancement: The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s) but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in an aquatic resource area.

Establishment (creation): The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in an aquatic resource area.

High Tide Line: The line of intersection of the land with the water's surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence of actual data, by a line of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gauges, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

Historic Property: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

Independent utility: A test to determine what constitutes a single and complete non-linear project in the Corps Regulatory Program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

Indirect effects: Effects that are caused by the activity and are later in time or farther removed in distance but are still reasonably foreseeable.

Loss of waters of the United States: Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. The loss of stream bed includes the acres of stream bed that are permanently adversely affected by filling or excavation because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters or wetlands for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities that do not require Department of the Army authorization, such as activities eligible for exemptions under section 404(f) of the Clean Water Act, are not considered when calculating the loss of waters of the United States.

Navigable waters: Waters subject to section 10 of the Rivers and Harbors Act of 1899. These waters are defined at 33 CFR part 329.

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

Open water: For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high-water mark can be determined. Aquatic vegetation within the area of flowing or standing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of "open waters" include rivers, streams, lakes, and ponds.

Ordinary High Water Mark: The term ordinary high water mark means that line on the shore established by the fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas.

Perennial stream: A perennial stream has surface water flowing continuously year-round during a typical year.

Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Pre-construction notification: A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where pre-construction notification is not required, and the project proponent wants confirmation that the activity is authorized by nationwide permit.

Preservation: The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of an aquatic resource area or functions.

Re-establishment: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in an aquatic resource area and functions.

Rehabilitation: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in an aquatic resource function but does not result in a gain in an aquatic resource area.

Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in an aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

Riffle and pool complex: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a coarse substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

Riparian areas: Riparian areas are lands next to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 23).

Shellfish seeding: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete linear project: A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term “single and complete project” is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

Single and complete non-linear project: For non-linear projects, the term “single and complete project” is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of “independent utility”). Single and complete non-linear projects may not be “piecemealed” to avoid the limits in an NWP authorization.

Stormwater management: Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

Stormwater management facilities: Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

Stream bed: The substrate of the stream channel between the ordinary high-water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high-water marks, are not considered part of the stream bed.

Stream channelization: The manipulation of a stream’s course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized jurisdictional stream remains a water of the United States.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island,

artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

Tidal wetland: A tidal wetland is a jurisdictional wetland that is inundated by tidal waters. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line.

Tribal lands: Any lands title to which is either: 1) held in trust by the United States for the benefit of any Indian tribe or individual; or 2) held by any Indian tribe or individual subject to restrictions by the United States against alienation.

Tribal rights: Those rights legally accruing to a tribe or tribes by virtue of inherent sovereign authority, unextinguished aboriginal title, treaty, statute, judicial decisions, executive order or a agreement, and that give rise to legally enforceable remedies.

Vegetated shallows: Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

Waterbody: For purposes of the NWPs, a waterbody is a “water of the United States.” If a wetland is adjacent to a waterbody determined to be a water of the United States, that waterbody and any adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)).

ENCROACHMENT PERMIT

TR-0120 (REV 12/2022)

Permit No.
03-23-N-MC-0036In compliance with your application of January 13, 2023Dist/Co/Rte/PM
03/PLA/80/PM 0.8

Reference Documents:

☐ Utility Notice No. _____ of _____

☐ Agreement No. _____ of _____

☐ R/W Contract No. _____ of _____

☐ Project code (ID): _____ CFC #: _____

☐ Utility Work Order #: _____

Permit Approval Date
January 26, 2023

Performance Bond Amount (1)	Payment Bond Amount (2)
\$0	\$0

Bond Company
N/A

Bond Number (1)	Bond Number (2)
\$ N/A	\$ N/A

TO:

City of Roseville Department of Public Works
311 Vernon Street
Roseville, CA 95678

, PERMITTEE

and subject to the following, PERMISSION IS HEREBY GRANTED to:

Construct a 10-foot wide multi use trail that will cross under Interstate 80 near Cirby Way in Roseville per the attached plans. Along with the General and Special provisions the attached conditions apply.

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.

The following attachments are also included as part of this permit (check applicable):

☒ YES ☐ NO General Provisions

☐ YES ☒ NO Utility Maintenance Provisions

☒ YES ☐ NO Storm Water Special Provisions

☒ YES ☐ NO Special Provisions

☐ YES ☒ NO A Cal-OSHA Permit, if required: Permit No. _____

☐ YES ☒ NO As-Built Plans Submittal Route Slip for Locally Advertised Projects

☐ YES ☒ NO Storm Water Pollution Protection Plan

In addition to fee, the permittee will be billed actual costs for:

☒ YES ☐ NO Review

☒ YES ☐ NO Inspection

☒ YES Field Work
(if any Caltrans effort expended)

☐ YES ☒ NO The information in the environmental documentation has been reviewed and considered prior to approval of this permit.This permit is void unless the work is completed before September 1, 2023

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.

No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

CC:

#1:

#2:

#3:

#4:

APPROVED:

Amarjeet S. Benipal

, District Director

BY:

ALEX WU

, for District Permit Engineer

ADA Notice

This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

Permit 03-23-N-MC-0036 Conditions

1. Permittee must arrange the onsite pre-construction meeting with the Caltrans representative and Traffic Control Company representative; a minimum of two (2) weeks prior to the start of work to discuss scope of work, schedule, and Traffic Control Plans (TCP) and site-specific needs.
2. Traffic control must be placed, maintained, and performed by a California C-31 Construction Zone Traffic Control Contractor and be in accordance with the latest edition of CA MUTCD and Caltrans standards. Flaggers and traffic control technicians must be certified by a Caltrans authorized training provider in order to perform traffic control in the State right of way. The permittee must ensure that traffic does not back up on ramps and State Routes.
3. Shoulder/Lane closure requests (including "Road Work Ahead" type signs in shoulder) must be submitted to the Caltrans representative via email (with the form filled out) by NOON on the Monday preceding the week of planned work, i.e., if you need a closure for a Friday, you must make that request on the Monday of the preceding week (11 days prior). Requests received after NOON on Monday will not be processed until the following Monday.
4. Lane or shoulder closures are not authorized unless approved by Caltrans' Traffic Management Center (TMC). All closures and canceled closures must be called in to TMC dispatch at 916-859-7900 at the beginning and end of each scheduled closure. Failure to do so could result in denial of future closure requests.
5. Permittee must keep a log of all closures called in to TMC (10-97 closure up, 10-98 closure down, and 10-22 canceled closure), and the name of the dispatch person at the TMC. A copy of the log must be provided via e-mail to the Caltrans representative at the end of each week, no later than close of business on Friday.
6. Caltrans is not member of USA (Underground Service Alert). It is the responsibility of the permittee to locate and protect all Caltrans' facilities, including, but not limited to, traffic loops within the project limits. Your attention is directed to Provision #31 for restoration and repair of any damages to Caltrans' facilities.
7. Work must not be performed in rain, fog or inclement weather. If weather or adverse conditions cause a public hazard, work must be discontinued immediately.
8. Permittee must reuse the soil within the work limits in the immediate area from which it was excavated. If any excess soil is generated, it becomes the property of the permittee. Permittee must transport all excess soil outside of Caltrans' right-of-way and dispose of it in accordance with all applicable environmental laws and regulations.
9. Coordination of this project is required through the local assistance branch, ensuring compliance with all environmental requirements discussed and set forth during O phase coordination with Caltrans.
10. Any disturbed soil area caused by equipment needs to be stabilized at the end of the job.
11. No sediment tracking allowed on State ROW. Any sediment that is tracked onto roads must be swept up immediately.
12. Erosion control must be provided for areas of disturbed soil. Appropriate BMPs according to slope conditions shall be exercised per Caltrans standards.

ENCROACHMENT PERMIT GENERAL PROVISIONS

TR-0045 (REV. 12/2022)

1. **AUTHORITY:** The California Department of Transportation ("Department") has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
2. **REVOCATION:** Encroachment permits are revocable on five (5) business days' notice unless otherwise stated on the permit or otherwise provided by law, and except as provided by law for public corporations, franchise holders, and utilities. Notwithstanding the foregoing, in an emergency situation as determined by the Department, an encroachment permit may be revoked immediately. These General Provisions and any applicable Special Provisions are subject to modification or abrogation by the Department at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State of California ("State") highway right-of-way may be exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay encroachment permit fees when due may result in rejection of future applications, denial of encroachment permits, and revocation of the encroachment permit if already issued.
4. **PERMITTEE AUTHORIZATION FOR OTHERS TO PERFORM WORK:** This encroachment permit allows only the Permittee and/or Permittee's authorized contractor or agent to work within or encroach upon the State highway right-of-way, and the Permittee may not assign or transfer this encroachment permit. Any attempt to assign or transfer this encroachment permit shall be null and void. Permittee shall provide to the Department a list of Permittee's authorized contractors/agents, in the form and at the time specified by the Department but if no time is specified then no later than the pre-construction meeting. Permittee shall keep the list current and shall provide updates to the Department immediately upon any change to the list of authorized contractors/agents, including but not limited the addition, removal, or substitution of an authorized contractor/agent, or a new address or contact information for an existing authorized contractor/agent. Permittee is responsible for the acts and/or omissions of any person or entity acting on behalf of the Permittee, even if such person or entity is not included on Permittee's list of authorized contractors and/or agents.
5. **ACCEPTANCE OF PROVISIONS:** Permittee, and the Permittee's authorized contractors and/or agents, understand and agree to accept and comply with these General Provisions, the Special Provisions, any and all terms and/or conditions contained in or incorporated into the encroachment permit, and all attachments to the encroachment permit (collectively "the Permit Conditions"), for any encroachment, work, and/or activity to be performed under this encroachment permit and/or under color of authority of this encroachment permit. Permittee understands and agrees the Permit Conditions are applicable to and enforceable against Permittee as long as the encroachment remains in, under, or over any part of the State highway right-of-way. The Permittee's authorized contractors and/or agents, are also bound by the Permit Conditions. Non-compliance with the Permit Conditions by the Permittee's authorized contractor and/or agent will be deemed non-compliance by the Permittee.
6. **BEGINNING OF WORK:** When traffic is not impacted (see General Provision Number 35), the Permittee must notify the Department's representative two (2) business days before starting permitted work. Permittee must notify the Department's representative if the work is to be interrupted for a period of five (5) business days or more, unless otherwise agreed upon. All work must be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this encroachment permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within State highway right-of-way must conform to all applicable Departmental construction standards including but not limited to: Standard Specifications, Standard Plans, Project Development Procedures Manual, Highway Design Manual and Special Provisions.

Other than as expressly provided by these General Provisions, the Special Provisions, the Standard Specifications, Standard Plans, and other applicable Departmental standards, nothing in these General Provisions is intended to give any third party any legal or equitable right, remedy, or claim with respect to the encroachment permit and/or to these General Provisions or any provision herein. These General Provisions are for the sole and exclusive benefit of the Permittee and the Department.

Where reference is made in such standards to "Contractor" and "Engineer," these are amended to be read as "Permittee" and "Department's representative," respectively, for purposes of this encroachment permit.
8. **PLAN CHANGES:** Deviations from plans, specifications, and/or the Permit Conditions as defined in General Provision Number 5 are not allowed without prior approval from the Department's representative and the Federal Highway Administration ("FHWA") representative if applicable.
9. **RIGHT OF ENTRY, INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. The United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, and other state, and federal agencies, and the FHWA, through their agents or representatives, must have full access to highway

ENCROACHMENT PERMIT GENERAL PROVISIONS

facilities/encroachment area, at any and all times for the purpose of inspection, maintenance, activities needed for construction/reconstruction, and operation of the State highway right-of-way.

Upon completion of work, Permittee must request a final inspection for acceptance and approval by the Department. The local public agency Permittee must not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.

10. **PERMIT AT WORKSITE:** Permittee and Permittee's authorized contractors/agents must keep the permit package and current list of authorized contractors/agents, or copies thereof, at the work site at all times and must show such documents upon request to any Department representative or law enforcement officer. If the permit package or current list of authorized contractors/agents, or copies thereof, are not kept and made available at the work site at all times, then all work must be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the Permittee's project site. When existing encroachments conflict with Permittee's work, the Permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).
12. **PERMITS, APPROVALS, AND CONCURRENCES FROM OTHER AGENCIES AND/OR ENTITIES:** This encroachment permit is invalidated if the Permittee has not obtained all permits, approvals, and concurrences necessary and required by law, including but not limited to those from the California Public Utilities Commission ("CPUC"), California Occupational Safety and Health Administration ("Cal-OSHA"), local and state and federal environmental agencies, the California Coastal Commission, and any other public agency and/or entity having jurisdiction. Permittee is responsible for providing notice of the encroachment to, and obtaining concurrence from, any person or entity (whether public or private) affected by the scope of work described in the encroachment permit, regardless of whether such notice or concurrence is required by law; the Department is not responsible to provide such notice or obtain such concurrence. Permittee warrants all such permits, approvals, and concurrences have been obtained before beginning work under this encroachment permit. The Department may, at the Department's discretion, require the Permittee to demonstrate that Permittee has obtained all such permits, approvals, and concurrences, and Permittee shall demonstrate this at the time and in the manner specified by the Department.
13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe continuous passageway must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades must be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour

pedestrians to facilities across the street. Attention is directed to Section 7-1.04 "Public Safety," and to Section 12-4.04 "Temporary Pedestrian Access Routes," and to Section 16-2.02 "Temporary Pedestrian Facility," of the Department's Standard Specifications, and to California Vehicle Code section 21760, subdivision (c).

14. **PUBLIC TRAFFIC CONTROL:** The Permittee must provide traffic control protection, warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public's safety as required by law and/or the Department. While providing traffic control, the needs of all road users, including but not limited to motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act, must be an essential part of the work activity.
Lane, Bike Lane, Sidewalk, Crosswalk, and/or shoulder closures must comply with the Department's Standard Specifications and Standard Plans for Temporary Traffic Control Systems & Temporary Pedestrian Access Routes, and with the applicable Special Provisions. Where issues are not addressed in the Standard Specifications, Standard Plans, and/or Special Provisions, the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control) must be followed.
15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public (motorized vehicles, unmotorized vehicles such as bicycles, pedestrians, person(s) with disabilities, etc.), such that traffic is not unreasonably delayed.
16. **STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, Public Safety, of the Department's Standard Specifications.
17. **CARE OF DRAINAGE:** Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department's Standard Specifications, Standard Plans, and/or as directed by the Department's representative.
18. **RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY:** Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).
19. **STATE HIGHWAY RIGHT-OF-WAY CLEAN UP:** Upon completion of work, Permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc. off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.
20. **COST OF WORK:** Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the Permittee must bear all costs

ENCROACHMENT PERMIT GENERAL PROVISIONS

- incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the United States, the State, the Department, and from the Directors, officers, and employees of the State and/or the Department. Removal of Permittee's personal property and improvements shall be at no cost to the United States, the State, and the Department.
21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the Permittee actual costs at the currently set Standard Hourly Rate for encroachment permits.
 22. **AS-BUILT PLANS:** When required, Permittee must submit one (1) set of folded as-built plans within thirty (30) calendar days after completion and acceptance of work in compliance with requirements listed as follows:
 - a) Upon completion of the work provided herein, the Permittee must submit a paper set of As-Built plans to the Department's representative.
 - b) All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
 - c) The plans are to be prominently stamped or otherwise noted "AS-BUILT" by the Permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a Department stamp, or by signature of the Department's representative, must be used for producing the As-Built plans.
 - d) If construction plans include signing or striping, the dates of signing or striping removal, relocation, or installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.
 - e) As-Built plans must contain the Encroachment Permit Number, County, Route, and Post Mile on each sheet.
 - f) The As-Built Plans must not include a disclaimer statement of any kind that differs from the obligations and protections provided by sections 6735 through 6735.6 of the California Business and Professions Code. Such statements constitute non-compliance with Encroachment Permit requirements and may result in the Department retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future encroachment permits or a provision requiring a public agency to supply additional bonding.
 23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the State highway right-of-way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt encroachment permit is issued to the Permittee for the purpose of providing a notice and record of work. The Permittee's prior rights must be preserved without the intention of creating new or different rights or obligations.
- "Notice and Record Purposes Only" must be stamped across the face of the encroachment permit.
24. **BONDING:** The Permittee must file bond(s), in advance, in the amount(s) set by the Department and using forms acceptable to the Department. The bonds must name the Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public corporations or privately-owned utilities unless Permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency Permittee also must comply with the following requirements:
 - a) In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local public agency Permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 Contract Bonds of the Department's Standard Specifications before performing any project construction work.
 - b) The local public agency Permittee must defend, indemnify, and hold harmless the United States, the State and the Department, and the Directors, officers, and employees of the State and/or Department, from all project construction related claims by contractors, subcontractors, and suppliers, and from all stop notice and/or mechanic's lien claimants. The local public agency also agrees to remedy, in a timely manner and to the Department's satisfaction, any latent defects occurring as a result of the project construction work.
 25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the Permittee must comply with said notice at the Permittee's sole expense.
 26. **ENVIRONMENTAL:**
 - a) **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified archaeologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
 - b) **HAZARDOUS MATERIALS:** If any hazardous waste or materials (such as underground storage tanks, asbestos pipes, contaminated soil, etc.) are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified hazardous

ENCROACHMENT PERMIT GENERAL PROVISIONS

waste/material specialist who must evaluate the site at the Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.

Attention is directed to potential aerially deposited lead (ADL) presence in unpaved areas along highways. It is the Permittee's responsibility to take all appropriate measures to protect workers in conformance with California Code of Regulations Title 8, Section 1532.1, "Lead," and with Cal-OSHA Construction Safety Orders, and to ensure roadway soil management is in compliance with Department of Toxic Substances Control (DTSC) requirements.

- c) **BIOLOGICAL:** If any regional, state, or federally listed biological resource is identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified biologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
- 27. **PREVAILING WAGES:** Work performed by or under an encroachment permit may require Permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.
- 28. **LIABILITY, DEFENSE, AND INDEMNITY:** The Permittee agrees to indemnify and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind, and description, including but not limited to those brought for or on account of property damage, invasion of privacy, violation or deprivation of a right under a state or federal law, environmental damage or penalty, or injury to or death of any person including but not limited to members of the public, the Permittee, persons employed by the Permittee, and/or persons acting on behalf of the Permittee, arising out of or in connection with: (a) the issuance and/or use of this encroachment permit; and/or (b) the encroachment, work, and/or activity conducted pursuant to this encroachment permit, or under color of authority of this encroachment permit but not in full compliance with the Permit Conditions as defined in General Provision Number 5 ("Unauthorized Work or Activity"); and/or (c) the installation, placement, design, existence, operation, and/or maintenance of the encroachment, work, and/or activity; and/or (d) the failure by the Permittee, or by anyone acting for or on behalf of the Permittee, to perform the Permittee's obligations under any part of the Permit Conditions as defined in General Provision Number 5, in respect to maintenance or any other obligation; and/or (e) any change to the Department's property or adjacent

property, including but not limited to the features or conditions of either of them, made by the Permittee or anyone acting on behalf of the Permittee; and/or (f) a defect or obstruction related to or caused by the encroachment, work, and/or activity whether conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constituting Unauthorized Work or Activity, or from any cause whatsoever. The duty of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

It is the intent of the Department and the Permittee that except as prohibited by law, the Permittee will defend, indemnify, and hold harmless as set forth in this General Provision Number 28 regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of: the United States, the State; the Department; the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors; the Permittee; persons employed by the Permittee; and/or persons acting on behalf of the Permittee.

The Permittee waives any and all rights to any type of expressed or implied indemnity from or against the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors.

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the encroachment, work, and/or activity whether conducted pursuant to this encroachment permit or constituting Unauthorized Work or Activity, and further agrees to defend, indemnify, and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, penalties, liability, suits, or actions of every name, kind, and description arising out of or by virtue of the Americans with Disabilities Act.

The Permittee understands and agrees the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, are not personally responsible for any liability arising from or by virtue of this encroachment permit.

For the purpose of this General Provision Number 28 and all paragraphs herein, "contractors of the State and/or of the Department" includes contractors, and their subcontractors, under contract to the State and/or the Department.

This General Provision Number 28 and all paragraphs herein take effect immediately upon issuance of this encroachment permit, and apply before, during, and after the encroachment, work, and/or activity

ENCROACHMENT PERMIT GENERAL PROVISIONS

contemplated under this encroachment permit, whether such work is in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, except as otherwise provided by California law. The Permittee's obligations to defend, indemnify, and save harmless under this General Provision Number 28 take effect immediately upon issuance of this encroachment permit and have no expiration date, including but not limited to situations in which this encroachment permit expires or is revoked, the work or activity performed under this encroachment permit is accepted or not accepted by the Department, the encroachment, work, and/or activity is conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, and/or no work or activity is undertaken by the Permittee or by others on the Permittee's behalf.

If the United States or an agency, department, or board of the United States is the Permittee, the first two paragraphs of this General Provision Number 28 (beginning "The Permittee agrees to indemnify..." and "It is the intent of the parties...") are replaced by the following paragraph:

Claims for personal injury, death, or property damage allegedly caused by the negligent or wrongful act or omission of any employee of the United States acting within the scope of their official duties are subject to the Federal Tort Claims Act, as amended, 28 U.S.C. § 1346 and § 2671 et seq. (Chapter 171).

29. **NO PRECEDENT ESTABLISHED:** This encroachment permit is issued with the understanding that it does not establish a precedent.

30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**

a) As part of the consideration for being issued this encroachment permit, the Permittee, on behalf of Permittee and on behalf of Permittee's personal representatives, successors in interest, and assigns, does hereby covenant and agree that:

- i) No person on the grounds of race, color, or national origin may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- ii) That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination must be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
- iii) That such discrimination must not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the State highway right-of-way.
- iv) That the Permittee must use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal

Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.

b) That in the event of breach of any of the above nondiscrimination covenants, the State and the Department have the right to terminate this encroachment permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said permit had never been made or issued.

31. **MAINTENANCE:** The Permittee is responsible at Permittee's sole expense for the encroachment, and the inspection, maintenance, repair, and condition thereof, and is responsible to ensure the encroachment does not negatively impact State highway safety, maintenance, operations, construction, State facilities, activities related to construction/reconstruction, or other encroachments. The Permittee's obligations in the preceding sentence take effect immediately upon issuance of this encroachment permit and continue until the encroachment is entirely and permanently removed. Additional encroachment permits or approval documents may be required authorizing work related to inspection, repair, and/or maintenance activities. Contact the Department for information.

32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code section 682.5 and 682.7, the Department is not responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of any activity for which this encroachment permit is issued.

The Permittee is required, as a condition of this encroachment permit, for any event that awards prize compensation to competitors in gendered categories, for any participant level that receives prize compensation, to ensure the prize compensation for each gendered category is identical at each participant level. (Streets and Highways Code, section 682.7.)

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the event, and further agrees to defend, indemnify, and save harmless the United State, the State and the Department, and the Directors, officers, and employees of the State and/or Department, including but not limited to the Director of the Department and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.

33. **PRIVATE USE OF STATE HIGHWAY RIGHT-OF-WAY:** State highway right-of-way must not be used for private purposes without compensation to the State. The gifting

ENCROACHMENT PERMIT GENERAL PROVISIONS

of public property uses and therefore public funds is prohibited under the California Constitution, Article XVI, Section 6.

34. **FIELD WORK REIMBURSEMENT:** Permittee must reimburse the Department for field work performed by or on behalf of the Department to correct or remedy issues created by the Permittee or by others acting on behalf of the Permittee, including but not limited to hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the Permittee or by others acting on behalf of the Permittee.

35. **LANE CLOSURE REQUEST SUBMITTALS AND NOTIFICATION OF CLOSURES TO THE DEPARTMENT:** Lane closure request submittals and notifications must be in accordance with Section 12-4.02, and Section 12.4-04, of the Department's Standard Specifications or as directed by the Department's representative. The Permittee must notify the Department's representative and the Traffic Management Center ("TMC") before initiating a lane closure or conducting an activity that may cause a traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, the Department's representative and the TMC must be notified as soon as possible.

36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The Permittee, upon notification by the Department's representative, must immediately suspend all traffic lane, bike lane, sidewalk, crosswalk, and/or shoulder closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must be borne by the Permittee.

37. **UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:** Any excavation requires compliance with the provisions of Government Code section 4216 et seq., including but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The Permittee must provide notification to the Department representative at least five (5) business days before, and the regional notification center at least forty-eight (48) hours before, performing any excavation work within the State highway right-of-way.

38. **COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA):** All work within the State highway right-of-way to construct and/or maintain any public facility must be designed, maintained, and constructed strictly in accordance with all applicable Federal Access laws and regulations (including but not limited to Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794), California Access laws and regulations relating to ADA, along with its implementing regulations, Title 28 of the Code of Federal Regulations Parts 35 and 36 (28 C.F.R., Ch. I, Part 35, § 35.101 et seq., and Part 36, § 36.101 et seq.), Title 36 of the Code of Federal Regulations Part 1191 (36 C.F.R., Ch. XI, Part 1191, § 1119.1 et seq.), Title 49 of the Code of Federal Regulations Part 37 (49 C.F.R., Ch. A, Part 37, § 37.1 et seq.), the United States Department of Justice Title II and Title III for the ADA, and California Government Code

section 4450 et seq., which require public facilities be made accessible to persons with disabilities.

Notwithstanding the requirements of the previous paragraph, all construction, design, and maintenance of public facilities must also comply with the Department's Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects" and Standard Plans & Specifications on "Temporary Pedestrian Access Routes."

39. **STORMWATER:** The Permittee is responsible for full compliance with the following:

- a) For all projects, the Department's Storm Water Program and the Department's National Pollutant Discharge Elimination System (NPDES) Permit requirements under Order No. 2012-0011-DWQ, NPDES No CAS000003; and
- b) In addition, for projects disturbing one acre or more of soil, with the California Construction General Permit Order No. 2009-0009-DWQ, NPDES No CAS000002; and
- c) In addition, for projects disturbing one acre or more of soil in the Lahontan Region with Order No. R6T-2016-0010, NPDES No CAG616002.
- d) For all projects, it is the Permittee's responsibility to install, inspect, repair, and maintain all facilities and devices used for water pollution control practices (Best Management Practices/BMPs) before performing daily work activities.

ENCROACHMENT PERMIT SPECIAL PROVISIONS**STORMWATER SPECIAL PROVISIONS FOR MINIMAL OR NO IMPACT (SWSP)**

TR-0400 (Rev 05/2018)

1. **GENERAL:** The purpose of these Special Provisions is to provide the Permittee with specifications for water pollution control to minimize, prevent, or control the discharge of material into the air, surface waters, groundwater, and storm sewers owned by the State or local agencies. These provisions are not intended to take the place of the Caltrans Water Pollution Control Program (WPCP) for projects where soil disturbance from work activities less than one acre, or work activities of one acre or more subject to the preparation of the Caltrans Storm Water Pollution Prevention Plan (SWPPP). The Permittee must comply with the following Special Provisions and the direction of the State Representative. All Stormwater Best Management Practices (BMPs) must conform to Section 13 Water Pollution Control of Caltrans' Standard Specifications.

2. **NPDES REQUIREMENTS:** The Permittee must be responsible for full compliance with the Caltrans Storm Water Program and the Caltrans National Pollutant Discharge Elimination System (NPDES) Permit requirements (*Order No. 2012-0011-DWQ, NPDES No CAS000003*) and for and projects disturbing one acre or more of soil, full compliance with the California Construction General Permit (*Order No. 2009-0009-DWQ, NPDES No CAS000002*) or for projects for projects that have one acre or more of soil disturbance in the Lahontan Region (*Order No. R6T-2016-0010, NPDES No CAG616002*). It is the Permittee's responsibility to install, inspect, and repair or maintain facilities and devices used for water pollution control practices (BMPs) before performing daily work activities. Installation, inspection and maintenance responsibilities on the job site include: 1) soil stabilization materials in work areas that are inactive or prior to storm events, 2) water pollution control devices to control sediment and erosion, 3) implementation of spill and leak prevention procedures for chemical and hazardous substances stored on the job site, 4) material storage, 5) stockpile management, 6) waste management, 7) non-stormwater management, 8) water conservation, 9) tracking controls and 10) illicit connection, illegal discharge detection and reporting. The Permittee must report to the State representative when discharges enter into receiving waters, adjacent property, drainage systems or when discharges could be a cause or a threat for water pollution. The Permittee must also control illicit discharges or illegal dumping prior to start of daily work schedule. Copies of written notices or orders from the Regional

Water Quality Control Board or other regulatory agency must be provided to the State representative within 48 hours of reported activity. For additional information on stormwater compliance, visit the State Water Resources Control Boards storm water Website at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater

3. **RESPONSIBILITY FOR DEBRIS REMOVAL:** The Permittee must be responsible for preventing sediment, trash, debris, and other construction waste from entering the street, the storm drains, local creeks, or any other bodies of water.

4. **SPOILS AND RESIDUE:** The Permittee must vacuum any saw-cut concrete waste material, debris, residue, etc. No spoils, debris, residue, etc. must be washed into a drainage system.

5. **SWEEPING:** Sweep paved roads at construction entrance and exit locations and surrounding paved areas daily within the job site during: 1) clearing and grubbing, 2) earthwork, 3) trenching, 4) soil disturbance, 5) pavement grinding and/or cutting, and 6) after observing tracking of material onto or off the State property. Keep dust to a minimum during sweeping activities. Use vacuum whenever dust generation is excessive or sediment pickup is ineffective.

Roadways or work areas must not be washed down with water. Street sweeping operations must conform to Section 13 Water Pollution Control of Caltrans' Standard Specifications.

6. **VEHICLES AND EQUIPMENT:** Permittee must prevent all vehicles, equipment, etc. from leakage or mud tracking onto roadways. If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site.

7. **MAINTENANCE AND FUELING OF VEHICLES AND EQUIPMENT:** Maintenance and fueling of equipment must not result in any pollution at the job site. The Permittee must immediately clean up spills/leaks, and properly dispose of contaminated soil and materials.

8. **CLEANING VEHICLES AND EQUIPMENT:** Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. The Permittee must clean all equipment within a bermed area or over a drip pan large enough to prevent run-off. No soaps, solvents, degreasers, etc. must be used in State right-of-way. Any water from this operation must be collected and disposed of at an appropriate site. Containment berms or dikes must be used for fueling, washing, maintaining and washing vehicles or equipment in outside areas. Containment must be performed at least 100 feet from concentrated flows of

ENCROACHMENT PERMIT SPECIAL PROVISIONS

storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain. Keep adequate quantities of absorbent spill- cleanup material and spill kits in the fueling or maintenance area and on fueling trucks.

9. **DIESEL FUELS:** The use of diesel fuel from petroleum or other fossil fuel as a form-oil or solvent is not allowed.
10. **WEATHER CONDITIONS AT WORKSITE:** Any activity that would generate fine particles or dust that could be transported off site by stormwater must be performed during dry weather.
11. **WIND EROSION PROTECTION:** The use of Wind Erosion BMPs must be deployed year-round in instances where dust or fine particles could be transported off site.
12. **HOT MIX ASPHALT:** Runoff from washing hot mix asphalt must not enter into any drainage conveyances.
13. **PROTECTION OF DRAINAGE FACILITIES:** The Permittee must protect/cover gutters, ditches, drainage courses, and inlets with gravel bags, fiber rolls, State approved fabric filters, etc., to the satisfaction of the State representative during grading, paving, saw-cutting, etc. and materials must conform to Section 13-6.02 Materials for Water Pollution Control of Caltrans' Standard Specifications. No such protection measures must cause an obstruction to the traveling public. The Permittee must implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site (including secondary containment requirements) in accordance with section 13-4.03B Spill Prevention and Control, and 14-11 Hazardous Waste and Contamination, Water Pollution Control of Caltrans' Standard Specifications.
14. **PAINT:** Rinsing of painting equipment and materials is not permitted in State right-of-way. When thoroughly dry, dispose of the following as solid waste: dry latex paint, paint cans, used brushes, rags, gloves, absorbent materials, and drop cloths. Oil based paint sludge and unusable thinner must be disposed of at an approved hazardous waste site.
15. **CONSTRUCTION MATERIALS:** Stockpile of all construction materials, including, but not limited to; pressure treated wood, asphalt concrete, cold mix asphalt concrete, concrete, grout, cement containing premixes, and mortar, must conform to section 13-4.03C (2) Material Storage & 13-4.03C (3) Stockpile Management of Caltrans' Standard Specifications.
16. **CONCRETE EQUIPMENT:** Concrete equipment must be washed in a designated washing area in a way that does not contaminate soil, receiving waters, or storm drain systems.
17. **EXISTING VEGETATION:** Established existing vegetation is the best form of erosion control. Minimize

disturbance to existing vegetation. Damaged or removed vegetation must be replaced as directed by the State Representative.

18. **SOIL DISTURBANCE:** Soil disturbing activities must be avoided during the wet weather season. If construction activities during wet weather are allowed in your permit, all necessary erosion control and soil stabilization measures must be implemented in advance of soil disturbing activity.
19. **SLOPE STABILIZATION AND SEDIMENT CONTROL:** Consider a certified expert in Erosion and Sediment control in cases where slopes are disturbed during construction. The Permittee is directed to comply with Section 13.5 Temporary Soil Stabilization and Section 21 Erosion Control of Caltrans' Standard Specifications during application of temporary soil stabilization measures to the soil surface. Fiber rolls or silt fences may be required down slope until permanent soil stabilization is established. Remove the accumulated sediment whenever the sediment accumulates to 1/3 of the linear sediment barrier height. The Permittee must limit the use of plastic materials when more sustainable, environmentally friendly alternatives exist or when environmental regulations prohibit their use within the project.
20. **STOCKPILES:** Stockpiles containing aggregate and/or soil must be stored at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain, and must be covered and protected with a temporary perimeter sediment barrier. Cold mix stockpiles must be stored on an impermeable surface and covered with 9 mil plastic to prevent contact with water. Minimize stockpiling of materials on the job site. Manage stockpiles by implementing the water pollution control practices in Section 13-4.03C (3) Stockpile Management of the State of California standard specifications for construction.
21. **DISCOVERY OF CONTAMINATION:** The State Representative must be notified in case any unusual discoloration, odor, or texture of ground water, is found in excavated material or if abandoned, underground tanks, pipes, or buried debris are encountered.
22. **SANITARY AND SEPTIC WASTE:** Do not bury or discharge wastewater from a sanitary or septic system within the highway. Properly connected sewer facilities are free from leaks. With State Representative approval place portable sanitary facility at least 50 feet away from storm drains, receiving waters, and flow lines. Permittee must comply with local health agency provisions when using an on-site disposal system.
23. **LIQUID WASTE:** Prevent job site liquid waste from entering storm drain systems and receiving waters. Drilling slurries, grease or oil-free waste water or rinse water, dredging, wash water or rinse water running off a surface or other non-storm water liquids not covered

ENCROACHMENT PERMIT SPECIAL PROVISIONS

under separate waste water permits must be held in structurally sound, leak-proof containers, such as portable bins or portable tanks. Store containers at least 50 feet away from moving vehicles and equipment. Liquid waste may require testing to determine hazardous material content prior to disposal. All measures must conform to section 13-4.03D (5) Liquid Waste, Water Pollution Control of Caltrans' Standard Specifications.

24. WATER CONTROL AND CONSERVATION:

Manage water use in a way that will prevent erosion and the discharge of pollutants into storm drain systems and receiving waters. Direct runoff, including water from water line repair from the job site to areas where it can infiltrate into the ground. Direct water from off-site sources around the job site or from contact with jobsite runoff.

25. PILE DRIVING: Keep spill kits and cleanup materials at pile driving locations. Park pile driving equipment over drip pans, absorbent pads, or plastic sheeting with absorbent material, and away from stormwater run-on when not in use.**26. DEWATERING:** Dewatering consists of discharging accumulated storm water, groundwater, or surface water from excavations or temporary containment facilities. All dewatering operations must comply with the latest Caltrans guidelines including the Field Guide for Construction Site Dewatering. Contact State representative for approval of dewatering discharge by infiltration or evaporation, otherwise, any effluent discharged into a permitted storm water system requires approval from the Regional Water Quality Control Board. Prior to the start of dewatering, the Permittee must provide the State Representative with a dewatering and discharge work plan that complies with section 13-4.03G Dewatering, Water Pollution Control of Caltrans' Standard Specifications. A copy of the Waste Discharge Permit and a copy of a valid WDID number issued by the Regional Board must be provided to the State representative.

APPENDIX C

Progress Payment/Final Release Forms



Department of Public Works
311 Vernon Street
Roseville, CA 95678

MONTHLY PROJECT PAYMENT ESTIMATE SUMMARY

Payment Estimate No: _____

Work Performed Through: _____

Contractor: _____

Project: _____

Address: _____

Acct.No: _____

Contract Summary

Original Contract Amount:	(1)
Approved Change Orders through #: _____	(2)
Quantity Changes (Requires Project Engineer/Inspector verification):	(3)
Total Contract Amount to Date:	(4)

Payment Summary	CURRENT PAY PERIOD AMOUNT	PREVIOUS AMOUNT	TO DATE AMOUNT
Contract Payments (Payment through PP# _____)			
Change Order Payments (CCO# _____ through _____)			
Total Earnings			
Less: Retention: (0%) In escrow account Yes ☐ No ☐			
Less: Administrative Deductions (Deducted from PP# _____)			
Payment Due to Contractor			

The undersigned Contractor or Contractor's Authorized Representative certifies that to the best of his knowledge, information, and belief, the work covered in this application for payment has been completed in accordance with the contract documents and the costs shown are true and correct.

Resident Engineer: _____

Senior Engineer: _____

Contractor: _____

Date: _____

Date: _____

Date: _____



Department of Public Works
311 Vernon Street
Roseville, CA 95678

Project: _____
Acct#: _____
Contract: _____

PROJECT PAYMENT ESTIMATE

Payment Estimate No: _____

Work Performed Through: _____

Item No.	Item Description	Unit	Estimated Quantity	Unit Cost	Contract Amount	This Estimate		Previous Estimates		Work Completed		Work Remaining	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
					\$ -		\$ -	0	\$ -	0%	\$ -	0%	\$ -
					\$ -		\$ -	0	\$ -	0%	\$ -	0%	\$ -
					\$ -		\$ -	0	\$ -	0%	\$ -	0%	\$ -
					\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
					\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
					\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
					\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
					\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
					\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
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TOTALS:					\$ -		\$ -		\$ -		\$ -		\$ -



Department of Public Works
311 Vernon Street
Roseville, CA 95678

Project: _____
Acct.No: _____
Contractor: _____

QUANTITY ADJUSTMENT FORM

Payment Estimate No: _____

Work Performed Through: _____

INSTRUCTIONS

This form is to accompany Progress Payments or the Final Payment where there are quantity changes (variations in quantities) authorized by the Department of Public Works that adjust the Total Contract Amount.

Quantity Changes in the amount of:

Accompanying Progress Payment # (or Final Payment) _____ have been reviewed and the actual quantities verified.

Item No.	Item Description	Unit	Unit Cost	Contract Quantity Adjustments								
				This Estimate			Previous Estimates			To-Date Totals		
				Quantity	Increase (Decrease)	Amount	Quantity	Increase (Decrease)	Amount	Quantity	Increase (Decrease)	Amount
						\$ -			\$ -	0		\$ -
						\$ -			\$ -	0		\$ -
						\$ -			\$ -	0		\$ -
						\$ -			\$ -	0		\$ -
						\$ -			\$ -	0		\$ -
						\$ -			\$ -	0		\$ -
						\$ -			\$ -	0		\$ -
						\$ -			\$ -	0		\$ -
Totals						\$ -			\$ -			\$ -

Contractor Signature _____ Date _____

Resident Engineer Signature _____ Date _____



CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

From:

Name of Contractor/Claimant

Date:

Payment Request No:

Address

Acct.No:

Project Name:

To/Owner: CITY OF ROSEVILLE

Department of Public Works

Engineering Division

311 Vernon Street

Roseville, CA 95678

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check:

Amount of Check:

Check Payable To:

Exceptions

Signature

Claimant Signature

Print Name:

Claimant Title

Date:



COUNCIL COMMUNICATION

CC #: 2781
File #: 0203-06

Title: Computers and Technology Equipment - Purchase Orders
Contact: Aaron Andres 916-774-5139 AMAndres@roseville.ca.us

Meeting Date: 6/21/2023
Item #: 7.6.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve separate purchase orders for the Information Technology, Electric, Environmental Utilities and other departments with CDW Technologies, LLC for computers, technology equipment and software using Sourcewell CDW-G Technology Catalog Solutions #08149-CDW, which expires on October 31, 2024, and National IPA contract 2018011, which expires on February 28, 2025.

BACKGROUND

The Information Technology department (IT) maintains over 1,900 computers, 1,500 mobile devices, 350 servers, 250 terabytes of data storage, 185 network switches and multiple cybersecurity equipment across the City to support important business functions. Regular and prompt replacement of aging computers and technology equipment is critical to ensure the effective and efficient operation of City business.

Both the Roseville Electric Utility and Environmental Utilities departments support and maintain industrial control systems which provide critical information for the output, status, and conditions of the distribution and generation operational environment. Industrial control systems utilize both proprietary and general technology equipment. General technology equipment includes network routers and switches, desktop computers, servers, cybersecurity equipment and accessories. Periodic upgrades and replacements of aging general technology equipment and related software is critical to maintain reliable industrial control systems and is essential to support the day-to-day utilities operations.

Staff recommends utilizing the Sourcewell CDW-G Technology Catalog Solutions #08149-CDW and National IPA contract 2018011 competitively bid contracts to obtain the best pricing available for the City.

FISCAL IMPACT

The total estimated costs for these citywide technology purchase orders is \$2,300,000. Funding is included in the proposed FY2023-24 budgets for the Information Technology Department and other departments in the Information Technology Operations Fund for \$1,500,000; for the Electric Department in the Electric Fund for \$500,000; and for the Environmental Utilities Department in the Water and Wastewater Operations funds for \$300,000.

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. Purchase orders for computers and technology equipment meet the above criteria and are not subject to CEQA. No additional environmental review is required.

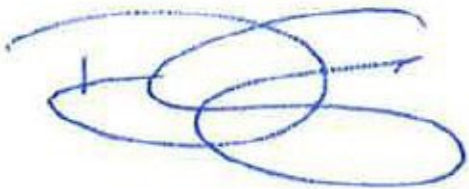
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal E - Deliver exceptional city services
Goal F - Invest in a well-planned infrastructure and growth

Respectfully Submitted,

Aaron Andres, Acting Client Service Supervisor

Hong Sae, Chief Information 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 #: 2780

File #: 0900-02-01 & 0201-01

Title: Water Distribution System Improvements Project - Award of Contract and Budget Adjustment

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

Meeting Date: 6/21/2023

Item #: 7.7.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Approve the Construction Agreement for the Water Distribution System Improvements Project with Lund Construction Co., Inc. in the amount of \$2,214,209 and adopt a resolution authorizing the City Manager to execute the agreement for the project; and
2. Authorize the City Manager or his designee to approve and pay for contract change orders for this project that could increase the contract amount by no more than 10 percent (\$221,421) for a not-to-exceed total contract amount of \$2,435,630; and
3. Adopt an ordinance to approve a budget adjustment of \$1,923,801 from available resources in the Water Rehabilitation Fund to fund the remaining project.

BACKGROUND

The City has three existing water pipelines crossing underneath I-80, which were built and in service prior to the freeway construction in the 1950's, to provide water to the local area. The City conducted a hydraulic modeling analysis to evaluate potential impacts to the water distribution system if those pipelines were taken out of service as a result of pipe failure or abandonment.

This project is a result of that analysis, which identified three improvements in the City's water distribution system that would increase reliability and address capacity limitations. It consists of these three new connections:

1. New 8-inch trenchless waterline crossing Cirby Creek at Coloma Way to Coral Drive,
2. New 8-inch waterline crossing Dry Creek at Douglas Boulevard (installed on existing bridge), and
3. New 8-inch waterline connecting existing lines between Wayne Drive and South Harding Boulevard.

The designs and specifications for the new pipelines were approved by Council on April 5, 2023, and a call for bids was released on April 6, 2023. On May 10, 2023, four (4) firms submitted bids to the City Clerk's office, and a public bid opening identified Dutch Contracting, Inc. as the

apparent low bidder. However, upon review of the bid documents, City staff determined the bid was non-responsive, and recommends that the contract be awarded to the next lowest bidder, Lund Construction Co., Inc.

FISCAL IMPACT

The recommended budget adjustment will fund the Water Distribution System Improvements project (#500198) with \$1,923,801 from the available resources in the Water Rehabilitation Fund (6130). The budget adjustment requests the funding for the contract (\$2,214,209), and a 10 percent construction contingency (\$221,421) for a total of \$2,435,630 to fund this phase of the project. Additionally, the budget adjustment requests the funding for easement acquisition, engineering services, construction management, and staff secondary labor. The initial budget for this project was \$1,230,000, and this budget adjustment will bring the total project budget to \$3,153,801.

ENVIRONMENTAL REVIEW

Connections 1 and 2 listed above (Cirby Creek at Coral Drive/Coloma Way and Dry Creek at Douglas Blvd.) are covered under the City's Routine Maintenance Agreement (RMA No. 1600-2016-0099-R2) with the California Department of Fish and Wildlife (CDFW), which covers activities including the removal, replacement, or repair of utility lines. The project is consistent with activities anticipated by and evaluated within the RMA Initial Study/Mitigated Negative Declaration (IS/MND) (City of Roseville 2017) and no further CEQA documentation is required.

Connection 3 listed above (Wayne Drive/South Harding Boulevard) is categorically exempt from CEQA as a Class 1 and Class 2 Exemption (State CEQA Guidelines Section 15301 and 15302), because the project consists of the minor alteration and replacement of existing water line facilities. 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,

Jonathan Cummings, Associate Engineer

Rich Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-267

Agreement

Ordinance 6672

Budget Adjustment

NOE

Bid Summary Sheet

RESOLUTION NO. 23-267

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

WHEREAS, an Agreement for the Water Distribution Systems Improvements project, by
and between the City of Roseville and Lund Construction Co., 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

AGREEMENT

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

W I T N E S S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the 5th day of April, 2023, approved plans and specifications for the Water Distribution System Improvements Project and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the 10th day of May, 2023; 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 Water Distribution System Improvements Project in accordance with the Contract Documents (the Work).
 - b. To do and perform the Work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Director of Public Works of the City of Roseville.
2. PAYMENT. CITY shall pay CONTRACTOR Two Million, Two Hundred Fourteen Thousand, Two Hundred Nine Dollars and Ten Cents (\$ 2,214,209.10) 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 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 begin work date specified on the "Notice to Proceed" letter. 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

Jonathan Cummings
City of Roseville
2005 Hilltop Circle, Suite 130
Roseville, CA 95747

CONTRACTOR

Kevin M. Lund
Lund Construction Co., Inc.
5302 Roseville Road
North Highlands, CA 95660
Fax: (916) 338-2725

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

Lund Construction Co., Inc., a
California Corporation

BY: _____

DOMINICK CASEY
City Manager

BY: Taylor A. Wilson

its: Chief Financial Officer

and

ATTEST:

BY: _____

its: _____

BY: _____

CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: SBigley Sean Bigley for Richard Plecker
RICHARD D. PLECKER
Environmental Utilities Director

ORDINANCE NO. 6672

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 Water Distribution System Improvements 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: Jonathan Cummings, Associate Engineer FISCAL YEAR: 2022-23
PREPARER NAME & TITLE: Linda York, Development Technician COUNCIL DATE (if applicable): 6/21/2023
DEPARTMENT/DIVISION: EU Technical Services ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6130	5080	84001	500198	43,309	Increase secondary labor budget for project #500198
6130	6587	84001	500198	1,880,492	Increase capital outlay budget for project #500198
TOTAL				1,923,801	

REVENUES/TRANSFERS IN

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

NET ADJUSTMENT	1,923,801
----------------	-----------

FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6130				(1,923,801)	Reduce available resources in the Water Rehabilitation Fund
TOTAL				(1,923,801)	

Justification for Budget Adjustment:

The Water Distribution Systems Improvement project (#500198) addresses capacity limitations in the water distribution system by constructing three new connections: (1) an 8-inch waterline crossing Cirby Creek at Coloma Way to Coral Drive, (2) an 8-inch waterline crossing Dry Creek at Douglas Blvd., and (3) an 8-inch waterline connecting existing lines between Wayne Drive and South Harding Blvd. This project requires an additional \$1,923,801 to fully fund the award of the contract to Lund Construction Co., Inc. with a 10% construction contingency (\$2,214,209 plus \$221,421) and additional budget for engineering services, construction management, easement acquisition, and staff secondary labor. The initial budget for this project was \$1,230,000. This request will bring the total project budget to \$3,153,801.

REQUIRED APPROVALS:				Nancy Rothlisberger		Digitally signed by Nancy Rothlisberger Date: 2023.05.31 09:22:58 -07'00'
		5/26/23				
REQUESTING DEPARTMENT HEAD / DESIGNEE		DATE		BUDGET MANAGER / DESIGNEE		DATE
Dennis Kauffman		Digitally signed by Dennis Kauffman Date: 2023.05.31 11:47:21 -07'00'				
CHIEF FINANCIAL OFFICER / DESIGNEE		DATE		CITY MANAGER / DESIGNEE		DATE
BUDGET DEPARTMENT USE ONLY:						
POSTED BY		DATE				

Revised: June 24, 2019

5/26/2023 11:35 AM



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: Water Distribution System Improvements Project 500198 – Water Line Loop between Wayne Drive and South Harding Boulevard

Project Location(s): 260 South Harding Boulevard, Assessor's Parcel Number 014-183-029-000

Project Description: The City has existing water pipelines crossing Interstate 80 which were constructed prior to the freeway. To ensure reliability in case of failure or a need to abandon the existing lines, the City proposes a project to install new water lines so as to reduce the reliance on pipelines underneath Interstate 80. The project would involve trenching for waterline installation to connect two existing lines between South Harding Boulevard and Wayne Drive. Trenching would occur from the southern end of South Harding, west along northern boundary of the empty lot at 260 South Harding, then south along the western boundary of the lot to Wayne Drive. The work involves less than 1,000 linear feet.

Public Agency Approving Project: Roseville City Council

Agency/Individual Carrying Out Project: City of Roseville Environmental Utilities Department

Reason why this Project is Exempt: The project qualifies for a Class 1 and Class 2 Categorical Exemption as described in Section 15301 and Section 15302 of the California Environmental Quality Act (CEQA) guidelines which states:

"Class 1 (Existing Facilities) consists of ... minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use; and

"Class 2 consists of the...replacement or reconstruction of existing...facilities...including...replacement or reconstruction of existing utility systems involving negligible or no expansion of capacity."

The project consists of the connection of two existing water lines to replace or reduce reliance on an existing water line, and would not result in expansion of use. Consequently the Class 1 and Class 2 Categorical Exemptions apply.

Lead Agency Contact Person: Janice Gainey, Senior Engineer, Roseville Department of Environmental Utilities (774-5535).

Signature:

A handwritten signature in blue ink, appearing to read "Lauren Hocker".

Lauren Hocker, Senior Planner
City of Roseville

Date: 03-07-2023

RFQ # 08-115

DATE: May 10, 2023

TIME: 3:00 PM

BID BOND REQUIRED: Yes

BID SUMMARY SHEET

BID OPENING FOR:

**Water Distribution System
Improvements**



Bidders Name City, State	Addendum 1	Addendum 2	Bid Bond	Grand Total
ARB, Inc Pittsburg, CA	✓	✓	✓	\$2,475,470.00
Lund Construction Co. North Highlands, CA	✓	✓	✓	\$2,214,209.10
Dutch Contracting, Inc. El Dorado Hills, CA	✓	✓	✓	\$1,964,321.00
Mountain Cascade Inc. Livermore, CA	✓	✓	✓	\$2,429,150.00

Please Sign-In

Staff

Visitors (Name & Company)

Visitors (Name & Company)

Jonathan Cummings
Jason Marks
Linda York
Joe Speaker
Katelyna Six



COUNCIL COMMUNICATION

CC #: 2800
File #: 0203-06

Title: Multi-Function Printer Copier Scanner Management Solution - Contract Purchase Agreement
Contact: Aaron Andres 916-774-5139 AMAndres@roseville.ca.us

Meeting Date: 6/21/2023
Item #: 7.8.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager or his designee, to execute a contract purchase agreement, third party lease agreements, and any other documents necessary to implement the services under contract purchase agreement 3002955 between the City of Roseville and J.R.R. Enterprises, Inc. dba Caltronics Business Systems to provide copier lease and printing services for all City departments.

BACKGROUND

A Request for Proposals (RFP) 12-001 for a Print Management Solution was completed in June 2018, resulting in issuing an initial five-year contract. The City's current printing contract with J.J. R Enterprises, Inc dba Caltronics Business Systems expires at the end of June 2023. This contract purchase agreement renewal extends that contract to June 30, 2024.

FISCAL IMPACT

The total estimated cost for this service is \$250,000 for the year. Funding is included in the proposed FY2023-24 operating budgets for City departments in the General Fund, enterprise funds, and internal service funds.

ENVIRONMENTAL REVIEW

The California Environmental Quality ACT (CEQA) does not apply to activities that will result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines 15061(b)(3)). Copier lease and printing services do not include the potential for a significant environment effect, and therefore is not subject to CEQA.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

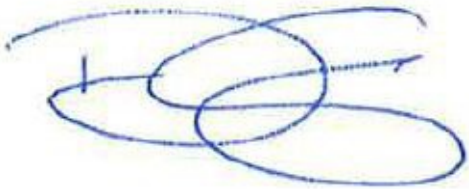
Goal A - Remain financially responsible in a changing world

Goal E - Deliver exceptional city services

Respectfully Submitted,

Aaron Andres, Acting Client Service Supervisor

Hong Sae, Chief Information Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-281

RESOLUTION NO. 23-281

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY
OF ROSEVILLE AND J.R.R. ENTERPRISES, INC. DBA CALTRONICS BUSINESS
SYSTEMS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Contract Purchase Agreement (3002955) to provide copier lease and
printing services, by and between the City of Roseville and J.R.R. Enterprises, Inc. dba
Caltronics Business Systems, has been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said contract purchase agreement is approved and that the City Manager or his designee, is
authorized to execute the contract purchase agreement, third party lease agreements, and any
other documents necessary to implement services, 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



COUNCIL COMMUNICATION

CC #: 2807
File #: 0203-07

Title: Substation Relays and Accessories (RFQ 10-3345) - Purchase Orders
Contact: Sue Jessup 916-746-1107 sjessup@roseville.ca.us

Meeting Date: 6/21/2023
Item #: 7.9.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt resolutions approving purchase orders with HighPoint Power Systems dba Reinhausen Manufacturing, Inc., Keystone Electrical Manufacturing, Inc., and MKI Reps dba Schweitzer Engineering Laboratories, Inc. as the lowest responsive and responsible bidders for the purchase of substation relays and accessories in response to Request for Quotes No. 10-3345.

Staff requests authorization to approve four (4) optional one (1) year renewals with each vendor without further 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 vendors is not in the City's best interest.

BACKGROUND

The Electric Department has an ongoing requirement for the replacements of substation remote terminal units (RTU), relays and accessories. As part of their five-year planning, an assessment has been performed on the age and condition of all substation protection relays and associated control equipment. Replacement of this equipment prior to failure is critical to the safe and reliable operation of the Roseville Electric system. This contract will allow the Electric Department to procure all equipment necessary to replace the aged equipment over the next five (5) years.

A multi-award formal bid was issued, and the vendor responses are listed on the attached bid summary sheet. Bids were awarded based on the total of each item category.

STATES Terminal Blocks & Test Switches was deemed non-responsive for not supplying the required bid documentation. Mader Supply LLC was deemed non-responsive because a percentage of the pricing they submitted did not include freight as required by the bid specifications.

FISCAL IMPACT

The projected total annual spend is \$250,000 for FY2023-24. Funding is included in the proposed FY2023-24 budget in the Electric Fund. Spending for future renewals will be contingent upon Council approval of budgets. Estimated spending for the optional renewal years is as follows: FY2024-25 \$262,500; FY2025-26 \$275,625; FY2026-27 \$289,400; FY2027-28 \$303,800.

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 substation relays and accessories 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



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-286

Resolution 23-287

Resolution 23-288

RESOLUTION NO. 23-286

APPROVING A PURCHASE ORDER FOR THE PURCHASE OF
SUBSTATION RELAYS AND ACCESSORIES

WHEREAS, a purchase order for the purchase of substation relays and accessories, between the City of Roseville and HighPoint Power Systems dba Reinhausen Manufacturing, Inc., has been reviewed by the City Council.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

RESOLUTION NO. 23-287

APPROVING A PURCHASE ORDER FOR THE PURCHASE OF
SUBSTATION RELAYS AND ACCESSORIES

WHEREAS, a purchase order for the purchase of substation relays and accessories, between the City of Roseville and Keystone Electrical Manufacturing, Inc., has been reviewed by the City Council.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

RESOLUTION NO. 23-288

APPROVING A PURCHASE ORDER FOR THE PURCHASE OF
SUBSTATION RELAYS AND ACCESSORIES

WHEREAS, a purchase order for the purchase of substation relays and accessories, between the City of Roseville and MKI Reps dba Schweitzer Engineering Laboratories, Inc., has been reviewed by the City Council.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 2791
File #: 0203-06

Title: Customer Information System Managed Services - Sole Source Contract Purchase Agreement
Contact: Andrea Blomquist 916-774-5317 ABlomquist@roseville.ca.us

Meeting Date: 6/21/2023
Item #: 7.10.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a three (3) year sole source contract purchase agreement with N Harris Computer Corporation, for managed services. Staff additionally requests authority for the City Manager, or his designee, 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 each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

Cayenta Managed Services (CMS) has provided support services for our Customer Information System (CIS) since 2017. CMS manages multiple environments, provides backups for disaster recovery, constant monitoring and emergency coverage for system issues. This support ensures a more stable environment for our residents and businesses and is necessary to ensure system reliability.

This agreement provides for this support model for three (3) years.

FISCAL IMPACT

The total cost of this three (3) year agreement is \$246,259.43 and is included in the Customer Care Utility Billing annual operations budget in the Electric and Environmental Utilities funds. This recommendation has no impact to the General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the

activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

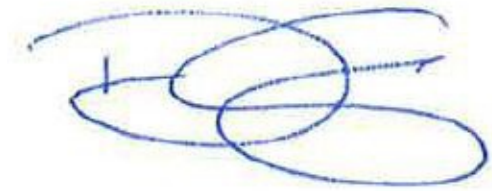
Goal E - Deliver exceptional city services

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Andrea Blomquist, Utility Billing Operations Manager

Daniel Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-273

Contract

RESOLUTION NO. 23-273

APPROVING A SOLE SOURCE CONTRACT PURCHASE AGREEMENT, BY AND
BETWEEN THE CITY OF ROSEVILLE AND N HARRIS COMPUTER CORPORATION,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a sole source contract purchase agreement (3002817) for Cayenta Managed Services for the City of Roseville Customer Information System, by and between the City of Roseville and N Harris Computer Corporation, 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 two (2) 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 3002817

Supplier Details:

Company N Harris Computer Corporation
Contact Kimberly Siller
Address 62133 Collections Center Dr

Chicago, IL 60693

Submit your response to:

Company City of Roseville
Contact "Becky" Rebecca Philipp
Address Purchasing Division
311 Vernon St
Roseville, CA 95678
Phone (916) 746-1110
Fax (916) 746-1115
E-mail BPhilipp@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - **By owner**
Partnership - **Any general partner**
Corporation - **Two options:**

(1) A signature from the President and the corporate seal; **OR**

(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are **not** corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:

The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.



Contract Purchase Agreement 3002817

Agreement	3002817
Agreement Date	10-APR-2023
Change Order	2
Change Order Date	23-MAY-2023
Revision	2
Agreement Amount	246,259.43 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 **N Harris Computer Corporation**
 62133 Collections Center Dr

Chicago, IL 60693

Phone: ()

Fax: ()

Email: ksiller@cayenta.com

Description of Labor, equipment and/or materials: VENDOR SHALL PROVIDE DATABASE ADMINISTRATION AND CAYENTA APPLICATION SERVICES IN ACCORDANCE WITH THE ATTACHED N HARRIS 'CAYENTA MANAGED SERVICES SCHEDULE "A" - SERVICES - ROSEVILLE, CITY OF' DATED 6/1/23. THE ATTACHED CITY OF ROSEVILLE NEGOTIATED TERMS AND CONDITIONS FOR N. HARRIS COMPUTER CORPORATION DATED 5/23/23 SHALL ALSO BE INCORPORATED BY REFERENCE ONTO THIS AGREEMENT.

START DATE: UPON EXECUTED AGREEMENT

END DATE: 5/31/26

PLEASE CONTACT EMILY SAWIN AT (916) 774-5388 OR ESAWIN@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

*The total agreement amount is an approximation only. The City does not guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	12313	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date		Confirm To		
"Becky" Rebecca Philipp Phone 1-916-746-1110					

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

This Agreement shall commence on the Effective Date and shall continue for a period of three (3) years (the **"Initial Term"**). Thereafter, this Agreement may be renewed for further one (1) year periods (each a **"Renewal Term"**) based on a mutual written agreement of both parties. The Initial Term and the Renewal Terms shall collectively be referred to as the **"Term"**.

1. Subject to the limitation on liability set out in Section 10(i) of this Agreement, to the fullest extent allowed by law, Consultant agrees to indemnify, including the cost to defend City, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the gross negligence or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole or contributory negligence, willful misconduct or defects in design by City or the agents, servants, or independent contractors who are directly responsible to City, or arising from the active negligence of City. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.
2. Consultant is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part, which consent the City shall not unreasonably withhold, except that Consultant may assign its interest in this Agreement in connection with a merger or other business combination in which Consultant is not the surviving entity, so long as the assignee agrees to fully abide by and accept all provisions under the Agreement.
5. 4. At any time during the Term of this Agreement, the City has the right to terminate this Agreement, provided Consultant is given one hundred and twenty (120) days' written notice. City's termination shall be without further liability to City, however Consultant shall be entitled to all costs reasonably incurred prior to the date of termination. Consultant acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement. If City has failed to pay any amounts when due under this Agreement, and such failure has continued for fifteen (15) days or more, Consultant shall have the right to (a) suspend performance of the Services (as defined in Section 8 below) until all amounts are paid in full; and/or (b) terminate this Agreement effective immediately upon written notice to City to that effect.
6. In addition to any other rights and remedies available to it, either party may immediately terminate this Agreement in the event of material breach by the other party of its obligations hereunder that is not cured within thirty (30) days of receipt of written notice from the other party to that effect;
7. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
8. Consultant shall use commercially reasonable efforts to provide the professional services set out in Schedule "A" (the "Services") to City. City may retain a PDF copy of any reports or other deliverables provided by Consultant to City as part of the Services ("Deliverables"), however Consultant is and shall remain the owner of all copyright, patents, trademarks, trade secrets and other intellectual property rights.
9. In consideration of providing the Services, City agrees to pay the fees set out in Schedule "A" (the "Fees") to Consultant. Unless otherwise stated in Schedule "A", each invoice delivered to City by Consultant shall be due and payable upon receipt thereof by City. The Fees are exclusive of taxes. City agrees to pay all applicable sales and use taxes, if any (excluding taxes on Consultant's net income) ("Taxes") unless it provides Consultant with a tax exemption certificate acceptable to the applicable taxing authorities.
10. 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 Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. Consultant shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- 10c. Additional Insureds. Consultant shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of Consultant. The additional insured coverage under the Consultant's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement.
- 10d. Cancellation/Modification. Consultant shall endeavor to provide thirty (30) days written notice to City of cancellation of the Commercial General Liability policy.
- 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. Subconsultants. Consultant agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultant's work. Furthermore, Consultant shall require its subconsultants to agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Additionally, Consultant shall obligate its subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant upon request.
- 10h. Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Consultant, its employees, agents and subconsultants.
- 10i. Liability. To the greatest extent permitted by applicable law, consultant, its affiliates, and each of their respective directors, officers, employees and shareholders' entire liability and City's exclusive remedy with respect to the services and any other products, materials supplied by consultant in connection with this agreement for damages for any cause and regardless of the cause of action, whether in contract or in tort, including fundamental breach, negligence, strict liability or otherwise, and including any indemnification obligations, shall not exceed an amount that is equal to the fees paid to consultant by the City in the twelve (12) months preceding the claim. In no event shall consultant, its affiliates and each of their respective directors, officers, employees and shareholders, be liable for an consequential,

incidental, indirect, exemplary, punitive, or special damages whatsoever, including but not limited to for lost revenue or loss of profits, loss of business, loss of data, failure to realize expected savings, or cost of substitute goods or services arising out of or in connection with this agreement, even if it has been advised of the likelihood of the occurrence of such loss or damage or such loss or damage is foreseeable and notwithstanding any failure of essential purpose of any limited remedy.

11. Consultant shall comply with all federal, state, local laws, ordinances and policies as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in termination of this Agreement.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service 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. Any action arising out of this Agreement shall be brought in the federal courts of the United States, or the State Courts of California, as applicable, 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” and “Consultant” are used interchangeably.
18. Consultant agrees that any and all information furnished by City shall be deemed proprietary and confidential. All such information, to the extent previously, presently or subsequently disclosed to Consultant and/or processed and derived by Consultant services is the property of City and such property shall be deemed and treated as “Confidential Information” of City. Consultant acknowledges that such Confidential Information may contain information provided and/or generated by third-parties. Consultant agrees that such Confidential Information shall not be disclosed to any third party without written permission from City, except as required by law. Consultant shall not use the Confidential Information except to perform Consultant’s services as directed by City.
19. All facilities, devices, networks and services used to store, deliver, process, backup or purge Confidential Information will employ administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure Confidential Information from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Consultant’s own information of a similar type, and in no event less than reasonable in view of the type and nature of the information involved. It is the City’s expectation that Consultant shall house Confidential Information, as required, in data centers that conduct audits by independent third-parties that meet industry standards applicable to the services under this Agreement.
20. Consultant will retain Confidential Information until deleted by City or City-authorized third party, or for a time period mutually agreed upon by the parties to this Agreement.
21. Upon termination or expiration of this Agreement, Consultant will ensure that all Confidential Information is securely transferred to City within thirty (30) calendar days. Consultant will ensure that any transfer of Confidential Information is accomplished by methods that are compatible with the relevant City systems,

and that City will have access to all Confidential Information during any such transfer. Consultant shall securely dispose of all Confidential Information when requested by City and Consultant will provide written notification to City once all Confidential Information has been securely disposed of.

22. Consultant shall promptly report to City any data compromise or unauthorized access to Confidential Information after Consultant discovers such data compromise or unauthorized access. Consultant will take commercially reasonable measures to address any such data compromise or unauthorized access in a timely manner. Except as otherwise required by law, Consultant will not provide notice to end users or other entities of any such data compromise or unauthorized access without written permission from City.
23. Consultant may not advertise that City is a client, list City as a reference or otherwise use City's name, logos, trademarks, or service marks without prior written permission from City.
24. Consultant acknowledges that services rendered under this agreement (including but not limited to service levels and operational levels) shall be performed in accordance with industry standards.
25. If the project referenced on this service agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
26. If the project referenced on this service agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

City reserves the right to withhold any payments to Consultant in the event of noncompliance with insurance requirements or if required by law.

Contract Purchase Agreement 3002817

**ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES
Negotiated for N. Harris Computer Corporation dated 5/22/23 VB**

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
- Best efforts to provide 30 day notice of cancellation
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction: _____

General Liability:
\$2 Million/occurrence
\$4 Million aggregate

Design Professional: _____

General Liability:
\$2 Million/occurrence
\$4 Million aggregate
Professional Liability:
\$2 Million/occurrence

Professional Consultant: _____

Professional Liability:
\$1 Million/occurrence

IT Services: X

1. **Cyber Liability and Technology Errors & Omissions** Insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recover, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademarks, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

The Policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of the Vendor.

Hazardous Materials: _____

Pollution Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors: _____

No auto required

Contract Purchase Agreement 3002817

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

Contract Purchase Agreement 3002817

Supplier

DocuSigned by:

Signature: Arjang Abedini

3841625AD236468...

Print Name: Arjang Abedini

Title: VP Development, Cayenta

Date: 5/24/2023

Supplier

DocuSigned by:

Signature: Todd Richardson

1DA0B8189CE94EC...

Print Name: Todd Richardson

Title: Chief Financial Officer, Harris

Date: 5/24/2023

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____



Cayenta Managed Services

Schedule "A" – Services – Roseville, City of

06/01/2023

Contents

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Overview

Cayenta Managed Services is composed of a base offering, Standard Managed Services, and additional optional services. These services are not included in the Cayenta Software and Maintenance Fees.

Roseville, City of hereafter referenced as “Customer”.

Services Pricing

Service Offering	One-Time Setup Cost	Monthly Reoccurring Cost	Annual Reoccurring Cost
Standard Managed Services Bundle*	N/A	\$5,858.67	\$70,304.03
Off-Site Backups for Disaster Recovery	N/A	\$650.96	\$7,811.56

**Standard Managed Services Bundle includes Core Application Services, Database Services and Add-On Application Services*

Note: Pricing is subject to change if the Customer adds new products to their portfolio. This pricing is based on the products listed under the [Cayenta Products](#) section.

Payment Schedule

One-Time Setup Costs are billed upon signing. Reoccurring Costs are billed on an annual basis upon the Effective Date of the Managed Services Agreement. The Reoccurring Costs are subject to 5.0% annual increases.

Services Overview

Standard Managed Services

The Standard Managed Services includes Application and Database Services for Cayenta Core Products, and Application Services for Cayenta Add-On Products. Cayenta Add-On Products utilize the same database as their related Core Products, this means that no additional Database Services are required for these products.

Cayenta Products

The table below represents the Cayenta Core Products and Add-On Products Installations for the Customer at the time of this agreement signing. The counts are split between Production installations and Non-Production installations. Examples of Non-Production installations include any installations for update/patch testing, general application testing, training, integration testing and more.

Product	Production Installation(s)	Non-Production Installations(s)	Total Installation(s)
Core Products			
Cayenta CIS	1	2	3
Cayenta System & Reporting (Cognos)	1	1	2



Add-On Products			
Customer Self-Service	1	0	1
Cayenta Router	1	1	2
Software Manager	0	0	0
Mobile Work Management	1	1	2
Cayenta Link Using Excel (CLUE)	1	1	2

General Assumptions

1. Cayenta will be responsible for services outlined in the [Standard Managed Services Table of Services sub-section](#) in conjunction with the Cayenta Products listed in the [Standard Managed Services Overview sub-section](#).
2. The Customer will be responsible for maintaining all the operating systems, virtualization, servers, storage networking and hardware for the Cayenta applications, and communicating and coordinating any changes to said infrastructure with Cayenta CMS.
3. The Customer is responsible for ensuring that Cayenta monitoring tools and Technical Consultants have appropriate remote access to Cayenta-related infrastructure and environments on the Customer's site.
4. Tickets determined to have a root cause outside of the nature of the services covered by the CMS team may be transferred to a Support ticket (and potentially escalated into a Jira) covered under Cayenta Software and Maintenance Fees. The Cayenta CMS and Support teams work closely to ensure a seamless transition between teams in such cases.
5. Migration services such as Cognos to Actuate or Oracle to SQL Server are not in the scope of these services.
6. Application and Database Server migrations are not in the scope of these services.
7. Technical installation of Feature Releases/Upgrade for the Core Products (e.g. 7.9.x to 9.1.x) are included, however, the scope is strictly limited to the technical procedures against a pre-existing Non-Production environment. The Upgrade Project Services are not in the scope of these services. We recommend engaging your Account Manager for an Upgrade Project with our Professional Services team.
8. Installation and technical setup of any new products are not in the scope of these services. Existing products that the Customer has are defined in the [Cayenta Products](#) section above.
9. The Customer will log tickets via Cayenta Helpdesk system. In the case that Cayenta is contacted via e-mail or phone call, the Cayenta Technical Consultant will log a ticket in the Cayenta Helpdesk system for tracking purposes.
10. Cayenta will provide a Formal Incident Report for any Priority 1 tickets. Priority 2 and 3 issues are summarized within the ticket and confirmed and closed by the Customer. See [Ticket Priorities sub-section](#) for priority guidelines.
11. Standard CMS Support Hours are from 6:00AM to 5:00PM Pacific Time, Monday to Friday (excluding US holidays). CMS support outside of the Standard CMS Support Hours will be billed at the then current Professional Services hourly rate quoted by the Cayenta Account Manager (minimum of 2 hours).



Response Times

Response times will vary and are dependent on the priority of the ticket/issue/call (hereafter references as tickets). We do our best to ensure that we deal with incoming tickets in the order that they are received, however tickets will be escalated based on the urgency of the issue reported. Our response time guidelines are as follows (based on Standard CMS Support Hours specified in item 11 of the [General Assumptions sub-section](#)):

- Priority 1: ≤ 4 hours
- Priority 2: 1 – 8 hours
- Priority 3: 1 – 24 hours

Response time is defined as the amount of time between when the Customer first creates a ticket (which includes submission via any methods mentioned in General Assumption 9 under the [General Assumptions for the Standard Managed Services section](#)) and when a Cayenta Technical Consultant responds.



Ticket Priorities

To assign our resources to incoming tickets as effectively as possible, we have identified three types of ticket priorities, 1, 2 and 3. A Priority 1 ticket is deemed by our CMS staff to be an Urgent/Critical Priority ticket, Priority 2 is classified as a High or Medium Priority and Priority 3 is deemed to be a Low Priority. The criteria used to establish guidelines for these tickets are as follows:

Priority 1 – Critical/Urgent

- Production System Down*
- Technical issues with data integration and updates causing the integration to fail
- Performance issues of severe nature impacting critical processes
- Data security issues
- Applying application patches for critical issues within the application, that do not have a work around

Priority 2 – High or Medium

- System errors that have workarounds
- Failure of integration components like APIs
- Printer related issues (related to interfaces with our software and not the printer itself)
- Performance issues not impacting critical processes
- Assistance with workstation connectivity issues (workstation specific)
- Assistance with application or database access issues
- Provide direct access to database for privileged or approved users
- Assistance with ODBC configuration
- Applying high/medium priority patches for issues that have a work around

Priority 3 – Low

- Recommendations for enhancements on system changes
- Issues with routine maintenance of application and database

Note: the existence of a reasonable workaround precludes a Priority 1 or Priority 2 ticket in most cases.

*System down issues are defined as issues where all users are unable to access the system. Issues isolated to a subset of the users are not considered as a system down event.



Off-Site Backups for Disaster Recovery

Cayenta’s Off-Site Backups for Disaster Recovery optional service offering includes automating the backups and transfer process of your data. Once established, the backups are then performed automatically and daily—these backups are monitored for success, failure, or inconsistencies.

Using stringent procedures, protocols, and standards, the Microsoft Azure data centers are completely secure and protected each step of the way. The Microsoft Azure Recovery Services (MARS) agent encrypts data with a passphrase before upload to Azure Backups. Within Azure Backups, data in transit between Azure storage and the vault is protected by HTTPS. When downloading from Azure Backups, the data is only decrypted after the download is complete. All our Azure Backups monitored by Cayenta using built-in monitoring and alerting capabilities.

In the event of a disaster, Cayenta will utilize the latest backups to restore the applications in the infrastructure provided by the Customer.

General Assumptions

1. The Customer accepts the installation of the Microsoft Azure Recovery Services (MARS) agent on all required servers and the required internet access to Cayenta’s Microsoft Azure data centers.
2. The Customer will provide the necessary access and infrastructure (e.g. operating systems, virtualization, servers, storage networking and hardware) in the event of a disaster to Cayenta in the event of a disaster.
3. The Customer must communication and coordinate any infrastructure changes (e.g. operating systems, virtualization, servers, storage networking and hardware) that would impact this service.
4. This service offering is not a Disaster Recovery Plan or Full Disaster Recovery Service. It can be part of the Customer’s Disaster Recovery in terms of off-site backups and application/database restoration.
5. Cayenta will use latest backups to restore the database and applications in the event of a disaster.
6. Cayenta will be responsible for services outlined in the [Off-Site Backups for Disaster Recovery Table of Services sub-section](#) in conjunction with the Cayenta Products listed in the [Standard Managed Services Overview sub-section](#).
7. These backups are intended for Disaster Recovery scenarios only and not a means of data archiving.
8. Backups include:
 - Database backup (export) of the database for the Core Product
 - Application Files for the Core Products (including attachments directory)
 - Application Files for any Add-On Products with non-Software Manager deployments
 - Virtual Machine for Software Manager and all Add-On Products deployed via Software Manager
9. Backups are run on daily basis all year round (365 days a year).
10. Backups are retained for 30 days by default. This can be increased with additional cost.
11. The Customer has selection of several Azure Regions in Canada and the United States. All backups are configured to be geo-redundant.
12. Periodic (e.g. monthly or annually) testing of the end-to-end backup and restoration is not included in the scope of this service. This can be quoted separated through your Cayenta Account Manager.



Table of Services

Standard Managed Services

The Standard Managed Services offering includes Application and Database Administration Services for Cayenta Core Products and Application Services for Cayenta Add-On Products.

Core Products

Cayenta Core products are defined under the [Cayenta Products](#) sub-section of the [Overview](#).

Application Services

Application Services – Core Products	Frequency						Comment
	Daily	Weekly	Monthly	Quarterly	Annually	As Required	

AVAILABILITY AND PERFORMANCE MONITORING

In order to ensure the availability and performance of your application, CMS monitors your system components. CMS utilizes tools that test the availability of your system components and alert the Cayenta Technical Consultants in the event of a problem. Services included:

Troubleshooting and triaging of errors, warnings and alerts						Y	
Diagnose and resolve application performance problems reported						Y	
Log all application problems and report on problems and problem resolution status						Y	
Diagnose and assist in resolving application availability						Y	
Support diagnosis of application to database connectivity issues						Y	
Problem resolution for application specific patches						Y	

MAINTENANCE

CMS performs regular maintenance to ensure that the Applications are healthy. Services included:

Applicable to Any Core Product

Archive application, API, batch queue and web server logs						Y	
Purge application, API, batch queue and web server logs	Y						Default 30 Days Retention
Restart Cayenta (CU) API Service						Y	
Archive and purge job process logs			Y				

Specific to Reporting (Cognos)

Archive old reports						Y	
Purge reporting software logs						Y	



Restart services and agents

						Y	
Application Services – Core Products (Continued)	Frequency						Comment
	Daily	Weekly	Monthly	Quarterly	Annually	As Required	

Specific to Cayenta FMS/HCM Products and WMS Modules

Archive and purge spool directories

Run wsysinit and work library cleanup

Restart Message Listener (SFGMSG) and kill defunct processes

Restart web server (Tomcat)

BACKUP AND RESTORATION

CMS will work with the Customer IT team to review backup and restoration policies and procedures and provide recommendations. Services included:

Review and provide recommendations for Application Files backup and restoration policies and procedures. This includes Cognos, but not report output files.

Review and provide recommendations for non-Application Files backup policies and restoration and procedures. This includes items such as Cayenta file (contact) attachments and Cognos report outputs.

FEATURE RELEASES, UPDATES, PATCHES

CMS performs regular maintenance to ensure that that your Production and Non-Production Core Product environments are at the appropriate fix levels. Services included:

Applicable to Any Core Product

Apply P1 patches to the Production environment

Apply P1 patches to dedicated Non-Production environment(s)

Apply Update Releases to the Production environment

Apply Update Releases to dedicated Non-Production environment

Apply Feature Releases/Upgrades to dedicated Non-Production environment(s)

Specific to Reporting (Cognos)

Maintain and update the Reporting software

Specific to Cayenta FMS/HCM Products and WMS Modules

Maintain and update Web Server (Tomcat) software



Application Services – Core Products (Continued)	Frequency						Comment
	Daily	Weekly	Monthly	Quarterly	Annually	As Required	
Desktop Related Assistance							
Recommend additions, configuration changes, enhancement, version requirements for desktop setup						Y	Recommendations only. Desktop environment fully owned by the Customer IT team.
Assist in troubleshooting Cayenta-specific desktop issues						Y	
APPLICATION SYNCs AND COPIES							
In order to ensure that Non-Production environments are current, CMS can sync current Production application environment to a maximum of two Non-Production environments on a quarterly basis. Services included:							
Sync current Production application environment with up to two Non-Production environments				Y			Occurs only upon request



Database Services

Database Services – Core Products	Frequency						Comment
	Daily	Weekly	Monthly	Quarterly	Annually	As Required	

AVAILABILITY & PERFORMANCE MONITORING

In order to ensure the availability and performance of your system, Cayenta monitors your database. CMS' monitoring tools provide information about the database functionality, communicate the potential for imminent failures, and communicate database errors, warnings and alerts to the Cayenta Technical Consultants. Services included:

Periodic monitoring errors, warnings and alerts	Y						
Diagnose and assists in resolving database performance problems reported						Y	
Log all database problems and report on problems and problem resolution status						Y	
Diagnose and assist in resolving database availability						Y	
Support diagnosis of application to database connectivity issues						Y	
Problem resolution for the database server patches						Y	

MAINTENANCE

Cayenta performs regular maintenance to ensure that the performance of your database does not degrade over time, within the constraints imposed by licensee's hardware and/or network. CMS also performs security maintenance to ensure that your users have appropriate access to the data. Services included:

Perform individual table reorganizations to address performance issues reported						Y	
Perform individual index reorganizations to address performance issues as needed						Y	
Perform security maintenance						Y	

BACKUP AND RESTORATION

Assuming Cayenta compatible backup tools are used by the Customer, CMS works with you to ensure that database backups are performed reliably and that your data can be recovered in the event of corruption or loss of data. Services included:

Initial setup and testing						Y	
Perform daily on-line backups according to the back-up schedule	Y						
Perform database backup	Y						
Perform transaction log backup	Y						
Assist Customer to perform data recovery in the event of corruption or loss of data						Y	
Assist Customer with data recovery test to assure recoverability from exports						Y	
Assist Customer with data recovery test to assure recoverability from transaction logs						Y	



Database Services – Core Products (continued)	Frequency						Comment
	Daily	Weekly	Monthly	Quarterly	Annually	As Required	

DATABASE MAINTENANCE

In order to ensure that your database environment is current with new RDBMS releases and fixes, Cayenta provides maintenance services for your database platforms. Services included:

Apply RDBMS maintenance patches as needed						Y	
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DATABASE REFRESHES AND COPIES

In order to ensure that Non-Production environments are current, CMS can copy current Production data to a maximum of two Non-Production environments on a quarterly basis. Services included:

Make copy of current Production to two Non-Production environments				Y			Occurs only upon request.
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Add-On Products

Cayenta Add-On products are defined under the [Cayenta Products](#) sub-section of the [Overview](#).

Application Services

Application Services – Add-On Products	Frequency						Comment
	Daily	Weekly	Monthly	Quarterly	Annually	As Required	

AVAILABILITY AND PERFORMANCE MONITORING

In order to ensure the availability and performance of your application, CMS monitors your system components. CMS utilizes tools that test the availability of your system components and alert the Cayenta Technical Consultants in the event of a problem. Services included:

Periodic monitoring of errors, warnings and alerts	Y						
Diagnose and resolve application performance problems identified by monitoring tools						Y	
Log all application problems and report on problems and problem resolution status						Y	
Diagnose and assist in resolving application availability						Y	
Support diagnosis of application to database connectivity issues						Y	
Problem resolution for application specific patches						Y	

MAINTENANCE

CMS performs regular maintenance to ensure that the Applications are healthy. Services included:

Applicable to Software Manager Based Products

One-time setup – Encrypt Software Manager configuration files						Y	
Run disk space and container cleanup processes			Y				
Install new SSL Certificate(s)						Y	Customer must provide certificate
Restart Docker container(s)						Y	

Specific to Cayenta Router

Archive logs						Y	
Purge logs	Y						Default 30 Days Retention
Install new SSL Certificate(s)						Y	Customer must provide certificate
Restart Windows service(s)						Y	



Application Services – Add-On Products (Continued)	Frequency						Comment
	Daily	Weekly	Monthly	Quarterly	Annually	As Required	

Specific to Customer Self-Service

Archive logs						Y	
Purge logs	Y						Default 30 Days Retention
Install new SSL Certificate(s)						Y	Customer must provide certificate
Restart web server (Tomcat)						Y	

Software Manager Virtual Appliance

Administration of the Virtual Machine's Ubuntu operating system						Y	OS Updates applied in conjunction with Support/Compatibility by Cayenta R&D
Administration of the Virtual Machine's software applications						Y	
Administration of the Virtual Machine's Docker and Nginx installation						Y	
System cleanup and maintenance script execution			Y				
Purge system logs	Y						Default 30 Days Retention
Troubleshoot issues related to the Virtual Appliance						Y	Requires Customer IT to rule out hardware, network (IT-site) issues

BACKUP AND RESTORATION

CMS will work with the Customer IT team to review backup and restoration policies and procedures and provide recommendations. Services included:

Review and provide recommendations for Application Files backup and restoration policies and procedures. This includes Cognos, but not report output files.						Y	
Review and provide recommendations for non-Application Files backup policies and restoration and procedures. This includes items such as Cayenta file (contact) attachments and Cognos report outputs.						Y	

UPDATES AND PATCHES

CMS performs regular maintenance to ensure that that your Production and Non-Production Add-On Product environments are at the appropriate versions. Any dependencies for the Core Product will also be completed by CMS in order to fully update the Add-On Products. Services included:

Applicable to Software Manager Based Products

Apply updates and Core Product patch dependencies to the Production environment						Y	
Apply updates and Core Product patch dependencies to dedicated Non-Production environment(s)						Y	Environment(s) must be specified in requests.



Specific to Customer Self-Service & Cayenta Router

Apply updates and Core Product patch dependencies to the Production environment						Y	
Apply updates and Core Product patch dependencies to dedicated Non-Production environment(s)						Y	Environment(s) must be specified in requests.
Maintain and update Web Server (Tomcat) software						Y	



Off-Site Backups for Disaster Recovery

In addition to descriptive tasks included in the [Off-Site Backups for Disaster Recovery General Assumptions](#) sub-section, this service offering includes:

Off-Site Backups for Disaster Recovery	Frequency						Comment
	Daily	Weekly	Monthly	Quarterly	Annually	As Required	

INITIAL SETUP

In order to ensure the transfer of data and application files on a nightly basis, CMS will install the required tools and scripts required for the tasks. The Cayenta Technical Consultants will:

Setup and test connection from the customers site to Cayenta's Microsoft Azure data centers						Y	
Install the tools and create the necessary scripts for the nightly tasks						Y	
Create and run scripts to verify accuracy of transferred files, and email status of resources (connection, backups, disk space and network access)						Y	
Create pre-configured empty database to accommodate Customer's data volumes						Y	
Create Windows directories to accommodate Customer's application file systems						Y	
Designate servers and storage for all data and programs transferred						Y	Requires Customer IT collaboration

NIGHTLY BACKUP AND TRANSFER PROCESS

Transfer all data and application programs required to recover Customer's data	Y						
Verify accuracy of the transferred data and files by checking size and checksums	Y						
Verify connectivity between the Customer site and Cayenta's Microsoft Azure data centers	Y						
Report on any failures of the nightly transfer						Y	





COUNCIL COMMUNICATION

CC #: 2795

File #: 0214 & 0309

Title: Flood Emergency Response Projects – Statewide Grant Round 2 Program - Funding Agreement

Contact: Joe Anderson 916-774-5440 jjanderson@roseville.ca.us

Meeting Date: 6/21/2023

Item #: 7.11.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve a Funding Agreement with the State of California Department of Water Resources for the Flood Emergency Response Projects - Statewide Grant Round 2, and adopt a resolution authorizing the City Manager to execute it on behalf of the City.

BACKGROUND

In December of 2014, the Department of Water Resources (DWR) began soliciting grant proposals from eligible agencies for funding under the Flood Emergency Response Projects (FERP) Statewide Grant Round 2 program. The purpose of this grant program was to provide funding for local agencies to improve flood emergency preparedness and response.

The City of Roseville and the Placer County Flood Control and Water Conservation District (Flood Control District) prepared an application to seek funding to update the communications system for the Flood Alert System precipitation and stream gauges owned and operated by the City of Roseville and the Flood Control District. The City of Roseville was designated as the lead agency for the purposes of filing the grant application and administering the project.

On February 4, 2015, the City Council authorized the City Manager to file the grant application on behalf of the City.

In October of 2015, DWR informed the City that its application for use of FERP – Statewide Grant Round 2 funds was selected for funding.

On August 4, 2016, the City Manager executed a contract with DWR and City staff began work on the project. The period of performance for this grant agreement was three years, from August 23, 2016 to August 23, 2019.

Grant funds were expended to fully fund new Flood Alert System base station equipment and

database software for both the City's and Flood Control District's transition to the ALERT2 protocol. The grant also funded the conversion of four stream gauge transmitter sites for each agency to ALERT2, and provided funding for the installation of two new gauges within the flood-prone areas of Granite Bay, along Miners Ravine and Linda Creek.

Prior to the end of the period of performance (August 23, 2019), it became evident to staff that additional time was needed to complete the project scope, and a six-month time extension request was submitted to DWR who indicated an intent to approve. All scope items were completed in February of 2020 and closeout of the grant was initiated with DWR.

In May of 2022, DWR staff processing the grant closeout revealed that the six-month time extension was inadvertently not processed and executed by DWR. To correct this oversight and allow reimbursement of the remaining contract expense to the City, this new retroactive contract must be prepared and executed by the City and DWR.

The remaining unreimbursed balance of project costs incurred after August 23, 2019 totaled \$25,809.90.

FISCAL IMPACT

The total cost of FERP Round 2 improvements is \$97,753.94, of which \$64,865.44 were eligible for reimbursement under the original agreement performance period. This second agreement will allow for reimbursement of the last \$25,809.90 of the original grant funds expended during the extension period. The General Fund was used for the required FERP matching funds, and to fund \$1,592.94 of improvements not included in the FERP grant.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Joe Anderson, Associate Engineer

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-278

DWR Grant Agreement 4600015145

RESOLUTION NO. 23-278

APPROVING A FUNDING AGREEMENT, BY AND BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, in 2014, the State of California Department of Water Resources (DWR) began soliciting grant proposals for funding under the Flood Emergency Response Projects (FERP) Statewide Grant Round 2 Program to provide funding to local agencies to improve flood emergency preparedness and response; and

WHEREAS, on February 4, 2015, the City Council authorized the City Manager to file a grant application on behalf of the City and in October of 2015, the City was informed that our application for use of FERP was selected for funding; and

WHEREAS, on August 4, 2016, the City entered into an agreement with DWR with the period of performance ending August 23, 2019; and

WHEREAS, prior to August 23, 2019, staff requested a six-month extension to DWR, who indicated an intent to approve; and

WHEREAS, in May 2022, DWR staff revealed that the extension was inadvertently never processed by them, and to correct this oversight and allow reimbursement of the remaining contract expense to the City, a new retroactive contract was prepared; and

WHEREAS, an agreement between DWR and the City of Roseville for Flood Emergency Response Projects Statewide Grant Round 2, 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 ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**STATE OF CALIFORNIA
CALIFORNIA NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES**

Agreement Number: 4600015145

**FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES
AND
CITY OF ROSEVILLE**

STATEWIDE FLOOD EMERGENCY RESPONSE GRANT ROUND 2

UNDER

**THE SAFE DRINKING WATER, WATER QUALITY & SUPPLY, FLOOD CONTROL, RIVER & COASTAL
BOND ACT OF 2006**

THIS FUNDING AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and City of Roseville, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Funding Recipient," which parties do hereby agree as follows:

1. **PURPOSE.** State shall provide funding from the Safe Drinking Water, Water Quality & Supply, Flood Control, River & Coastal Bond Act of 2006 (Proposition 84) to Funding Recipient to assist in financing the City of Roseville Flood Emergency Response Grant Round 2 Project (Project) pursuant to Public Resources Code, Section 75032.
2. **TERM OF FUNDING AGREEMENT.** The term of this Funding Agreement begins on August 21, 2019, and through final payment plus three (3) years unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by August 21, 2023, and no funds may be requested after February 21, 2024.
3. **FUNDING AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$65,147.56.
4. **BASIC CONDITIONS.** State shall have no obligation to disburse money for a project under this Funding Agreement until Funding Recipient has satisfied Paragraph D8 of this Funding Agreement and the following conditions:
 - A. For the term of this Funding Agreement, Funding Recipient submits timely Quarterly Progress Reports as required by Paragraph 10, "Submission of Reports."
 - B. Funding Recipient submits all deliverables as specified in Paragraph 10 of this Funding Agreement and in Exhibit A.
5. **DISBURSEMENT OF FUNDS.** State will disburse to Funding Recipient the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to Funding Recipient under this Funding Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.

6. ELIGIBLE PROJECT COST. Funding Recipient shall apply State funds received only to eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after August 21, 2019, shall be eligible for reimbursement.

Costs that are not eligible for reimbursement include but are not limited to the following items:

- A. Costs, other than those noted above, incurred prior to the award date of this Grant.
 - B. Operation and maintenance costs, including post construction performance and monitoring costs.
 - C. Purchase of equipment not an integral part of a project
 - D. Establishing a reserve fund.
 - E. Purchase of water supply
 - F. Monitoring and assessment costs for efforts required after project construction is complete.
 - G. Replacement of existing funding sources for ongoing programs.
 - H. Per diem costs.
 - I. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
 - J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to the effective date of agreement.
 - K. Overhead and indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Funding Recipient; non-project-specific accounting and personnel services performed within the Funding Recipient's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; and, generic overhead or markup. This prohibition applies to the Funding Recipient and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
7. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 4 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Funding Recipient, following receipt from Funding Recipient via US mail or Express mail delivery of a "wet signature" invoice, or an electronic invoice certified and transmitted via DocuSign for costs incurred, including Cost Share, and timely Quarterly Progress Reports as required by Paragraph 10, "Submission of Reports." Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Funding Agreement number. State will notify Funding Recipient, in a timely manner, whenever, upon review of an Invoice, State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to State. Funding Recipient may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Funding Recipient fails to submit adequate documentation curing the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by Funding Recipient shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - i. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.

- ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
- iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
- iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Funding Amount."
- v. Original signature and date (in ink) of Funding Recipient's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address:

State of California
Department of Water Resources
Flood Operations Branch
3310 El Camino Avenue, Suite 200
Sacramento, CA 95821

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Funding Recipient shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Funding Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

8. WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that the Project is not being implemented in accordance with the provisions of this Funding Agreement, or that Funding Recipient has failed in any other respect to comply with the provisions of this Funding Agreement, and if Funding Recipient does not remedy any such failure to State's satisfaction, State may withhold from Funding Recipient all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Funding Recipient and State notifies Funding Recipient of its decision not to release funds that have been withheld pursuant to Paragraph 9, the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Funding Recipient, as directed by State. State may consider Funding Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 9, "Default Provisions." If State notifies Funding Recipient of its decision to withhold the entire funding amount from Funding Recipient pursuant to this paragraph, this Funding Agreement shall terminate upon receipt of such notice by Funding Recipient and the State shall no longer be required to provide funds under this Funding Agreement and the Funding Agreement shall no longer be binding on either party.
9. DEFAULT PROVISIONS. Funding Recipient will be in default under this Funding Agreement if any of the following occur:
- A. Substantial breaches of this Funding Agreement, or any supplement or amendment to it, or any other agreement between Funding Recipient and State evidencing or securing Funding Recipient's obligations;
 - B. Making any false warranty, representation, or statement with respect to this Funding Agreement or the application filed to obtain this Funding Agreement;
 - C. Failure to operate or maintain project in accordance with this Funding Agreement.
 - D. Failure to make any remittance required by this Funding Agreement.
 - E. Failure to submit timely progress reports.
 - F. Failure to routinely invoice State.

Should an event of default occur, State shall provide a notice of default to the Funding Recipient and shall give Funding Recipient at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Funding Recipient. If the Funding Recipient fails to cure the default within the time prescribed by the State, State may do any of the following:

- A. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- B. Terminate any obligation to make future payments to Funding Recipient.
- C. Terminate the Funding Agreement.
- D. Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this Funding Agreement in the manner provided by law, Funding Recipient agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

10. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Funding Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. If requested, Funding Recipient shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.
- A. Quarterly Progress Reports: Funding Recipient shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be submitted to the State's Project Manager. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, Funding Recipient's activities, milestones achieved, any accomplishments, and any problems encountered in the performance of the work under this Funding Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the State no later than the first full quarter after the execution of the agreement with future reports then due on successive three-month increments based on the invoicing schedule and this date.
 - B. Project Completion Report: Funding Recipient shall prepare and submit to State a Project Completion Report for the Project included in Exhibit A. Funding Recipient shall submit the Project Completion Report within ninety (90) calendar days of Project completion. The Project Completion Report shall include, in part, a description of actual work done, any changes or amendments to each project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project.
11. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by State, Funding Recipient agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Funding Recipient or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Funding Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Funding Recipient to ensure operation and maintenance of the projects in accordance with this provision may, at the option of State, be considered a breach of this Funding Agreement and may be treated as default under Paragraph 9, "Default Provisions."

12. NOTIFICATION OF STATE. Funding Recipient shall promptly notify State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, schedule, or work performed under this Funding Agreement. Funding Recipient agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Funding Agreement and provide the opportunity for attendance and participation by State's representatives. Funding Recipient shall make such notification at least 14 calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Funding Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Funding Recipient agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Funding Recipient regarding the Project or that may affect the Project in any way.
13. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - D. By electronic means.
 - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
14. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Funding Agreement are as follows:
- | | |
|--|--|
| Department of Water Resources | City of Roseville |
| Elizabeth Bryson, Manager | Brian Walker, Senior Engineer |
| Flood Operations Section | 311 Vernon Street |
| 3310 El Camino Ave, Suite 200 | Roseville, CA 95678 |
| Sacramento, CA 95821 | (916) 746-1300, WalkerBrian@roseville.ca.us |
| (916) 574-1358, Elizabeth.Bryson@water.ca.gov | |
| Direct all inquiries to the Project Manager: | |
| Department of Water Resources | City of Roseville |
| Milen Karavan, Engineer | Brian Walker, Senior Engineer |
| 3310 El Camino Ave, Suite 249 | 311 Vernon Street |
| Sacramento, CA 95821 | Roseville, CA 95678 |
| (916) 574-2793, Milen.Karavan@water.ca.gov | (916) 746-1300, WalkerBrian@roseville.ca.us |

Either party may change its Project Representative or Project Manager upon written notice to the other party.

15. STANDARD PROVISIONS AND INTEGRATION. This Funding Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Funding Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Funding Recipient Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Monitoring and Maintenance Plan Components

Exhibit H – State Audit Document Requirements for Funding Recipients

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

CITY OF ROSEVILLE

Jeremy Hill, Manager
Hydrology and Flood Operations Branch

Dominick Casey
City Manager

Date_____

Date_____

Approved as to Legal Form and Sufficiency

Approved as to Legal Form and Sufficiency

For
Robin Brewer
Assistant General Counsel

Michelle Sheidenberger
City Attorney

Date_____

Date_____

Exhibit A – Work Plan**City of Roseville ALERT2 Flood Alert Network Update Project****Introduction**

The City of Roseville (City) and the Placer County Flood Control and Water Conservation District (Flood Control District, or “District”) are working collaboratively to update the communications system for the Flood Alert System precipitation and stream gauges within South Placer County, including Roseville.

The City of Roseville ALERT2 Flood Alert Network Update Project (Project) has the unique opportunity to complete a significant regional network of stream and precipitation data collection for the Dry Creek and Cross Canal Watersheds, which are significant tributaries to the Sacramento and American river systems. By converting the Flood Alert Systems in Placer County to the ALERT2 protocol, high-quality data for these watersheds will be consistently made available to the National Weather Service, the California Data Exchange Center, Sacramento County, and the rest of the region.

Implementation of this Project will enhance the flood warning systems maintained by the City and the Flood Control District, and allow our flood warning systems to communicate regionally with the recently updated flood warning system within Sacramento County.

Proposed Project***Task 0: Project Management***

This task includes budgeting for the coordination of project partners, interfacing with DWR staff, and preparation of quarterly reports and invoices.

Task 0 Deliverables

- a) Quarterly progress reports as described in Section 10 and Exhibit F of the Contract***
- b) Invoices as described in Section 7 of the Contract.***
- b) Final reports as described in Section 10 and Exhibit F of the Contract.***

Task 1: ALERT2 Base Station Equipment & Database

The Flood Alert Systems for the City and Flood Control District will require new base station equipment, which will consist of antennas, antenna towers, receiver/decoders, and database software, to record transmissions from the field sensors. The database software will display field sensor data within a web browser format that will be hosted by the City and/or Flood Control District. The web browser format will provide emergency services staff from the Flood Control District member agencies and the public access to the field sensor data.

Sub-task 1.1 - Procure and Install ALERT2 Base Station Equipment & Database Program, Roseville***Task 1.1 Deliverables***

a) Installation report including software screenshots and photos of installed equipment.

Sub-task 1.2 - Procure and Install ALERT2 Base Station Equipment & Database Program, Flood Control District

Task 1.2 Deliverables

a) Installation report including software screenshots and photos of installed equipment.

Task 2: ALERT2 Data Collection Network

This task includes the removal of up to eight (8) existing legacy ALERT transmitters (four transmitters operated by the City, and four transmitters operated by the Flood Control District) and replacing the equipment with new ALERT2 transmitters and GPS antennas at existing stream and/or precipitation gauge locations. The number of transmitter conversions may vary, depending upon proposals received for the work and limited by the Project budget.

Due to budget constraints, the City and the Flood Control District will prioritize the conversion of the transmitter located along Dry Creek at the Vernon Street Bridge. The data from this gauge is used regionally by the County of Sacramento, National Weather Service, and CA Department of Water Resources (DWR) to monitor conditions within the Dry Creek Watershed. Since this gauge is owned and operated by the City, this transmitter will be one of the City's four transmitter conversions.

The City and the Flood Control District will work cooperatively towards establishing the priority for converting the remaining transmitters, and obtain the advice of the Flood Control District's Technical Advisory Committee in establishing priorities. However, the final selection of the Flood Control District's transmitter conversion sites will be at the discretion of the District Manager, and the final selection of the City's transmitter conversion sites will be at the discretion of the City's Floodplain Management staff, with the exception of the Dry Creek/Vernon Street gauge transmitter.

Sub-task 2.1 - Procure and Install ALERT2 Data Collection Network, Roseville

Task 2.1 Deliverables

a) Installation report including specifications/cut sheets, and locations and photos of installed equipment.

Sub-task 2.2 - Procure and Install ALERT2 Data Collection Network, Flood Control District

Task 2.2 Deliverables

a) Installation report including specifications/cut sheets, and locations and photos of installed equipment.

Task 3: ALERT2 System Simulation & Training

This task includes two days (16 hours) of ALERT2 database training for City and Flood Control District staff, including members of the Technical Advisory Committee or their designees. This task also includes the development of a maintenance schedule for the new database software, and a list of tasks to be performed in the field.

Task 3 Deliverables

- a) List of training attendees*
- b) Copy of the training material*

Exhibit B – Budget

City of Roseville ALERT2 Flood Alert Network Update Project

Task	Task Description	Task Amount	Total Task Amount
0	Project Management	\$1,258.00	\$1,258.00
1	ALERT2 Base Station Equipment & Database		\$36,753.80
1.1	Procure and Install ALERT 2 Base Station – Roseville	\$18,376.90	
1.2	Procure and Install ALERT 2 Base Station – Flood Control District	\$18,376.90	
2	ALERT2 Data Collection Network		\$23,635.76
2.1	Replace existing ALERT transmitters with ALERT 2 - Roseville	\$11,817.88	
2.2	Replace existing ALERT transmitters with ALERT 2 – Flood Control District	\$11,817.88	
3	ALERT2 System Simulation & Training	\$3,500.00	\$3,500.00
Totals			\$65,147.56

Exhibit C – Schedule
City of Roseville ALERT2 Flood Alert Network Update Project

Project Schedule		2019/2020											
		Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar		
Task 0	Project Management												
Task 1	ALERT2 Base Station Equipment & Database												
1.1	Procurement and Installation - Roseville												
1.2	Procurement and Installation - PCWCFCD												
Task 2	ALERT2 Data Collection Network												
2.1	Procurement and Installation - Roseville												
2.2	Procurement and Installation - PCWCFCD												
Task 3	ALERT2 System Simulation and Training												

Note: Work for this project has been completed. This schedule shows dates for actual work performed.

Exhibit D
STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- A. **Separate Accounting of Funding Disbursements:** Funding Recipient shall account for the money disbursed pursuant to this Funding Agreement separately from all other Funding Recipient funds. Funding Recipient shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Funding Recipient shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Funding Recipient shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Funding Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** Funding Recipient shall remit to State any unexpended funds that were disbursed to Funding Recipient under this Funding Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Funding Recipient of funds or, within thirty (30) calendar days of the expiration of the Funding Agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Funding Recipient shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Funding Recipient's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Safe Drinking Water, Water Quality & Supply, Flood Control, River & Coastal Bond Act of 2006 and through an agreement with the State Department of Water Resources." The Funding Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. AMENDMENT: This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Funding Recipient for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Funding Agreement, Funding Recipient assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Funding Recipient to conduct a final audit to State's specifications, at Funding Recipient's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may elect to pursue any remedies provided in Paragraph 9 or take any other action it deems necessary to protect its interests.

Pursuant to Government Code section 8546.7, the Funding Recipient shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement

with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of Funding Recipient or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

- D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Funding Recipient or to furnish any other considerations under this Funding Agreement and Funding Recipient shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Funding Recipient with a right of priority for payment over any other Funding Recipient. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to State, or offer a Funding Agreement amendment to Funding Recipient to reflect the reduced amount.
- D.7. CALIFORNIA CONSERVATION CORPS: Funding Recipient may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. CEQA: Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Funding Recipient is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 9.

Applicants seeking Proposition 84 funding should note that Public Resources Code section 75102 requires lead agencies to notify tribal entities prior to adoption of Negative Declarations or Environmental Impact Reports (EIRs) if traditional tribal lands are within the area of the Project.

- D.9. CHILD SUPPORT COMPLIANCE ACT: The Funding Recipient acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Funding Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Funding Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. CLAIMS DISPUTE: Any claim that the Funding Recipient may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Funding Recipient's knowledge of the claim. State and Funding Recipient shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.11. COMPETITIVE BIDDING AND PROCUREMENTS: Funding Recipient's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing and shall comply with all applicable laws and regulations

regarding the securing of competitive bids and undertaking competitive negotiations. If the Funding Recipient does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/State-Contracting-Manual>.

- D.12. COMPUTER SOFTWARE: Funding Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. Employees of the Funding Recipient: Employees of the Funding Recipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. Employees and Consultants to the Funding Recipient: Individuals working on behalf of a Funding Recipient may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. DELIVERY OF INFORMATION, REPORTS, AND DATA: Funding Recipient agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.15. DISPOSITION OF EQUIPMENT: Funding Recipient shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Funding Recipient with a list of the items on the inventory that State will take title to. All other items shall become the property of Funding Recipient. State shall arrange for delivery from Funding Recipient of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.16. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Funding Agreement, Funding Recipient, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying

actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.

- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Funding Recipient's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:
 - i. Will receive a copy of Funding Recipient's drug-free policy statement, and
 - ii. Will agree to abide by terms of Funding Recipient's condition of employment, contract or subcontract.

D.17. REMAINING BALANCE: In the event the Funding Recipient does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Funding Recipient stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.

D.18. FUNDING RECIPIENT'S RESPONSIBILITIES: Funding Recipient and its representatives shall:

- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).
- B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for funding.
- C. Comply with all applicable California, federal, and local laws and regulations.
- D. Implement the Project in accordance with applicable provisions of the law.
- E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
- F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Funding Recipient shall provide copies of permits and approvals to State.
- G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Funding Recipient under this Agreement.
- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Funding Recipient shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Funding Recipient and any other entity concerning responsibility for performance of work.

D.19. GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

- D.20. **INCOME RESTRICTIONS:** The Funding Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Funding Recipient under this Agreement shall be paid by the Funding Recipient to the State, to the extent that they are properly allocable to costs for which the Funding Recipient has been reimbursed by the State under this Agreement. The Funding Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.21. **INDEMNIFICATION:** Funding Recipient shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Funding Recipient shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.22. **INDEPENDENT CAPACITY:** Funding Recipient, and the agents and employees of Funding Recipients, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.23. **INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Funding Recipient or take any other action it deems necessary to protect its interests.
- D.24. **INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Funding Agreement. This right shall extend to any subcontracts, and Funding Recipient shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.
- D.25. **LABOR CODE COMPLIANCE:** The Funding Recipient agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Funding Recipient certifies that it has a Labor Compliance Program (LCP) in place or has contracted with a third party that has been approved by the Director of DIR to operate an LCP. The Funding Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Funding Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.26. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibit A which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.27. **NONDISCRIMINATION:** During the performance of this Funding Agreement, Funding Recipient and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry,

religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Funding Recipient and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Funding Recipient and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Funding Recipient and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Funding Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.

- D.28. OPINIONS AND DETERMINATIONS: Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, 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.
- D.29. PERFORMANCE BOND: Where contractors are used, the Funding Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Funding Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.30. PRIORITY HIRING CONSIDERATIONS: If this Funding Agreement includes services in excess of \$200,000, the Funding Recipient shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.31. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Funding Recipient shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Funding Recipient's service of water, without prior permission of State. Funding Recipient shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Funding Recipient meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.32. PROJECT ACCESS: The Funding Recipient shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.33. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.34. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Funding Recipient for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Funding Recipient will be promptly disbursed to the Funding Recipient, without interest, upon completion of the Project.
- D.35. RIGHTS IN DATA: Funding Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Funding Recipient may disclose, disseminate and use in whole or in part,

any final form data and information received, collected and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Funding Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

- D.36. RUSSIA SANCTIONS EXECUTIVE ORDER: On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Funding Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Funding Recipient advance written notice of such termination, allowing the Funding Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
- D.37. SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.
- D.38. SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Funding Recipient, its contractors, or subcontractors have made a false certification, or
 - B. Funding Recipient, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.
- D.39. SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Funding Recipient shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.40. TERMINATION BY FUNDING RECIPIENT: Subject to State approval which may be reasonably withheld, Funding Recipient may terminate this Agreement and be relieved of contractual obligations. In doing so, Funding Recipient must provide a reason(s) for termination. Funding Recipient must submit all progress reports summarizing accomplishments up until termination date.
- D.41. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 9, the State may terminate this Funding Agreement and be relieved of any payments should Funding Recipient fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 9.
- D.42. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Funding Recipient shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.43. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.44. TIMELINESS: Time is of the essence in this Funding Agreement.
- D.45. TRAVEL: Travel includes the reasonable and necessary costs of transportation costs incurred by personnel during the term of this Funding Agreement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amount that is current as of the date costs are incurred. No travel shall be reimbursed unless prior written authorization is obtained from the State.

- D.46. UNION ORGANIZING: Funding Recipient, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Funding Recipient, by signing this Funding Agreement, hereby certifies that:
- A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
 - B. Funding Recipient shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.
 - C. Funding Recipient shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If Funding Recipient makes expenditures to assist, promote, or deter union organizing, Funding Recipient will maintain records sufficient to show that no State funds were used for those expenditures and that Funding Recipient shall provide those records to the Attorney General upon request.
- D.47. VENUE: The State and the Funding Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Funding Recipient hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.48. WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

Exhibit E

Funding Recipient Resolution

RESOLUTION NO. 15-34

**APPROVING THE APPLICATION FOR STATE GRANT FUNDS TO THE
DEPARTMENT OF WATER RESOURCES FOR FLOOD
EMERGENCY RESPONSE PROJECTS**

WHEREAS, the Department of Water Resources (DWR) is soliciting grant proposals for projects that improve flood emergency preparedness and response; and

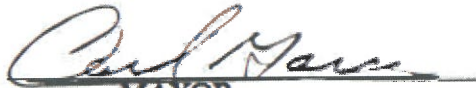
WHEREAS, the current communications system for the City's and the District's Flood Alert System, Automated Local Evaluation in Real Time (ALERT) was developed by the National Weather Services in the 1970's; and

WHEREAS, the City of Roseville will be working collaboratively with the Placer County Flood Control and Water Conservation District to seek funding to update ALERT;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville hereby authorizes the City Manager to sign the grant application on behalf of the City.

PASSED AND ADOPTED by the Council of the City of Roseville this 4th day of February, 2015, by the following vote on roll call:

AYES	COUNCILMEMBERS:	Gore, Rohan, Herman, Roccucci, Garcia
NOES	COUNCILMEMBERS:	None
ABSENT	COUNCILMEMBERS:	None


MAYOR

ATTEST:


City Clerk

Exhibit F
REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

1. PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information.

PROJECT STATUS

For each project, describe the work performed during the time period covered by the report including but not limited to:

PROJECT INFORMATION

- Legal matters
- Engineering Evaluations
- Environmental matters
- Status of permits, easements, rights-of-way, rights of entry and approvals as may be required by other State, federal, and/or local agencies
- Major accomplishments during the quarter (i.e. tasks completed, milestones met, meetings held or attended, press releases, etc.)
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter
- Describe differences between the work performed and the work outlined in the Overall Work Plan, including change orders
- Estimate the percentage completion of the overall project
- Identify key issues that need to be resolved
- Photos documenting progress

COST INFORMATION

- Provide a list showing all project costs incurred during the time period covered by the report by the Funding Recipient and each contractor working on the project and which of these costs are Eligible Project Costs
- A discussion on how the actual budget is progressing in comparison to the project budget included in the Overall Work Plan
- A list of any changes approved to the budget in accordance with Funding Agreement and a revised budget, by task, if changed from latest budget in the Overall Work Plan

SCHEDULE INFORMATION

- A schedule showing actual progress verses planned progress
- A discussion on how the actual schedule is progressing in comparison to the original or last reported schedule
- A list of any changes approved to the Schedule in accordance with Funding Agreement and a revised schedule, by task, if changed from latest reported schedule

2. PROJECT COMPLETION REPORT

Project Completion Reports shall generally use the following format.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Funding Agreement

REPORTS AND/OR PRODUCTS – The following items should be provided

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- Self-Certification that the Project meets the stated goal of the funding agreement (e.g. Water Code 9650)
- Project photos (if applicable)
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.
 - Evaluation cost information, shown by material, equipment, labor costs, and any change orders
 - Any other incurred cost detail
 - A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed; and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

Exhibit G**MONITORING AND MAINTENANCE PLAN COMPONENTS**

The City of Roseville (City) and the Placer County Flood Control and Water Conservation District (District) currently owns, operates, and maintains separate Flood Alert Systems. While each Flood Alert System is separately funded and maintained, the City and District routinely share stream measurement data, and serve as backup systems for each other.

The City's Flood Alert System has been in continuous operation for the past thirty-four years, and funding for its current operation is included within the Public Works Department – Engineering Division Operations Budget.

The District's Flood Alert System has been in continuous operation for a similar amount of time, and funding for its current operation is included within the Placer County Flood Control and Water Conservation District Budget.

The Department of Water Resources is not responsible for the funding or execution of any scheduled maintenance or emergency repair activities related to equipment or products purchased under this grant.

1. Resources & Procedure for Maintenance Plan**a. Resources:**

The City of Roseville Public Works Department – Engineering Division has a Senior Civil Engineer and Assistant Engineer allocated as full-time staff for the purposes of Floodplain Management and Flood Alert System maintenance. Floodplain Management and Flood Alert System staff will serve as the primary staff assigned to maintain the City of Roseville Flood Alert System database and transmitters installed under this grant.

The Placer County Flood Control and Water Conservation District has a District Manager and Development Review Coordinator allocated as full-time staff for the purposes of Flood Alert System maintenance. District staff will be the primary staff assigned to maintain the Placer County Flood Control and Water Conservation District Flood Alert System database and transmitters installed under this grant.

b. Procedures:

Written maintenance procedures for the base station hardware, software, and transmitters are project deliverables and will be used by City and District staff to maintain the equipment and software procured under their respective tasks.

2. Funding

a. Funding for maintenance of the base station equipment, data collection software, new stream gauges, and ALERT 2 transmitters will be included within the City's and Flood Control District's respective budgets.

Exhibit H**STATE AUDIT DOCUMENT REQUIREMENTS FOR FUNDING RECIPIENTS**

The following provides a list of documents typically required by State Auditors and general guidelines for Funding Recipients. List of documents pertains to both State funding and Funding Recipient's Funding Match and details the documents/records that State Auditors would need to review in the event of this Funding Agreement is audited. Funding Recipients should ensure that such records are maintained for each funded project.

State Audit Document RequirementsInternal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Funding Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Funding Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Funding Agreement budget line items.
3. Reimbursement requests submitted to the State for the Funding Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Funding Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Funding Agreement related correspondence.



COUNCIL COMMUNICATION

CC #: 2804

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: 6/21/2023

Item #: 7.12.

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 JB Company Management, LP in the amount of \$200,000, 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. It was determined the project needed to acquire property rights from four property owners. 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.

The property acquisition included in this action is from JB Company Management, LP and consists of approximately 6,682 square feet of Right of Way and 12,021 square feet of Slope and Drainage easement for a purchase amount of \$200,000. This is the final property acquisition

needed for the project.

Bidding for the Roseville Parkway Extension project has already begun. Construction is anticipated to begin in late 2023 and be completed by early 2025.

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

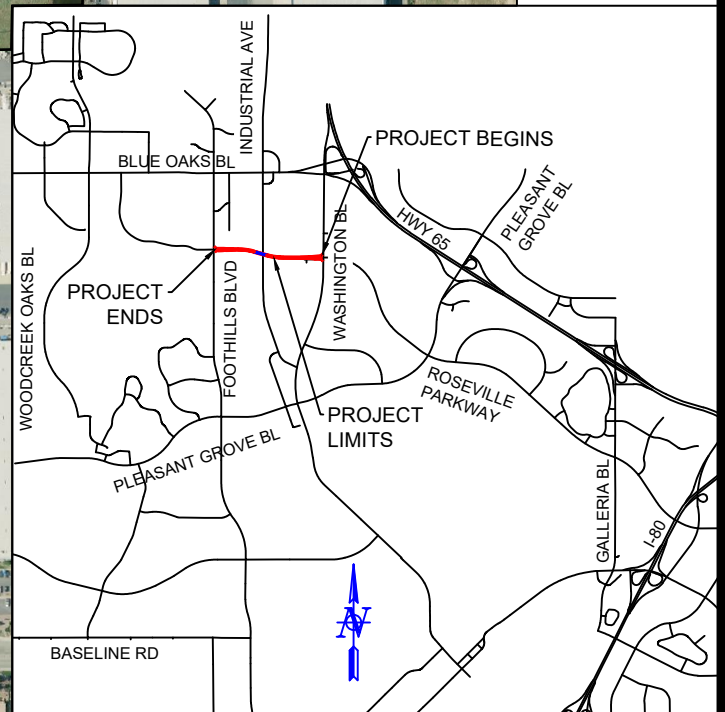
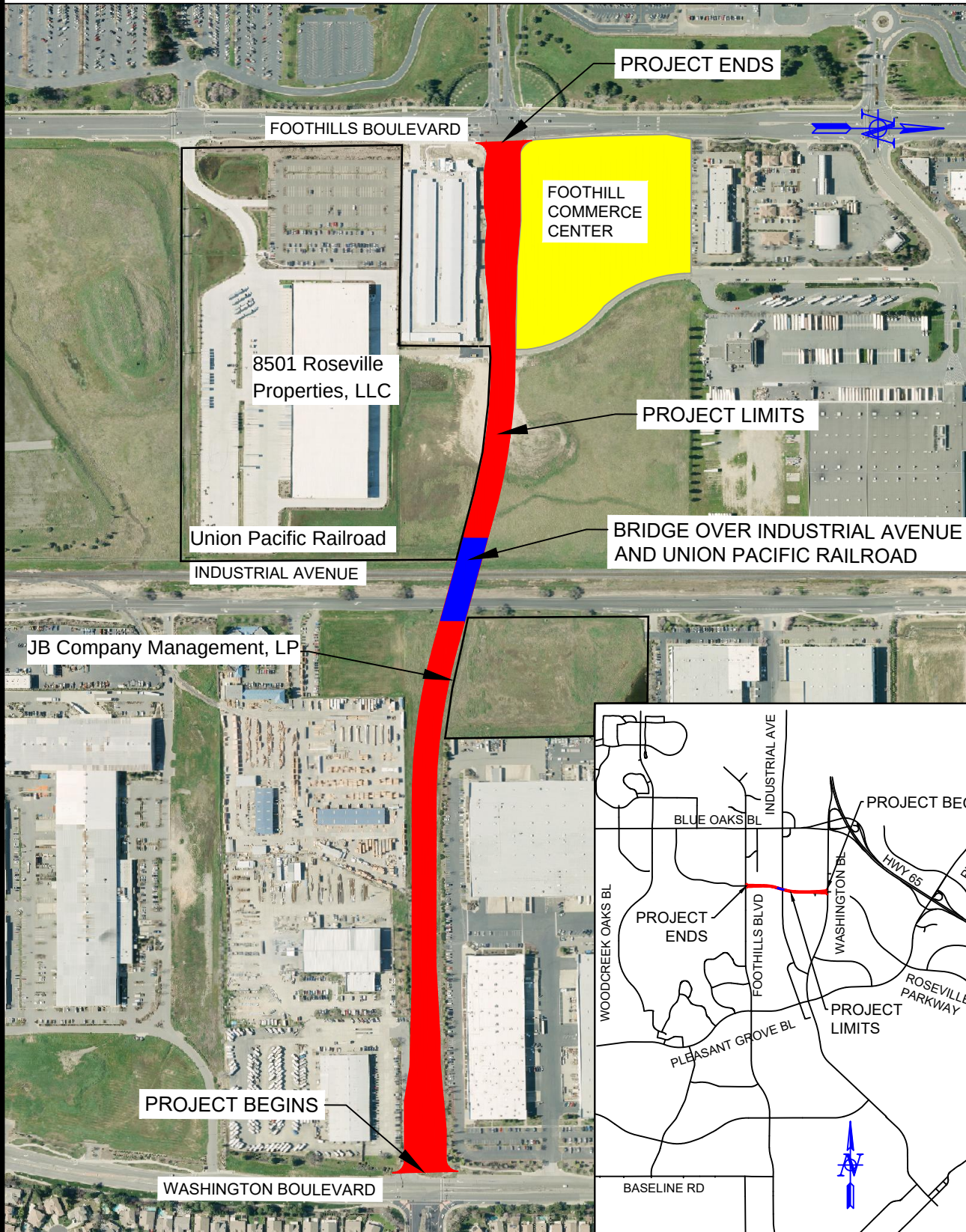
Project Location Map

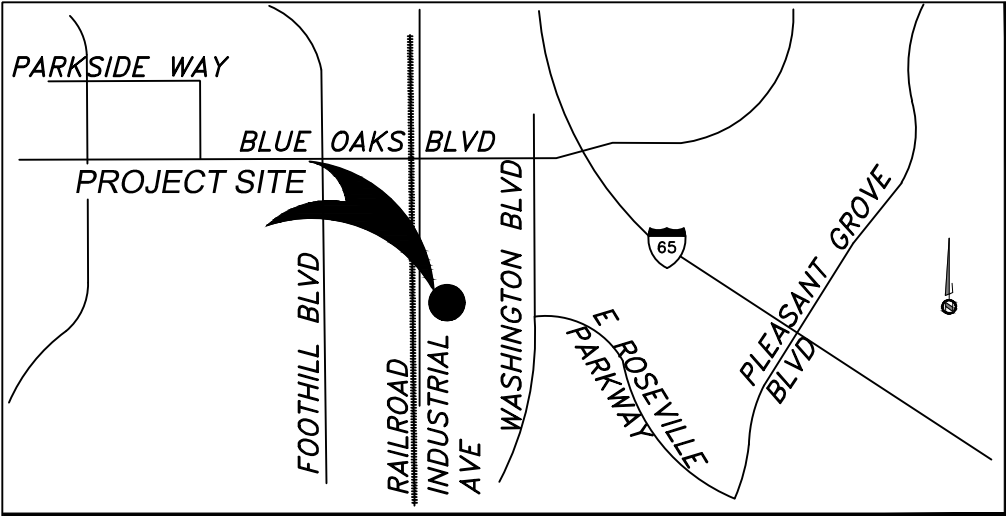
Acquisition Area

Resolution 23-283

JB Company Management - Real Property Sale Agreement

EXHIBIT A PROJECT AREA MAP

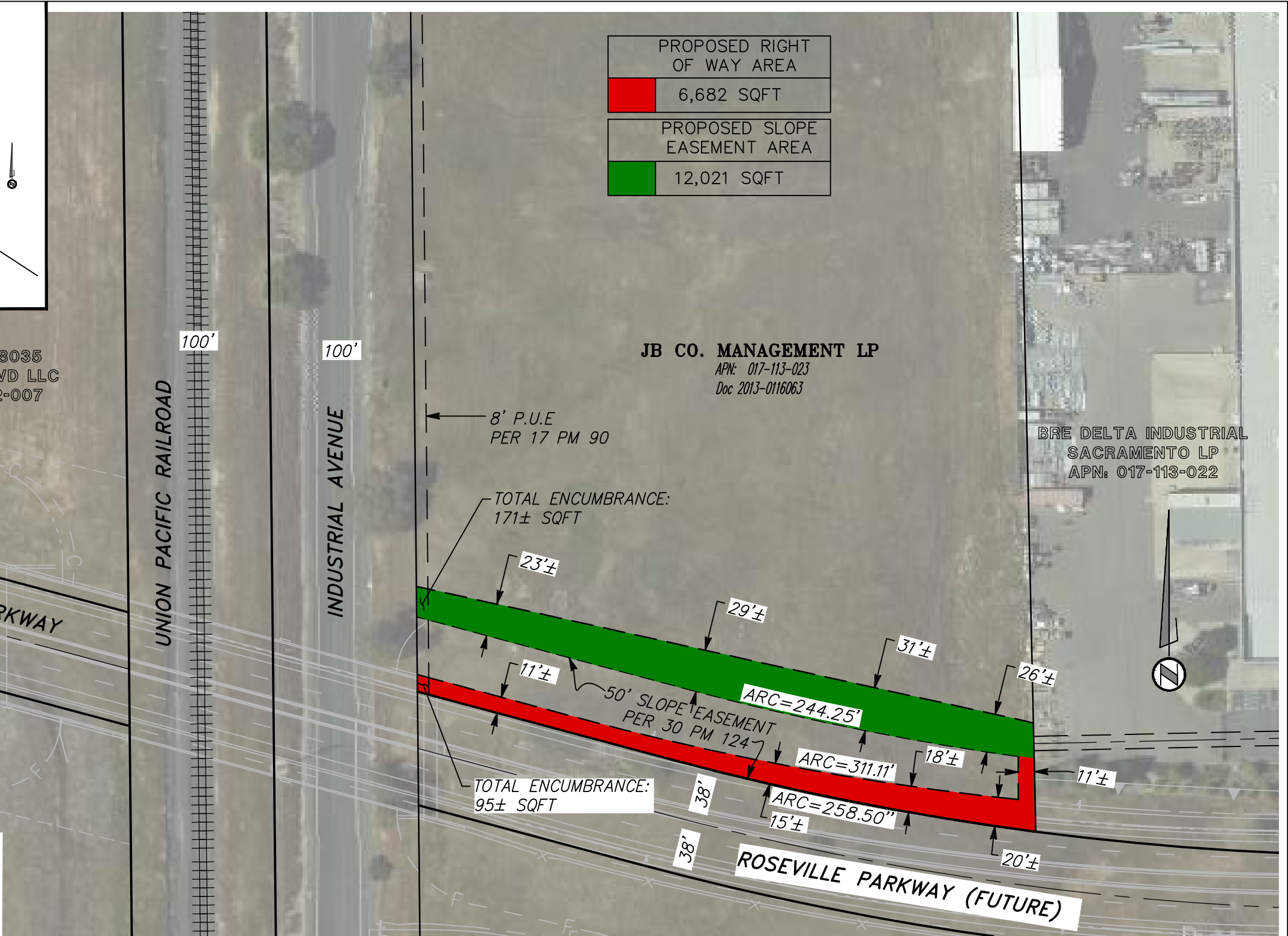
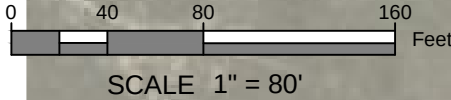




VICINITY MAP
NOT TO SCALE

CLEARVIEW 8035
FOOTHILLS BLVD LLC
APN: 017-232-007

8501 ROSEVILLE
PROPERTIES, LLC
APN: 017-232-010



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

RESOLUTION NO. 23-283

APPROVING AN AGREEMENT FOR SALE OF REAL PROPERTY, BY AND BETWEEN
THE CITY OF ROSEVILLE AND JB COMPANY MANAGEMENT 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 a portion of property consisting of approximately 6,682 square feet of Right of Way and 12,021 square feet of Slope and Drainage easement (APN No. 017-113-023) in Roseville, CA, by and between the City of Roseville and JB Company Management 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, 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"),

WITNESSETH:

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 ***Two Hundred Thousand Dollars (\$200,000.00)*** ("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 7 and 8 of Fidelity National Title Company Preliminary Title Report number 01004124-010-PA, dated June 29, 2020 and amended May 27, 2021 and February 24, 2023. 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. 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. Intentionally Deleted.

19. Removal of Deferred Improvement Agreements by CITY. Prior to the Close of Escrow, CITY shall remove Exception Items 7 and 8 of the Fidelity National Title Company Preliminary Title Report No.: 01004124-010-PA-KD dated June 29, 2020 and amended May 27, 2021 and February 24, 2023, so that such Deferred Improvement Agreements are no longer on title and the Property will no longer be burdened by the Deferred Improvement Agreements.

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 and amended May 27, 2021 and February 24, 2023, 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. Intentionally Deleted.

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: GEB GP, Inc., a California corporation
ITS: General Partner

BY: _____
DOMINICK CASEY
City Manager

BY: _____
Gary Benvenuti, President

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

RECOMMENDED FOR APPROVAL:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

DocuSigned by:

James Staudinger

E501A961EEBE4F3

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

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

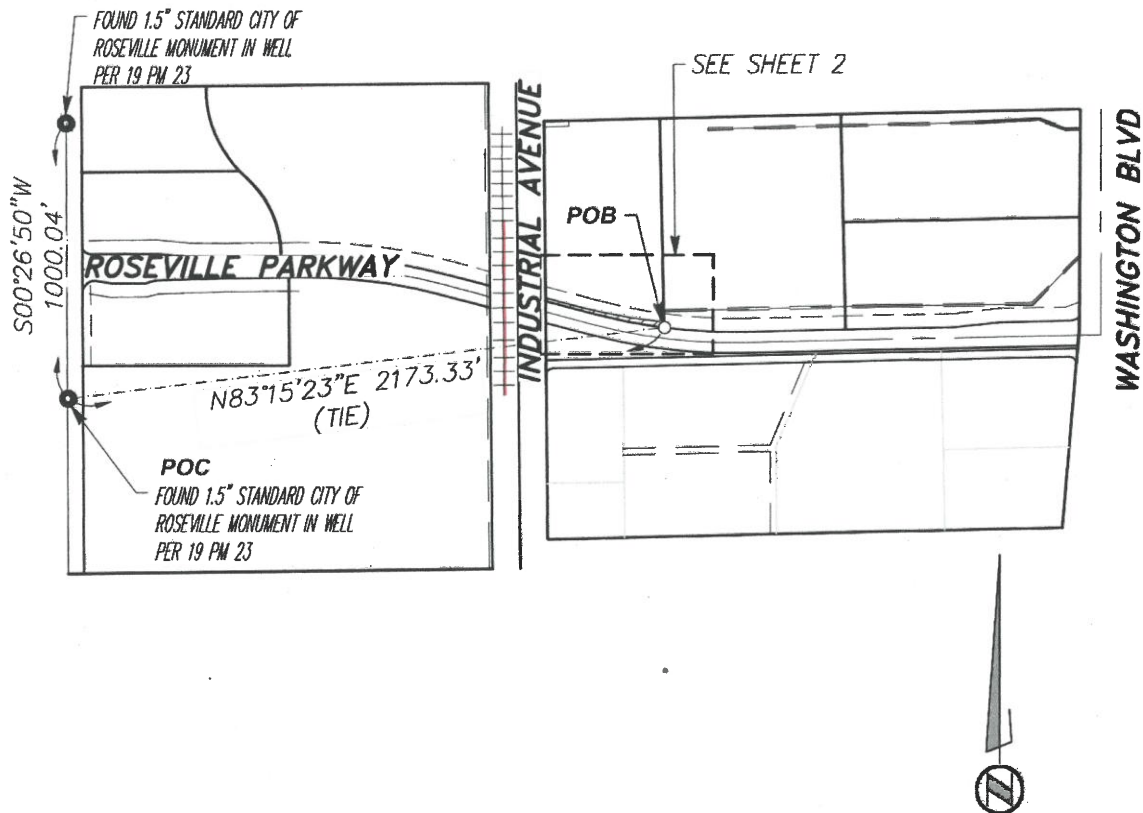
05/20/2021

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

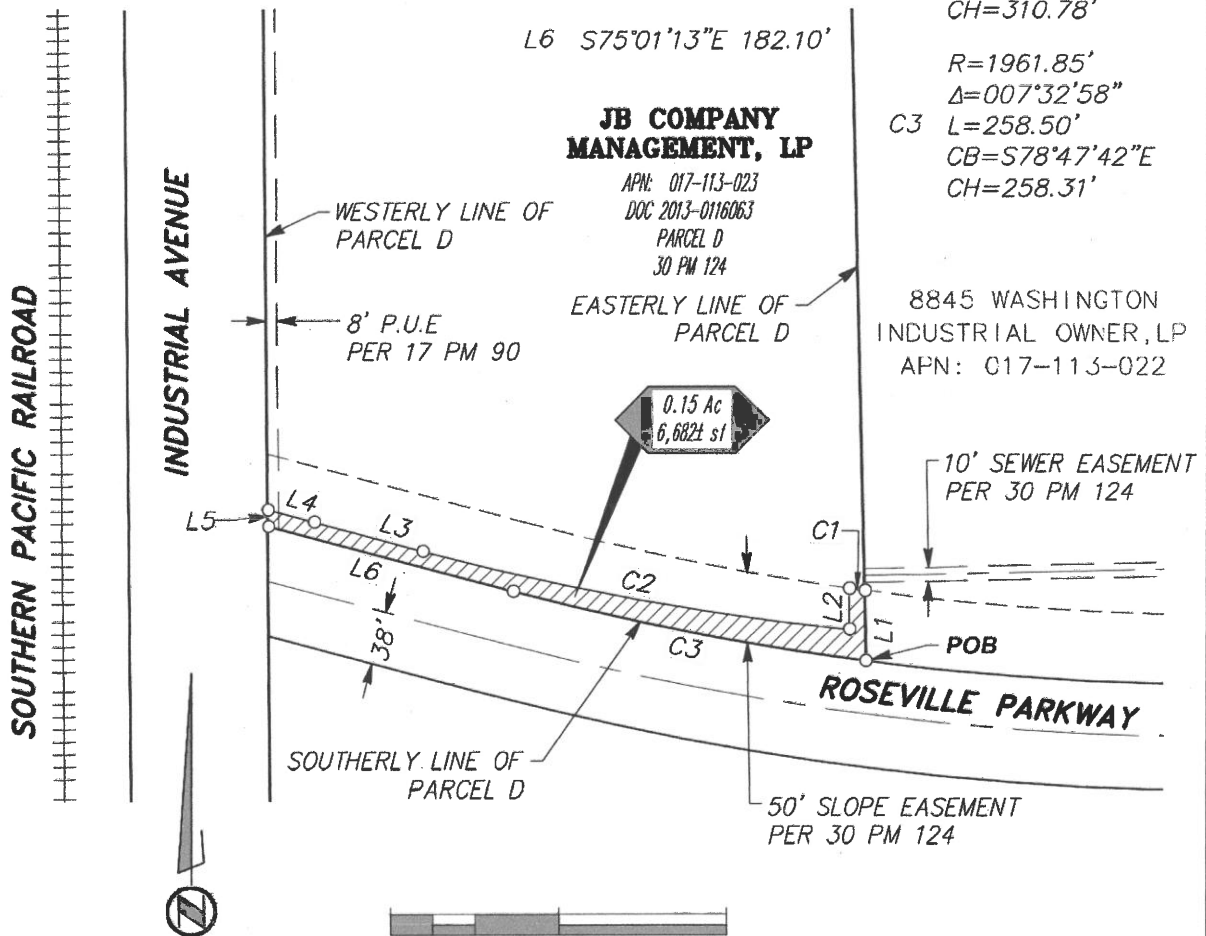
L1 N01°16'43"W 50.60'
 L2 S00°00'00"E 29.83'
 L3 N74°52'39"W 81.11'
 L4 N74°55'23"W 34.56'
 L5 S00°34'41"E 11.88'
 L6 S75°01'13"E 182.10'

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



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

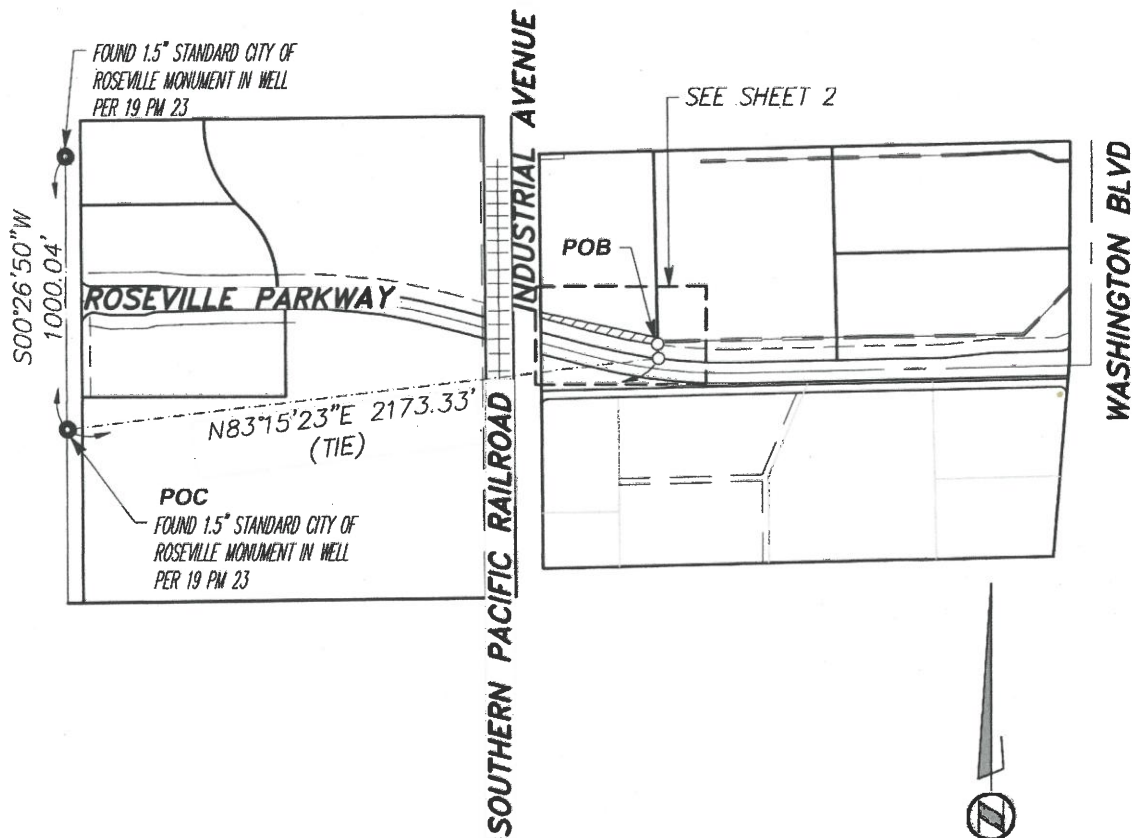
05/20/2021

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

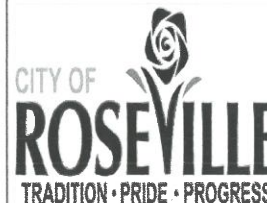


Exhibit "B-2"
Drainage and Slope Easement Plat Map
 2 of 2

LEGEND

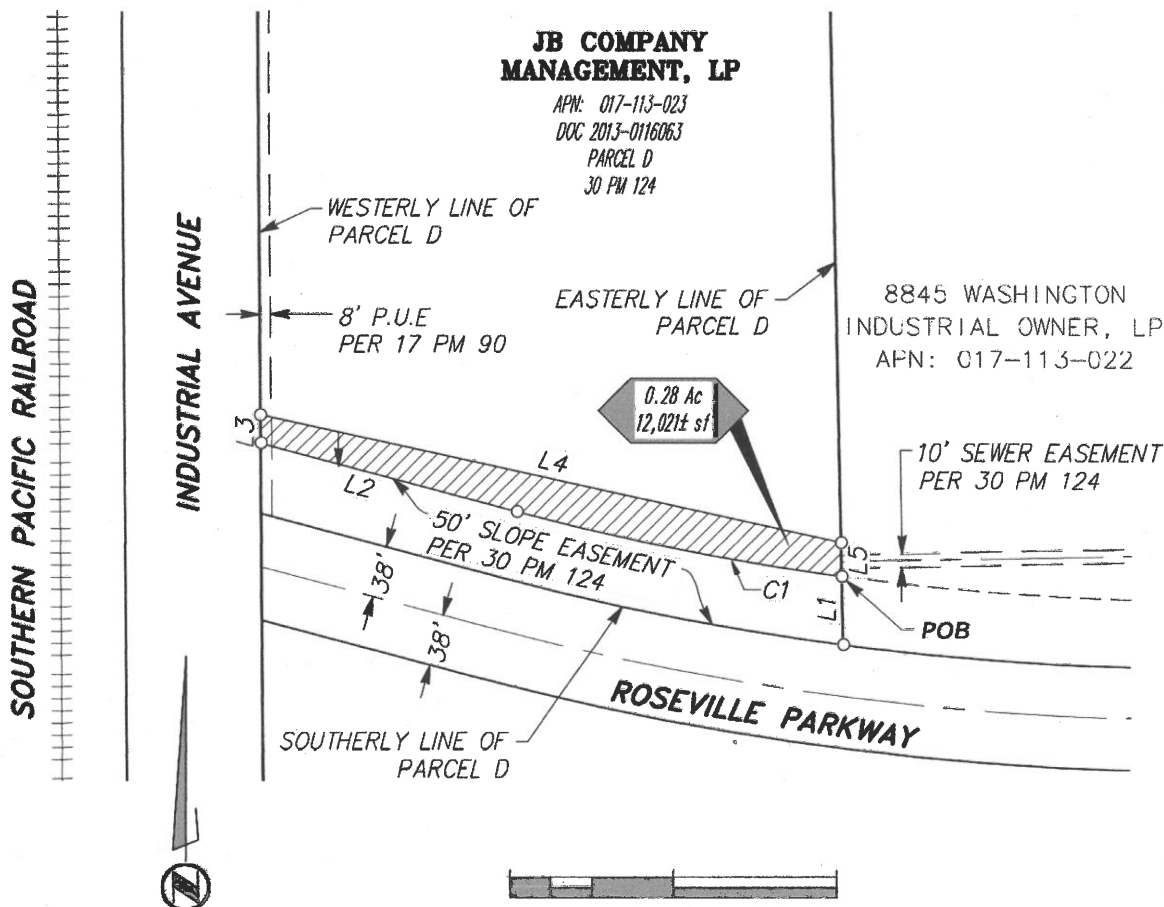
POC POINT OF COMMENCEMENT
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 PM PARCEL MAP
 CB CHORD BEARING
 CH CHORD DISTANCE
 ● FOUND MONUMENT AS NOTED
 ○ DIMENSION POINT
 ▨ EASEMENT TO BE TRANSFERRED
 SEE SHEET 1 FOR BASIS OF BEARINGS

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 \$200,000.00.

- X Enclosed is a warrant in the sum of \$200,000.00.
- 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 \$200,000.00 (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 and amended May 27, 2021 and February 24, 2023.

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:

Jesse Khatkar
Public Works – Engineering
City of Roseville
311 Vernon Street
Roseville, CA 95678

INSTRUCTIONS FROM SELLER: Prior to the Close of Escrow, remove Exception Items 7 and 8 of your Fidelity National Title Company Preliminary Title Report No.: 01004124-010-PA-KD dated June 29, 2020 and amended May 27, 2021 and February 24, 2023, so that such Deferred Improvement Agreements are no longer on title and APN 017-113-023 will no longer be burdened by the Deferred Improvement Agreements. 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 \$200,000.00, 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

GRANTEE:

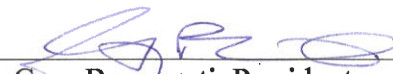
**CITY OF ROSEVILLE, a municipal
Corporation**

BY: _____
DOMINICK CASEY
City Manager

GRANTOR:

**JB COMPANY MANAGEMENT LP,
a California limited partnership**

BY: GEB GP, Inc., a California corporation
ITS: General Partner

BY:  _____
Gary Benvenuti, President



COUNCIL COMMUNICATION

CC #: 2799
File #: 1006-01

Title: Maya Bowhunters Archery Club - Lease Agreement
Contact: Michelle White 916-774-5774 mjwhite@roseville.ca.us

Meeting Date: 6/21/2023
Item #: 7.13.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution approving the Lease Agreement with Maya Bowhunters of Roseville, Inc., and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

The Maya Bowhunter Archery Club has leased a portion of the closed City of Roseville Sanitary Landfill since 1980. The Club uses the property for archery practice and tournaments. The attached lease agreement is for a year-to-year term and is in the amount of \$2,445.55 per year with an annual inflationary adjustment of two percent for each subsequent year paid to the City by Maya Bowhunters Archery Club.

FISCAL IMPACT

The fiscal impact from this lease will be revenue of \$2,445.55 per year in the Waste Services Operations Fund, with an annual inflationary adjustment of two percent for each subsequent year, paid to the City by Maya Bowhunter's Archery Club.

ENVIRONMENTAL REVIEW

The proposed project involves the leasing 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. No additional environment review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Michelle White, Environmental Utilities Compliance Administrator

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-280

Maya Bowhunter Lease Agreement Final

CEQA Exemption

RESOLUTION NO. 23-280

APPROVING A LEASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE
AND MAYA BOWHUNTERS OF ROSEVILLE, INC., AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Lease Agreement for a portion of the closed City of Roseville Sanitary
Landfill, by and between the City of Roseville and Maya Bowhunters of Roseville, Inc., has been
reviewed by the Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

LEASE AGREEMENT

(Maya Bowhunters)

This Lease Agreement (“Agreement”) is made and entered into on this ____ day of _____, 2023, by and between City of Roseville, a municipal corporation (“LESSOR”), and Maya Bowhunters of Roseville, Inc., a California non-profit corporation (“LESSEE”); and

WITNESSETH:

WHEREAS, LESSOR owns certain real property depicted in Exhibit “A”, attached hereto and incorporated herein by this reference, which is no longer required for active sanitary landfill purposes; and

WHEREAS, portions of such City-owned property are designated in Exhibit “A” as Lease Area 1A and Lease Area 1B and such lease areas may be collectively referred to herein as the “Subject Property”; and

WHEREAS, LESSEE desires to develop and maintain certain temporary public recreational uses on the Subject Property; and

WHEREAS, the parties have previously entered into leases for portions of the landfill property dated February 6, 1980, December 4, 1985, March 9, 1989, March 17, 1993, November 6, 1996, February 5, 2002, January 19, 2005, May 7, 2008, March 7, 2012 and June 21, 2017; and

NOW, THEREFORE, the parties agree as follows:

1. Subject Property. With regard to the Subject Property, Lease Area 1A presently contains the clubhouse area, practice range, and archery range. LESSEE is hereby authorized to use Lease Area 1A at all times. Lease Area 1B may only be used during identified training sessions and special events and is subject to prior approval by LESSOR as provided in Sections 15 and 16 of this Lease. LESSEE hereby acknowledges and is aware that a public bike trail runs through and nearby the Subject Property, as depicted on Exhibit "A". Use of the Subject Property is hereby deemed exclusive of any City-owned public improvements (e.g., Roseville Parkway). LESSOR shall not install any additional improvements or structures within the Subject Property, except as may be approved by City in its sole discretion.

2. Term. The term of this Agreement shall be for one (1) year commencing upon execution. Provided that LESSEE is not in default in the performance of this Agreement, this Agreement shall automatically renew on an annual basis for a one (1) year term commencing at the expiration of the prior Agreement term, unless either party provides written notice to not renew this Agreement at least sixty (60) days before the expiration of the current Agreement term. All of the terms and conditions of this Agreement shall apply during each renewal term.

3. Rent. LESSEE agrees to pay LESSOR the sum of two thousand, three hundred ninety-seven dollars and sixty-nine cents (\$2,397.69) annually (rent), with an annual inflationary adjustment/increase to the rent of 2% for each subsequent year, and with the first rental payment due and payable upon full execution of this Lease, no later than July 1, 2023.

4. Use of Subject Property. The Subject Property is leased to LESSEE for the sole purpose of developing and maintaining public recreational use of the Subject Property as an archery range. LESSEE shall not use or permit the use of the Subject Property, or any part

thereof, for any other purpose. LESSEE shall not store or permit the storage of toxic or hazardous chemicals within the Subject Property.

5. Access to Subject Property. Ingress and egress to the Subject Property shall be over the landfill access road from its intersection with Galleria Boulevard. Access to the landfill access road shall be controlled by a locked gate, for which LESSOR and LESSEE shall have identical keys. LESSEE shall exercise reasonable control over access through the gate by members of the public so as to limit safety hazards in the use of the Subject Property.

6. Location of Targets. The location of the targets shall be as set forth in Exhibit "A". LESSEE may not relocate any targets without the prior written consent of LESSOR.

7. Signage. No Trespassing signs will be posted or erected per State of California Penal Code Section 602(k). LESSEE will be responsible for maintaining the signage provided by LESSOR. At LESSOR's option, a barrier or fence in respect to Roseville Parkway may be installed to prevent pedestrian or vehicular traffic on the property at the expense of LESSEE. Placement of said barrier or fence will to be determined and coordinated by LESSOR.

LESSEE shall post and maintain at all times signage at each target informing of the existence of the nearby bike trail, as directed by the City's Public Works Director or his/her designee.

8. Hours of Operation. The Subject Property shall be closed for use as an archery range from sunset until sunrise except that LESSEE may hold one annual night shooting event each year provided that LESSEE complies with the notification requirements and bike trail closure requirements set forth in Section 15 of this Lease. This section does not prohibit LESSEE from using the clubhouse after sunset.

9. Alcohol Prohibited. No person shall consume any alcoholic beverage on the Subject Property. Notwithstanding Section 29 below, a violation of this provision by a member of LESSEE shall be grounds for immediate termination of this Lease at LESSOR's option.

10. Operation of the Range. LESSEE shall furnish all labor, equipment and expenses for the operation and maintenance of the archery range.

11. Safety Manual. During the duration of this Lease, LESSEE shall maintain in full force and effect a Safety Manual, a copy of which is set forth in Exhibit "B", which Exhibit is attached hereto and incorporated herein by reference. Any amendments to the Safety Manual require the prior written consent of LESSOR.

12. Meetings. During the duration of this Lease, LESSEE and LESSOR shall meet as necessary to discuss the status of the operation of the archery range, including any safety issues and any issues associated with the public bike trail.

13. Improvements. LESSEE shall not erect or construct paved areas or any other improvements or structures upon the Subject Property without LESSOR's prior written approval. Existing improvements and structures, described in Exhibit "A" may remain on the property during the term of the lease, provided, however that LESSOR may require LESSEE to permanently or temporarily remove any improvements or structures, at LESSEE's sole cost and expense, if such improvement or structure conflicts in any way with any City project, program or activity. LESSOR shall provide LESSEE with at least sixty (60) days prior written notice of such required removal or relocation.

14. Sanitary Facilities. LESSEE shall maintain the restroom facilities described in Exhibit "A."

15. Special Events. No less than thirty (30) days prior to LESSEE hosting the Around the World event, the Stickbow Classic, and any other special event, LESSEE shall request permission from the City's Public Works Director or his/her designee. If the LESSOR approves of the special event, LESSOR shall close the public bike trail on the Subject Property during the event, as required by the City. LESSEE shall be responsible for reimbursing LESSOR for the staff time incurred in closing the bike trail in the amount of one hundred and fifty dollars (\$150). LESSEE shall also be responsible for monitoring the bike trail during the special event. If the special event requires trail closure, at a minimum, this monitoring shall consist of posting one person at each location where the bike trail has been closed.

During the special event, LESSEE will be allowed to use Lease Area 1B of the Subject Property.

16. Training Session. LESSEE is permitted to use Lease Area 1B once a week for a consecutive twelve (12) week training session each year. Prior to conducting such training session, LESSEE shall do the following: (1) notify LESSOR of the dates and times the training session will be conducted; (2) post signage for the duration of the training session at the bike trail, per the direction of the City's Public Works Director or his/her designee; (3) provide training session participants range safety training, a copy of the Maya safety manual and notification that the bike trail shall remain open to the public during the training session; and (4) obtain training session participants' written confirmation that they attended the training session, received a copy of the Maya safety manual, and are aware that the bike trail is open to the public during the training session. During the training session, LESSEE shall be required to do the following: (1) set up and remove target course markers in Lease Area 1B on a daily basis; and

(2) the range president or range manager shall be present during each training session. During the training session, the bike trail shall not be closed to the public.

17. Use of Other Areas. If LESSEE desires to use any area other than Lease Area 1A and 1B, LESSEE shall request permission from the City's Public Works Director or his/her designee no less than thirty (30) days prior to the desired use. CITY shall act on LESSEE's request no later than fifteen (15) days prior to the desired use. Any such authorized use shall be approved by means of a "Permission to Enter City Property" agreement.

18. Oak Trees. LESSEE shall fully comply with the City's Oak Tree Preservation Ordinance, Roseville Municipal Code Chapter 19.66.

19. Compliance with Laws. No use of the Subject Property shall be made or permitted which is in any manner contrary to the statutes, ordinances, regulations, and other requirements of law in effect during the term that regulate the use of the Subject Property.

20. Nuisances Prohibited. LESSEE shall not commit or permit to be committed any waste on or of the Subject Property, and LESSEE shall not do or permit to be done any act in or about the Subject Property which shall be a nuisance or which may endanger the Subject Property or adjoining properties.

21. Removal of Property. Upon termination of this Lease, LESSEE shall remove all its buildings, property and materials from the Subject Property and return it to the condition it was in prior to LESSEE's use of the Subject Property within sixty (60) days of termination.

22. Assignment. LESSEE shall not assign this Lease or any interest therein, without the prior written consent of LESSOR. Any assignment without such consent shall be void, and shall, at the option of LESSOR, terminate this Lease.

23. Indemnification. This lease is made upon the express condition that LESSOR shall be kept free from all liability and claim for damages or other relief by reason of injury to any person or persons, including death, or property of any kind regardless of to whom it belongs, while in, upon or in any way connected with the Subject Property and/or exercise of rights and obligations under this Lease during the term of this Lease or any occupancy under it. Accordingly, LESSEE shall defend, indemnify, and save and hold harmless LESSOR, 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 LESSEE'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 LESSOR's sole active negligence. The parties intend that this provision shall be broadly construed.

24. Insurance. LESSEE agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Comprehensive General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Workers' Compensation	Statutory
Property Insurance	Coverage against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

LESSEE shall submit a certificate evidencing such coverage in a form satisfactory to the Roseville City Attorney, prior to occupying the Subject Property. LESSEE shall also provide a separate endorsement form or section of the policy showing LESSOR, its officers, agents and employees as additional named insureds for each coverage type. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 2011 04 13. Such insurance shall specifically cover the contractual liability of LESSEE. The coverage shall be primary as to such additional insureds and no coverage of the LESSOR shall be called upon to contribute to a loss. In addition, the insurance policy may not contain language which prohibits additional insureds or other insurers from satisfying the self-insured retention or deductible. LESSEE shall provide thirty (30) days written notice to LESSOR prior to cancellation or modification of any insurance required by this Agreement. LESSEE shall furnish a certificate for the period covered by this Agreement. Any insurance written on a claims made basis is subject to the approval of the Roseville City Attorney. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve LESSEE of liability in excess of such coverage, nor shall it preclude LESSOR from taking such other actions as are available to it under any other provisions of this Agreement or law. Any deductibles or self-insured retentions must be declared on the certificate of insurance and approved by LESSOR in writing. Failure of LESSEE to maintain such insurance or to indemnify LESSOR as specified shall be grounds for immediate termination of this Lease at LESSOR's option.

25. Taxes. LESSEE understands that its leasehold interest in the Subject Property may be subject to a possible possessory interest tax that the City or County may impose on such interest, and that such tax payment shall not reduce any sum due the LESSOR hereunder, and that any such tax shall be the sole liability and responsibility of LESSEE.

26. No Holding Over. This Lease shall not be subject to any holding over, and shall not convert into either a month to month or year to year tenancy upon its termination.

27. Notices. Any notices required by this Agreement shall be delivered or sent by first class mail, United States postage prepaid, addressed as follows:

CITY

Michelle White
Environmental Utilities
2005 Hilltop Cir
Roseville, CA 95747

Michelle Sheidenberger, City Attorney
311 Vernon Street
Roseville, CA 95678

MAYA BOWHUNTERS

Carlos Rodriguez, Club President
7622 Bierston Street
Citrus Heights, CA 95621

Either party may amend its address for notice by giving notice to the other party. In addition, in the event a new Club President is appointed during the term of this Lease, LESSEE shall so notify LESSOR in writing.

28. Attorney's Fees; Venue; Governing Law. In the event of any action brought to enforce this Lease, or in any unlawful detainer action, 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.

29. Termination of Lease. LESSOR may terminate LESSEE's use of the Subject Property without cause by giving LESSEE seventy-two (72) hours advance written notice. Thereafter, this Agreement may be terminated by LESSOR within sixty (60) days upon advance written notice and LESSEE shall remove all its buildings, property and materials from the

Subject Property and return it to the condition it was in prior to LESSEE's use of the Subject Property within these sixty (60) days. Either party may also terminate this Agreement prior to the end of the current term, as outlined in section 2. LESSEE may terminate this Agreement at any time upon giving thirty (30) days advance written notice to LESSOR.

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

31. Severability. If any of the provisions contained in this Agreement is 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.

32. Recordation of Lease. This Agreement or Memorandum of Lease, subject to the discretion of the City Clerk and City Attorney, shall be recorded against the Premises. A form Memorandum of Lease is set forth in Exhibit C, attached hereto and incorporated herein.

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

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement, in duplicate, by its City Manager and attest 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 LESSEE has caused this Agreement to be executed.

(SIGNATURES ON FOLLOWING PAGE)

CITY OF ROSEVILLE, a
municipal corporation:

BY: _____
DOMINICK CASEY
City Manager

MAYA BOWHUNTERS OF ROSEVILLE,
INC., a California non-profit corporation:

BY: 
CARLOS RODRIGUEZ
Club President

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
RICHARD D. PLECKER
Environmental Utilities Director

EXHIBIT “A”

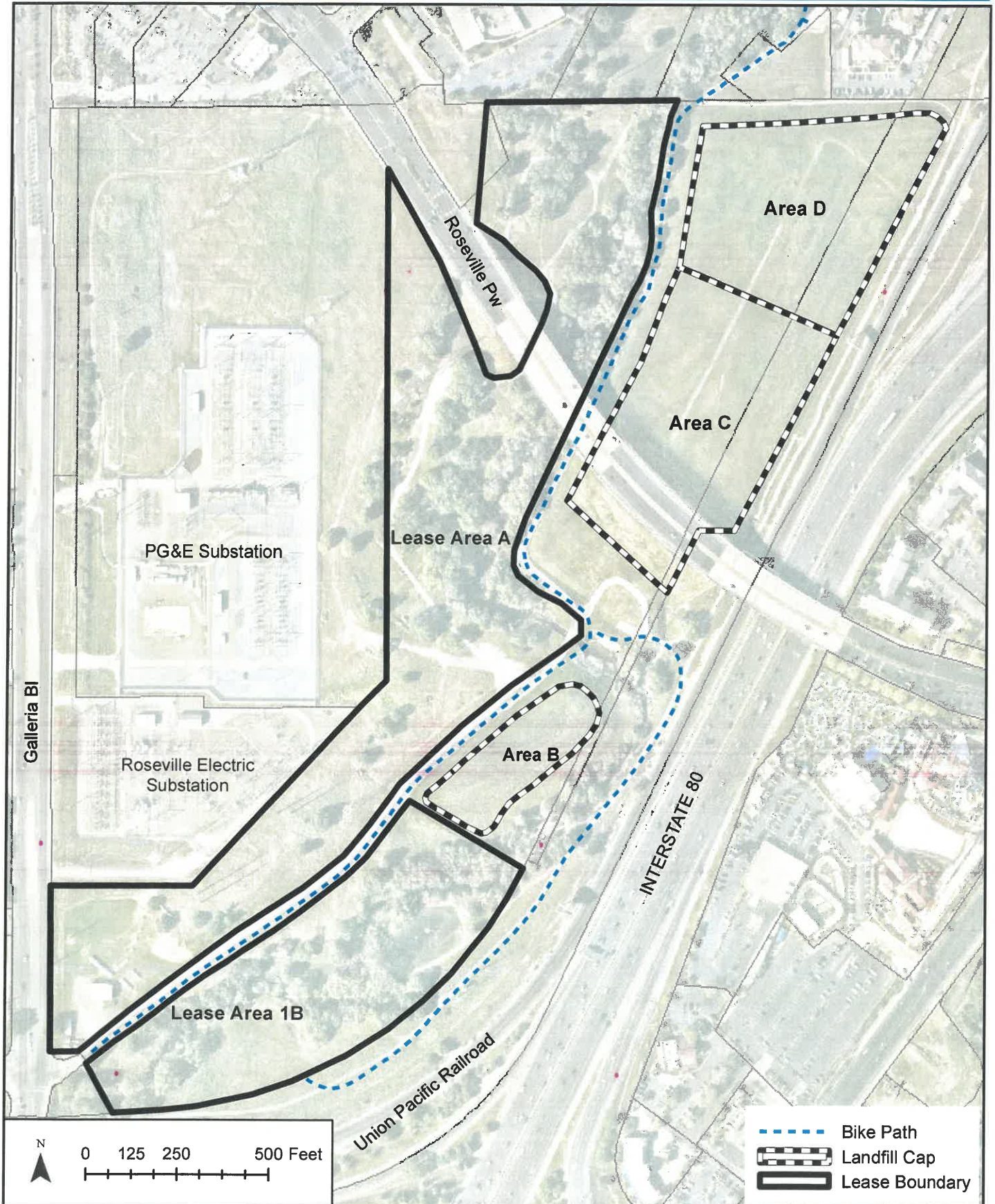


EXHIBIT “B”



MAYA

SAFETY MANUAL

SECTION I - Safety Policy and Assignment of Responsibility

SAFETY POLICY STATEMENT

It is the policy Maya Archers that accident prevention shall be considered of primary importance in all phases of operation and administration.

It is the intention of the club's officers to provide safe and healthy archery facility conditions and to enforce safe practices by all members.

The prevention of accidents is an objective affecting all levels of the organization and its activities. It is therefore, a basic requirement that each officer make the safety of members an integral part of his or her regular management function. It is equally the duty of each member to accept and follow established safety regulations and procedures.

Every effort will be made to provide adequate training to members. However, if a member is ever in doubt how to do a use the facility safely, it is their duty to ask a qualified member for assistance.

Members are expected to assist management in accident prevention activities.

Unsafe conditions must be reported. Fellow members that need help should be assisted. Everyone is responsible to insure members' safe enjoyment of the facility.

Any injury that occurs on the facility, even a slight cut or strain, must be reported to management as soon as possible. In no circumstance, except an emergency should a member leave without reporting an injury that occurred.


Carlos Rodriguez

President

5/30/2023

Date

ASSIGNMENT OF RESPONSIBILITY

The Club President is responsible for implementing, administering, and enforcing compliance with the Safety Program. The president's office is located in the club house. In addition to maintaining certain records required by this manual, the president is the person with whom you are required to communicate concerning member safety and any facility hazards.

In addition, the Range Manager and club officers will be responsible for seeing that all club rules and policies are adhered to by all members. This may include member incentives, retraining, and disciplinary actions.

However, every member has a responsibility to immediately notify the president and/or range manager of any facility hazard they discover so that it may be examined and appropriate action taken.


Carlos Rodriguez

President

5/30/2023

Date

SECTION II -Member Compliance Policy

MEMBERS COMPLIANCE POLICY

We consider the safety of our members to be very important. Therefore, to prevent accidents, it is our policy to strictly enforce club safety rules. Infractions of safety rules will result in the following.

1st Infraction –Verbal Warning

2nd Infraction – Written Warning

3rd Infraction – Suspension

4th Infraction -Termination

Based upon the severity of the violation the club may forego the disciplinary action prescribed above and proceed with more severe action, up to and including termination of membership.

CODE OF SAFE PRACTICES

Maya Archers

All members shall comply with this minimum code.

1. All members shall comply with Club Regulations. (see pages 6 and 7 attached)
2. All safety literature shall be disseminated to the members and posted on club bulletin boards.
3. All work parties shall begin with a "Safety Meeting" and a record of same shall be made and given to the Range Manager. Range Manager shall insist on members observing and obeying every rule, regulation, and order as is necessary to the safe conduct of the work, and shall take such action as is necessary to obtain compliance.
4. The following information shall be posted on the Bulletin Board:
 - a. Club Safety Regulations.
 - b. Contact Information for Medical Treatment Facilities, Fire Station, Police Department
 - c. Range Managers Name and contact number
 - d. Code of Safe Practices
5. All accidents must be reported to the Range Manager.
6. All tools and equipment shall be maintained in proper working order and in safe condition.
7. Members of work parties should be alert to see that all equipment guards and other protective devices are in their proper places and that they are adjusted, and shall report deficiencies promptly to the Range Manager.
8. Any equipment not meeting safety standards must be set aside, red tagged and not used until repaired or replaced.
9. Inappropriate conduct and other behavior that may have an adverse effect on the safety and/or well being of other club members or the public is prohibited. Members should contact the Range Manager immediately regarding any observed safety or conduct violations.
10. Observe safety rules at all times.

MAYA ARCHERS CLUB REGULATIONS

HISTORY:

Maya Bowhunters of Roseville Inc, dba MAYA ARCHERS, has operated in the City of Roseville for over fifty years. We have been at our present location for the last thirty years. Our facility is leased from the City of Roseville and occupies a portion of the old land fill site that has been closed and is being monitored and maintained by the City. Our facility shares a portion of this City property with the Antelope Creek Bike Trail.

Over the last thirty years we have seen many changes in the rural nature of our facility as development of the "Galleria Mall" and Roseville Parkway has urbanized our neighborhood. The construction of the Roseville Parkway and the Antelope Creek Bike Trail are the most recent additions and have required us to implement many changes in our use of "MAYA".

The following Club Regulations are necessary for the safe enjoyment of our archery use of the club facilities and deviance from these regulations may result in dismissal from the club as detailed in the "MAYA SAFETY MANUAL".

General Membership Rules:

1. Entrance gate to the range is to remain locked at all times, except during club meetings, work parties, or club functions open to the public (Leagues, Invitational Shoots and Club Events). Gate combination is not to be disclosed to anyone!
2. Club use requires sign-in / sign-out on the form maintained near the club house front door. Use your club ID # and completely fill out the requested information.

3. Members are required to have their 'Membership Card' visible while using club facilities.
4. Driving off the main roads is prohibited. Park in established area only.
5. Please remember the bike trail may have riders at any time. Never point or appear to point an arrow in the direction of the bike trail or Roseville Parkway. Nock an arrow and draw your bow only while pointing AT THE TARGET.
6. No shooting at a target or target butt outside of an established target lane and sight-in range.
7. Broadheads are never to be shot into targets butts. Broadheads are only allowed in sand pits and established broadhead lanes outside of the target course lanes.
8. Continuous practice or shooting on a single target lane (target course) is prohibited. The Sight-In Range (practice butts, located next to the clubhouse) is used for sighting in your equipment or yardage practice. The target course is designed for shooting 4 arrows per target and moving on to the next target to allow other shooters to shoot the course.
9. No littering or dumping on the range. The dumpster or trashcans are for club use only.
10. Alcoholic beverages are **not allowed** on club property. This is a City of Roseville lease requirement and violations may result in termination of our lease.
11. Any member observed to be under the influence of drugs, alcohol, or other intoxicating substances is to be reported to the president and/or range manager immediately so that appropriate action can be taken to remove the member from the club facilities.
12. Smoking is strictly prohibited at any time and not allowed in any building or on the range. Please observe all fire safety precautions while in the field.
13. Profanity and inappropriate behavior is prohibited. Remember our range is adjacent to a public recreational facility (the Antelope Bike Trail).
14. To hunt, harass or discharge an arrow at any animals or birds on the range is strictly prohibited.

15. Use of pesticides and/or weed killers is prohibited as these may adversely impact the monitoring program the City is performing on the closed landfill.
16. Cutting of trees and vegetation is prohibited. Target lane cleanup consisting of mowing of grass and "weed eating" is acceptable.
17. Members are allowed to invite a guest(s) onto the range once, if the guest wishes to join the club, the guest must submit a membership application during a General Membership meeting. Members are responsible for insuring that their guests are aware of the range rules and strictly adheres to club regulations. They must accompany their guests at all times. Guests with no experience are limited to the use of the practice range only and guests that belong to other clubs or have organized archery experience may use the field range, all under the supervision of member.

SECTION III - Member Communication

Member Safety Suggestion Form

Description of Unsafe Conditions or Practice _____

Causes or Other Contributing Factors _____

Member's Suggestion for Improving Safety _____

Has This Matter Been Reported to the Range Manager? Yes _____ No _____

Member Name (Optional) _____

Department _____ Date _____

Action (For Office Use)	☐ Accepted Date _____ Proposed Completion Date _____
	☐ Denied Date _____ Actual Completion Date _____
	☐ Reason(s) _____
	Signature _____ Title _____

SECTION IV – TRAINING

TRAINING

Another important part of this Safety Manual is the regular training of members in safe practices. All who are currently members when the program is implemented will receive such training. New members to the club will be provided with safety training at the time of induction in the club.

All training will include a general review of safety issues, health hazards, and accident prevention while using the Club facilities as detailed in the Code of Safe Practices. Refresher training will be provided on a regularly scheduled basis and Members will be required to attend.

Safety Training is mandatory and will be documented.

The Club president will maintain a separate record of safety training for each member. Records will be kept for a reasonable period of time.

SAFETY TRAINING RECORD

This report is to be completed by the Range Manager and the new member within 30 days after he/she joins the club and prior to obtaining access to the club facilities. The completed report will then be filed with the Club President.

NAME: _____ JOIN DATE: _____

The Range Manager is to go over the following safety items with the new member:

1. The importance of safety as a club member.
 - ☐ Archery Safety/Shooting Precautions (addendum).
2. MAYA SAFETY MANUAL. (attached and made a part hereof)
3. Fire extinguisher(s) located _____ in club house _____
4. First-aid kits(s) located _____ in club house _____
5. Hospital or clinic locations for emergency treatment
6. Report all injuries immediately to range manager
7. Report unsafe conditions immediately to range manager.
8. Disciplinary actions for violating club safety regulations and policies.

The above safety items have been presented to me and I understand them and I agree to comply with the MAYA SAFETY MANUAL, club rules and policies.

SIGNED _____

Member

DATE

Range Manager

DATE

SECTION V - Inspection & Corrections of Hazards

INSPECTION AND CORRECTION OF HAZARDS

An important part of this manual is the scheduled periodic inspection of club house areas and the field range to identify possible hazards and potential causes of accidents or injuries. The inspections will be held on a monthly basis or more frequently if the need arises, to determine if members are in compliance with the MAYA SAFETY MANUAL. Written reports will be made of the inspections and hazards that are found will be corrected as soon as possible. The president or a designated representative will conduct the inspections of accident sites and hazards or other unusual occurrences reported to the Range Manager. Records of these inspections and action taken will be kept by the President.

MAYA ARCHERS
INSPECTION CHECKLIST-CORRECTIONS FORM

This form must be completed and returned to the Club President. It will be kept on file for a reasonable period of time.

Club House/Range/Location _____

Inspectors Name _____ Title _____

Unsafe Condition, Work Practice or Protective Equipment	Action Required	Correction Made (Description & Date)

Inspector's Signature

Date

SECTION VI - Accident & Injury Investigation

ACCIDENT AND INJURY INVESTIGATION

The purpose of accident investigation is to determine what factors condition, and / or practices contributed to the accident, so that proper action can be taken to prevent recurrence. All accidents and/or injuries should be investigated as soon as practical by the president or range manager.

MAYA ARCHERS RANGE MANAGERS REPORT OF ACCIDENT

DATE OF ACCIDENT	LOCATION	TIME OF ACCIDENT
MEMBERS NAME		
DATE ACCIDENT REPORTED TO ME	NAME OF WITNESS	
NATURE OF INJURY / ILLNESS / PART OF BODY		
OBJECT /EQUIPMENT / CASUE OF INJURY		
WHERE DID ACCIDENT OCCUR?		
DESCRIBE CLEARLY HOW ACCIDENT OCCURRED / WHAT HARMED THE MEMBER?		
WHAT STEPS SHOULD BE TAKEN TO PREVENT SIMILAR ACCIDENTS?		
WITNESS (ES) STATEMENT		

INDICATE ONE: NO TREATMENT CLINIC SENT HOME

MEMBER

DATE

RANGE MANAGER

DATE

RECORD KEEPING

The following records will be retained and available for review for a reasonable period of time at the club house.

1. Maya Safety Manual
2. Members Safety Suggestion forms
3. Members Safety training records
4. Facility hazards inspection checklist and corrections
5. Range Managers Accident Reports
6. Accident Investigation Reports
7. Safety Meetings Records
8. Member Discipline Records

SECTION VIII - Member Accident Procedures & Forms

MEMBER ACCIDENT

In the event a member is injured on site, please follow the following procedures:

MINOR INJURY NO MEDICAL ATTENTION REQUIRED

1. Complete Range Manager report of accident form.
2. Verify with member a second time that they are okay and do not require medical attention.

INJURY REQUIRING MEDICAL ATTENTION

1. Notify 1st contact on club emergency contact list.
2. Advise member of the nearest medical facilities.
3. Complete Range Manager report of accident form.
4. Fax copy of accident form to City of Roseville Risk Management Division at: riskmanagement@roseville.ca.us Fax copies can be sent to 916-774-5350.

SERIOUS INJURY

1. Call 911
2. Contact member's personal emergency contact.
3. Complete Range Manager report of accident form.
4. Notify contacts on club emergency contact list.
5. Fax copy of accident form to City of Roseville Risk Management Division at: riskmanagement@roseville.ca.us Fax copies can be sent to 916-774-5350.

MAYA ARCHERS
EMERGENCY CONTACT

In the event a Member has been injured please contact the club officers below:

	Name	Title	1 st Number	2 nd Number Cell
1	Carlos Rodriguez	President	916-201-6798	
2	Jeff Azar	Vice President	916 390-4904	
3	Brad Hastings	Range Manager	916 203-0299	
4	Sharyn Granville	Secretary	916 663-9951	
5	Virginia Bolman	Risk Manager City of Roseville	916 774-5207	

Dated May 30, 2023.

EXHIBIT “C”

EXHIBIT "C"

RECORDING REQUESTED BY AND

AFTER RECORDATION, MAIL TO:

City of Roseville
311 Vernon Street
Roseville, CA 95678
Attn: City Clerk

EXEMPT FROM RECORDING FEES PURSUANT TO GOV. CODE § 27383

THE UNDERSIGNED GRANTOR DECLARES:

DOCUMENTARY TRANSFER TAX IS \$0.00 CITY TRANSFER TAX IS \$0.00

This conveyance is exempt from the documentary transfer tax since the lease term is less than 35 years per R & T §61 and §11911.

Space Above Line For Recorder's Use

MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into this ____ day of _____ 2023, by and between City of Roseville, a municipal corporation ("LANDLORD"), and MAYA BOWHUNTERS OF ROSEVILLE, INC., a California non-profit corporation (hereinafter "TENANT"), who agree as follows:

1. LANDLORD leases to TENANT and TENANT leases from LANDLORD certain real property known as Lease Area 1A and Lease Area 1B, as depicted in Exhibit "A" hereto (the "Leased Premises").

2. This Memorandum of Lease is made upon all the terms and conditions of that certain unrecorded Lease Agreement relating to the leased premises between LANDLORD and TENANT dated _____, 2023 ("Lease Agreement") on file with the City Clerk, and all of said terms and conditions are incorporated by reference herein.

3. The term of the lease shall continue for one (1) year, and automatically renew for successive one (1) year lease terms, unless earlier terminated according to the terms of the Lease Agreement.

[SIGNATURE BLOCKS APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, upon the day and year first hereinabove written, the respective Parties hereto have executed this Memorandum of Lease, personally or by officers or agents thereunto duly authorized.

LANDLORD:

CITY OF ROSEVILLE, a
municipal corporation:

BY: _____

DOMINICK CASEY
City Manager

TENANT:

MAYA BOWHUNTERS OF
ROSEVILLE, INC., a California non-
profit corporation

BY: _____

Print name: Carlos Rodriguez
Title: President

[NOTARIZATION OF SIGNATURES REQUIRED]

Certificate Form attached to Document

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of Placer)On May 31, 2023 before me, Heidi Gehrig, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Carlos Rodriguez
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Heidi Gehrig
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Memorandum of Lease Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____



Notice of Exemption

To: Placer County Clerk
Recorder's Office
2954 Richardson Drive
Auburn, CA 95603

From: City of Roseville
Community Development Dept.
311 Vernon Street
Roseville, CA 95678

Project Title: Maya Bowhunters Archery Club Lease Agreement (2023)

Project Location: At the closed Berry Street Sanitary Landfill, City of Roseville CA. Lease includes City owned landfill and open space property located east of Galleria Boulevard, north of the U.P. Railroad and southwest of Roseville Parkway.

Project Description: The Roseville Environmental Utilities Department Solid Waste Division proposes a lease agreement with the Maya Bowhunters Archery Club for a five-year term for the continued use of the closed City of Roseville Sanitary Landfill and adjacent open space for archery practice and tournaments. The Maya Bowhunters Archery Club has been leasing the space since 1980.

Public Agency Approving Project: Roseville City Council

Agency Carrying Out Project: Roseville Environmental Utilities Department

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

"Class 1 consists of the... leasing... of an existing public ... facilities... involving negligible or no expansion of use beyond that previously existing.... examples include but are not limited to: (b) Existing facilities of both investor and publicly-owned utilities..."

The project involves the lease of City-owned closed landfill and open space property. The project will not result in expansion of use. Therefore the Class 1 Exemption is applicable to the proposed project.

Lead Agency Contact Person: Michelle White, Roseville Environmental Utilities Department, 2005 Hilltop Circle, Roseville, CA 95747 (916) 774-5774.

Signature: Jessica Lynch
Jessica Lynch, Environmental Coordinator
City of Roseville

Date: 6-7-2023



COUNCIL COMMUNICATION

CC #: 2805
File #: 0323-02

Title: Rotation Tow Program - Service Agreements
Contact: Scott Blynn 916-746-1076 sblynn@roseville.ca.us

Meeting Date: 6/21/2023
Item #: 7.14.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the Police Chief to sign the attached agreements with six tow companies to be included on the Police Department's rotation tow list for the two-year period following execution of the agreements.

BACKGROUND

The Police Department maintains a list of local towing companies to call when Police employees need a vehicle towed and stored, or they need a vehicle promptly removed from the roadway, and the driver doesn't have a preferred towing company available within an acceptable period of time. The towing companies on the Police Department's list are called in turn, so that they receive equal opportunities for business—therefore they're called "rotation tows". The Police Department maintains no more than ten companies on the rotation tow list. This year, during a publicly advertised open enrollment period, six companies submitted applications. Staff reviewed their applications, conducted inspections and determined that they all met City requirements. They include Ace in the Hole Towing, Anderson Tow Service, Classic Tow Service, Jake's Towing & Recovery Inc, LJ's Towing and Neighborhood Enterprise Tow.

FISCAL IMPACT

Vehicle owners are responsible to pay towing companies for the towing and storage of their vehicles. The agreements stipulate that the tow companies will charge vehicle owners involved in Police Department tows according to the approved rate schedules listed in their agreements. There is no cost to the City.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not

considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of the tow rotation service agreements meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Respectfully Submitted,

Scott Blynn, Police Lieutenant

Troy Bergstrom, Police Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-284

2023 Tow Service Agreement

RESOLUTION NO. 23-284

APPROVING TOW SERVICE AGREEMENTS AND AUTHORIZING THE POLICE CHIEF
OR HIS DESIGNEE TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the Police Department of the City of Roseville utilizes towing companies to tow disabled, abandoned, or other vehicles; and

WHEREAS, staff wishes to enter into Tow Service Agreements for rotation tow services, for a two year period commencing from execution of the Agreements, with the following companies:

- Ace In the Hole Towing
- Anderson Tow Service
- Classic Tow Service
- Jake's Towing & Recovery
- LJ's Towing
- Neighborhood Enterprise Towing

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the Police Chief or his designee, is hereby authorized to execute Tow Service Agreements.

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

Tow Company Contact Information

1. Ace in the Hole Towing- 801 Riverside Ave #102 Roseville, CA 95678
916-781-6111
accounts@aceintheholetowing.com
2. Anderson Tow Service-204 Kenroy Lane Roseville, CA 95678
916-783-1992
Andersontowservice@yahoo.com
3. Classic Towing-1400 Church Street Roseville, CA 95678
916-786-6800 or 916-624-1075
classictow@gmail.com
4. Jake's Towing-801 Riverside #160 Roseville, CA 95678
office@jakestow.com
916-726-5447
Patrice@jakestow.com
5. Neighborhood EnterpriseTow-209 W. Ivy Street Roseville, CA 95678
916-786-7677 or 916-850-5854
Henryreis4@gmail.com
6. Hewitt Enterprises DBA LJ's Towing-2115 March Road Roseville, CA 95747
916-489-8600
ljstow@gmail.com



ROSEVILLE POLICE DEPARTMENT

TOW SERVICE AGREEMENT

This Tow Service Agreement (Agreement) contains rules and regulations that a company agrees to comply with in order to receive a rotation tow listing with the Roseville Police Department ("Department"). Participation in the Department Rotation Tow Program ("Program") is voluntary. Compliance with all of the terms and conditions of the Tow Service Agreement is mandatory for tow companies participating in the Department's Program. An Operator ("Operator"), by agreeing to participate in the Program, is not acting as an agent for the Department or the City of Roseville ("City") when performing services under the Agreement.

For clarification purposes, definitions are contained in Attachment A. Attachment B contains instructions for completing required application forms.

This Agreement, and the terms, conditions, and specifications contained herein, supersedes previous Agreements. The term of this Agreement is for two years from the date of execution by the City.

I. Lottery and Rotation List:

- A. The Department shall conduct a bi-annual public lottery of all tow companies that desire to be placed on the rotational call list. The Department will randomly select ten (10) companies for the following two years. The selected companies are then placed on a Rotation Tow List which establishes a rotational system to facilitate the distribution of calls, meet the needs of the Department with regards to response time and available tow services, and to ensure an equitable distribution of calls. The Department shall maintain a separate RV Rotation Tow Lists for towing recreational vehicles (RVs) including Class B and/or C RVs. Nothing in this Agreement shall prohibit a Department supervisor from requesting a specific tow company when, in the supervisor's opinion, the necessary resources to clear a hazard as expeditiously as possible are not available from the tow company currently at the top of the rotation tow list.
 - 1. In such instance, the tow company selected would be the next tow company on the list which has the qualifications (equipment, skills, timeliness, etc.) to provide the required service. After the request, the selected company would then go to the bottom of the rotation tow list and remain there until it rotates back into its original position.

Tow companies on the list that were by-passed would remain in the same order until their selection for a rotation tow for which they are qualified.

2. The Department alternates rotation tow calls after every call. Call rotation order is established by the Department. A call to an Operator shall constitute one turn on the list and the Operator shall be moved to the bottom of the list. This includes when the Operator fails to answer the telephone or the telephone is busy after two (2) attempts, is unable to respond, or is unable to perform the required service. In this event, the next rotation tow, in order, will be called. An Operator who refuses to respond or provide service, or is canceled due to excessively delayed response time, will be moved to the bottom of the list.
 - a. If it is determined that the Operator is not needed and is canceled by the Department, up to and including arrival at the scene, there shall be no monetary charges and the Operator will be placed back at the top of the list. There shall be no monetary charges for standby time which does not result in a tow.
 - b. If the Operator is canceled by the vehicle's owner or agent prior to the Operator taking possession (as defined in Attachment A) of the vehicle, there shall be no charges for towing. The Operator shall immediately contact the Department and advise of the cancellation. The Operator will then be placed back at the top of the list.
 - c. If service, other than towing and recovery, has begun and is canceled by the vehicle's owner or agent, the Operator may charge a minimum of one-half of the regular hourly service charge, for the time expended on the call. For purposes of cancellation, work begins when physical work on the vehicle has begun, not the response. No lien shall arise for the service unless the Operator has presented a written statement to the vehicle's owner or agent for the signed authorization of services to be performed.
 1. The Operator shall not attempt to take possession of the vehicle in order to establish a lien for any non-towing services performed, or begun and subsequently canceled, when not entitled to such lien by law. Refer to Civil Code Section 3068.1 for when a lien begins.
- B. The Department shall determine the maximum response time, enrollment period, reasonable rates, and other applicable requirements.
1. The enrollment period must be at least bi-annually commencing on the date the Agreement is executed by the City, and will be open for at least thirty (30) days. Department. The Agreement will be effective for the following two years.
 2. The Agreement will be based on the initial Approved Rates in Section XX of this Agreement. Though the Agreement term is two (2) years, the Department is willing to re-negotiate out-year pricing (increases and/or decreases) based on market fluctuations thirty (30) days prior to the end of the first year of this two (2) year Agreement. Any proposed rate changes will be evaluated based on what the Department deems to be fair and reasonable. Any requests made by an Operator for a price increase must be fully documented utilizing an appropriate Consumer or

Producer Price Index or other reputable relevant market data to justify a rate change. In its request for price increases Operator shall cite sources, specific conditions, and document how those market conditions affect the rate. Such rate adjustments will not be automatic. Any rate adjustment must be mutually agreed upon by both the Department and the Operator. The Department will review the proposed rate adjustment and determine if it is allowable, fair, reasonable, and in the best interest of the Department.

- C. Nothing shall prohibit a Class B, Class C, or Class D Operator from maintaining a place on a lighter class rotation tow list provided the tow truck meets the equipment specifications for that class of operation.
- D. Operators applying for a rotation tow listing shall have a minimum of three (3) years verifiable for-hire-towing experience, as an owner or principal or other position of comparable managerial experience, prior to the final filing date of the enrollment period in order to qualify for a Department rotation tow listing.
 - 1. Operators who have less than the required three-years' experience who are currently on the Department rotation tow list are exempt from this provision.
 - 2. Ownership status will be investigated and determined by the Department.

II. Tow Truck Classifications:

- A. An Operator shall equip and maintain tow trucks covered under this Agreement (Attachments B and C) in accordance with the provisions set forth in the California Vehicle Code (CVC), Title 13 of the California Code of Regulations, and the specifications contained in this Agreement, and consistent with industry standards and practices. All Operator's must maintain tow trucks capable of towing a Class B and C recreational vehicle (RV), trailer, etc.
 - 1. Notwithstanding Section 615 of the CVC, all tow trucks shall have recovery capabilities, wheel lift capabilities, and a boom meeting the specifications contained in this Agreement. For the purpose of this Agreement, "a trailer for hire that is being used to transport a vehicle" shall not qualify as a primary tow truck for a rotation tow listing.
 - 2. An Operator who has a car carrier may be exempted from the recovery, wheel lift, and boom capability requirements. However, the car carrier must be an additional unit.
- B. A violation of the Gross Vehicle Weight Rating (GVWR) and safe loading requirements of a tow truck may be cause for immediate suspension. This includes exceeding the tow truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining fifty (50) percent of the tow truck's unladen front axle weight on the front axle when in tow.

- C. There will be four classes of tow trucks covered under this Agreement, as follows:

1. **Class A - Light Duty**

- a. An Operator shall maintain a minimum of two (2) tow trucks which have a manufacturer's Gross Vehicle Weight Rating (GVWR) of at least 14,000 pounds. One truck may be a car carrier.

(1) A "trailer for hire" shall not be approved for listing as a Class A tow truck.

2. **Class B - Medium Duty**

- a. An Operator shall maintain a minimum of one (1) tow truck with a GVWR of at least 19,501 pounds. The truck shall be equipped with air brakes and a tractor protection valve or device, and be capable of providing and maintaining continuous air to the towed vehicle.

(1) Class B tow trucks that are not equipped with portable tow dollies 24 hours a day, 7 days a week, will not be allowed to operate on a Class A rotation tow list.

3. **Class C - Heavy Duty**

- a. An Operator shall maintain at least one (1) three-axle tow truck with a GVWR of at least 33,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.

4. **Class D - Super Heavy Duty**

- a. An Operator shall maintain at least one (1) three-axle tow truck with a GVWR of at least 50,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.

C. To properly and safely tow and service the wide variety of vehicles being operated on the highway, a towing procedure may require the use of auxiliary equipment specifically designed for the purpose. This auxiliary equipment should be used when appropriate.

D. The Operator understands and agrees that they may be called upon to tow recreational vehicles (RVs). Operator agrees that they will maintain storage space and provide tow trucks capable of towing Class B and/or C recreational vehicles (RVs) upon Department's request.

III. Tow Truck Drivers:

- A. All rotation tow truck drivers will attend or challenge and successfully pass a certified tow truck driver training course. Acceptable courses to fulfill this requirement will be reviewed and approved by the Department.

- B. The Operator shall ensure that tow truck drivers responding to calls initiated by the Department have completed a certified tow truck driver training course and are qualified and competent employees of the Operator's company. The Operator shall ensure that the tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles serviced through Department rotation.
- C. Tow truck drivers shall be at least eighteen (18) years old and possess the following minimum class driver's license:
 - 1. Class A Tow Truck - A valid Class C license, or a valid Class A license with valid medical certificate.
 - 2. Class B Tow Truck - A valid Class C license for nonregulated vehicles, or a valid Class A license with a valid medical certificate for regulated vehicles pursuant to Section 34500 (k) of the CVC.
 - 3. Class C Tow Truck - A valid Class A license with a valid medical certificate.
 - 4. Class D Tow Truck - A valid Class A license with a valid medical certificate.
- C. The Class A (1) licenses must be endorsed to allow operation of special vehicle configurations and/or special cargoes.
- D. The Operator shall maintain a current list of drivers.
 - 1. Operators shall provide a current list of drivers to the Department upon implementation of this Agreement. The Operator shall notify the Department upon any change in driver status, including the addition of any new drivers, or the deletion of any drivers. An updated list shall be provided to the Department within seven (7) calendar days of any change in driver status.
 - 2. All drivers are required to complete and sign the Tow Operator/Driver Information Sheet (CHP 234F). If drivers refuse to complete and sign the form, they shall not be permitted to respond to rotation calls.
 - 3. Operators shall submit, with each annual application, a copy of the certified tow truck driver's training certificate for each driver.
 - 4. Operators, shall as a minimum, maintain the following information for each employee:
 - a. Full name.
 - b. Date of birth.
 - c. California driver's license number.
 - d. Copy of a valid medical certificate (if required).
 - e. Job title/description.
 - f. Current home address.
 - g. Current home telephone number.

- h. Types of trucks the driver is trained and instructed to operate.
 - i. A copy of the tow truck driver training course certificate.
- E. All tow truck drivers and owner/Operators shall be enrolled in the DMV Pull Notice Program.
 - 1. Upon the addition of new drivers, an Operator will be granted a maximum of thirty (30) days to enroll drivers in the Pull Notice Program.
 - 2. Pull Notices shall be kept on file, signed and dated by the Operator.
 - 3. The Department may require an Operator to provide copies of Pull Notice Reports.

IV. Rates:

- A. Fees charged for response to calls originating from the Department shall be reasonable and not in excess of those rates charged for similar services provided in response to requests initiated by any other public agency or private person. The reasonableness of the fees charged will be determined in the following manner:
 - 1. The Operator shall submit the retail hourly rate to the Department. The Department shall determine the validity and reasonableness of the submitted rates.
 - a. Validity will be based upon telephone quotes, posted rates, charges to retail customers, etc. Any submitted rate in excess of an Operator's retail rate (as defined in Attachment A) will be considered invalid and will not be accepted. An Operator who submits an invalid rate shall not be allowed to resubmit a new rate and will be disqualified from Department rotation tow listing until the next enrollment period.
 - b. Reasonableness shall be determined as compared to other rates. An Operator who submits a rate that is determined to be excessive shall be allowed to resubmit rates only once.
 - 2. In an effort to remain competitive in the open market, the Operator may lower retail rates at anytime by notifying the Department. When an Operator lowers the retail rate, that retail rate becomes the new approved Department rate. Operators may only raise rates for Department calls during enrollment periods. Operators may raise rates for non-Department calls at any time. Rates for Department calls shall remain at the lowest retail rate until the next enrollment period.
 - 3. Any Operator which charges rates above the Operator's retail hourly rates or submitted rates for a Department call shall be in violation of the Agreement and subject to disciplinary action.
- B. The rate for towing shall be computed from portal to portal (as defined in Attachment A). Time expended shall be charged at a rate not to exceed the hourly rate. Time

expended in excess of the minimums shall also be at the hourly rate in no more than one (1) minute increments. There shall be no additional charges for mileage, labor, etc.

1. The Operator may charge up to a thirty (30) minute minimum per call for base services (as defined in Attachment A).
 2. The Operator may charge up to a one (1) hour minimum per call on public safety response calls (as defined in Attachment A).
 3. The Operator shall base towing charges upon the class of vehicle being towed regardless of the class of truck used, except when vehicle recovery operations require a larger class truck.
- C. Rates for service calls (out of gas, lockouts, tire changes, etc.) shall be from portal to end of service, and may be at the hourly rate with up to a thirty (30) minute minimum. Charges in excess of thirty (30) minutes may be charged in no more than one (1) minute increments.
- D. The approved schedule of rates charged by the Operator shall be available in the tow truck, and shall be presented upon demand to the person(s) for whom the tow services were provided, their agent, or any Department officer.
- E. Fees for Special Operations
1. For special operations involving Class B, C, or D tow trucks, the Operator shall submit the proposed fees for vehicle recovery operations and load salvage operations (as defined in Attachment A) to the Department. Fees shall be reasonable and consistent with industry standards for similar operations. Charges in excess of thirty minutes may be charged in no more than one (1) minute increments.
 - a. Hourly rates shall be established for the following categories:
 - (1) Auxiliary Equipment, e.g., airbags, converter gear/dolly, additional trailers, etc.
 - (2) Contracted Equipment, e.g., airbags, converter gear/dolly, additional trailers, forklifts, front loaders, etc.
 - (3) Contract labor.
 - b. The Department shall determine the reasonableness of the fees for these types of operations, based upon the average of the proposed fees submitted and a comparison to industry standards for similar operations.
 - c. Operators shall submit a markup rate (percentage of the cost to the Operator) for retail equipment and specialized labor not otherwise listed on the application.

- d. If an Operator performs a service for which a required rate was not submitted to, and approved by, the Department, the Operator shall only be entitled to charge for the actual cost of that service. Example: contract labor rate not submitted, the Operator may only charge for the actual rate paid for the labor.

F. The Operator, or his/her employee, shall accept a valid bank credit card or cash, at the customer's discretion, for payment of towing and/or storage costs.

- 1. Rates for services shall be charged on the basis of a credit card transaction. The tow Operator may charge a discounted rate for a cash transaction.

G. Storage Fees

- 1. The Operator shall submit proposed storage fees for inside and outside storage to the Department. The Department shall determine the validity and reasonableness of the fees for inside and outside storage, based upon the average of the proposed fees submitted by those applying for rotation.
- 2. The Operator shall display in plain view at all cashiers' stations, a sign as described in Section 3070 of the Civil Code, disclosing all storage fees and charges in force, including the maximum storage rate.
- 3. A request for outside or inside storage by the customer or Department officer shall be honored. If no request is made, the vehicle should be stored in the least costly manner to the customer's benefit, unless documentable circumstances dictate otherwise.
- 4. Upon request, Operators shall provide after-hour vehicle releases. After-hours release fees may only be charged for vehicles released after normal business hours.
 - a. For the purpose of this Agreement, "normal business hours" shall not be less than 8 a.m. to 5 p.m., Monday through Friday, except for the following state recognized holidays:

New Year's Day, Martin Luther King Day, Lincoln Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.
 - b. Business hours shall be posted in plain view to the public.
 - c. The after-hours release contact telephone number(s) shall be posted in plain view to the public.
 - d. Employees and agents shall be properly trained to conduct business transactions related to towing, storage and release of vehicles/property.

- e. The total fees charged for release after normal business hours shall be no more than one-half the hourly rate, and shall only be allowed outside posted business hours, after 5:00 p.m. on business days, weekends and holidays.
- 5. Vehicles stored twenty-four (24) hours or less shall be charged no more than one (1) day storage. Each day thereafter shall be calculated by calendar day. (Civil Code §3068.1(a))
- 6. Lien sales are the sole responsibility of the Operator and all such sales shall be conducted in accordance with the applicable provisions of California state law.
- H. Rate requirements represent the maximums an Operator may charge on a Department call. An Operator is not precluded from charging less when deemed appropriate by the Operator. These requirements shall not be construed as requiring a charge when an Operator would not normally charge for such service.
 - 1. No Operator, agent, or employee shall refer to any rate as the minimum required or set by the Department.
- I. IMPOUND NOTIFICATION.
 - 1. In the event that ANY vehicle impounded by this Department is expected to remain in storage thirty (30) days after impound, the Operator shall notify the Department's Operations Commander on the thirtieth (30th) day.
- J. VEHICLE RELEASE.
 - 1. No vehicle impounded by the Department shall be released to any party without a signed written authorization to release (CHP Form 180) from the Department.

V. Collusion:

- A. The Operator and/or applicant shall not conspire, or attempt to conspire, or commit any act of collusion, with any other Operator or applicant for the purpose of secretly, or otherwise, establishing an unfair understanding regarding rates or conditions to the Agreement that would bring about any unfair condition which could be prejudicial to the Department, the motoring public, or other Operator(s).
 - 1. An example of "collusion" includes, but is not limited to: conspiracy by any Operator(s) to establish artificially high or low rate(s) for services performed pursuant to the Agreement.
- B. A finding by the Department that any Operator, applicant, or agent has been involved in collusion shall be cause for denial of an application or shall nullify the Agreement. Any Operator or applicant found to be involved in any act, or attempted act of collusion, shall be disqualified from participation on the Department rotation tow list for the current term, plus three (3) years.

VI. Response to Calls:

- A. The Operator shall respond to Department calls 24 hours a day, seven days a week, within the maximum response time as established by the Department, and as specified in this Agreement. The Operator shall respond with a tow truck of the class required to tow the vehicle specified by the Department.
1. The maximum response time for Class A tow trucks is established as twenty (20) minutes, 24-hours a day. The maximum response time for Class B, C and D tow trucks is thirty (30) minutes, 24-hours a day, however Department and Operator agree that in non-emergency situations where there is no immediate threat to health or safety, the maximum response time for towing recreational vehicles, including Class B and/or C recreational vehicles shall be within one week and only during normal business hours Monday through Friday.
- B. The Operator shall advise the Department's Communications Center, at the time of notification, if they are either unable to respond or unable to meet the maximum response time. If, after accepting the call, the Operator is unable to respond or will be delayed in responding, the Operator shall immediately notify the Department's Communications Center. The Operator shall not assign initial calls to other tow Operators.
1. A failure to respond and/or repeated failure to meet the maximum response time requirements shall constitute failure to comply with the terms and conditions of this Agreement.
- a. The Department may take immediate disciplinary action for any flagrant violation of the requirement to respond within the maximum response time. Disciplinary action may include written reprimands, suspension from the rotation, and/or removal from the rotation.
- b. When an Operator will be temporarily unavailable to provide services due to a preplanned/scheduled activity, e.g., vacation, maintenance, medical leave, etc., the Operator shall notify the Department Communications Center at least 24 hours prior to the date that services will be unavailable, noting the times and dates of the unavailability.
- C. The Operator, or Operator's employees responding to a Department call, shall perform the towing or service required for which they were called. This requirement may be waived by the Department Incident Commander, if the requested equipment is inadequate for the service to be performed.
1. Any refusal to respond or to perform the required towing or service will subject the Operator to suspension, if deemed appropriate by the Department.
- D. An Operator shall not respond to a Department call assigned to another Operator unless requested to do so by the Department.

1. There may be times when the Operator assigned the initial Department call, may require the assistance of an additional Operator at the scene. The Operator assigned the initial call may, with the concurrence of the Department Incident Commander, request a specific Operator for assistance. The request shall be routed to the additional Operator through the Department.
 2. There may be times when an Operator, who was not called to a scene, comes upon a collision scene where a vehicle or vehicles are blocking a roadway and a Department officer requests assistance in clearing the roadway. In such a case, the Operator may be requested to move the vehicle to a safe location, as directed by the officer, and leave it. There shall be no charge for this assistance, and the assistance provided shall not change the Operator's place in the rotation.
- E. Only the tow truck personnel and equipment requested shall respond to a Department call. Additional tow truck personnel and equipment shall be at the approval of the Incident Commander. This shall not preclude the Operator from responding to an incident to ascertain if additional assistance or equipment is required. There shall be no additional charge for any personnel or equipment that is not necessary to perform the required service and approved by the Incident Commander.
1. An Operator may dispatch more than one tow truck to a multi-vehicle collision scene in response to a rotation tow call.
- F. If two or more Operators are called to the same incident, distribution of the vehicles shall be at the discretion of the Department Incident Commander.
1. The Department Incident Commander may direct an Operator to move vehicles to help clear a roadway or for lifesaving operations. Operators shall provide the requested assistance.

VII. Business and Storage Facility:

- A. An Operator shall have a business office and storage facility located within the city limits of the City of Roseville. Prior to the execution of this Agreement, the Operator shall furnish the Department the address(es) of all facilities.
1. Operators shall maintain a City business license and comply with all City ordinances and zoning requirements.
 2. Operators shall not share or jointly use with any other towing company doing business within the City any of the following: (i) towing equipment; (ii) personnel; (iii) insurance; or (iv) business license.
 3. No employee of the City shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the City if this provision is violated.

- B. The Operator shall be responsible for the security of vehicles and property at the place of storage. As a minimum, a fenced or enclosed area shall be provided. The Operator is responsible for the reasonable care, custody, and control of any property contained in towed or stored vehicles.
- C. The Operator shall obtain approval from the Department prior to the removal of any property from a stored or impounded vehicle and shall provide a receipt, with a copy placed in the stored vehicle. This requirement to obtain approval from the Department prior to the removal of property may be waived by the Department if it is determined that proper safeguards and procedures are utilized by the Operator.
 - 1. This requirement may not be waived in cases where a vehicle has been impounded for evidence or investigation.
 - 2. Upon approval from the Department, the Operator shall release personal property from a stored or impounded vehicle at the request of the vehicle owner or agent.
 - a. There shall be no charge for the release of personal property during normal business hours. Operators may charge an after-hours release fee for property released after normal business hours, consistent with the after-hours vehicle release provisions.
 - b. Personal property is considered to be items which are not affixed to the vehicle.
 - (1) Personal property includes: papers, transportable cellular telephones, portable radios and/or portable stereo equipment, clothes, luggage, tools, etc.
 - (2) Personal property from a stored vehicle shall be released upon request of the vehicle owner or agent.
 - 3. Cargo shall be released upon demand of the carrier or pursuant to a court order.
- D. The primary storage facility shall normally be at the same location as the business address. If not at the same location, there shall be no charge for any additional distance traveled to and from a secondary location. The vehicle and/or personal property shall be released at the primary storage facility or place of business (when the primary storage facility and place of business are not at the same location) upon request of the owner or a person having a legal entitlement to the vehicle and/or property.
 - 1. The following three requirements constitute a business office for purposes of this Agreement:
 - a. The business office shall be equipped with a telephone with a separate telephone number/line for the towing business.

- b. At least one individual is available to answer the telephone during normal business hours.
 - c. If the business office is not staffed during normal business hours, then an Operator shall respond to the tow yard to release property or a vehicle within 30 minutes of receiving a call from a vehicle owner.
 - d. Vehicle owners shall be able to pay service charges at that location and make arrangements for reclaiming the towed vehicle (i.e., upon leaving the office, the owner can go directly to the tow yard without delay to reclaim their vehicle).
2. Prior to the utilization of new storage facilities that were not listed and approved on the application for rotation tow listing, the Operator shall furnish the address and obtain the Department's approval.
- a. Secondary storage facilities shall be located reasonably close to the main business office and within the city limits.
- E. Tow Operators shall maintain a sufficient number of outside or inside storage spaces to meet the needs of the Department and the public. This includes specifically enough storage for large vehicles such as a recreational vehicle (RV), trailer, etc.
- F. An Operator's place of business shall have a sign that clearly identifies it to the public as a towing service. The sign shall have letters that are clearly visible to the public from the street. The sign shall be visible at night.
- G. Personnel/employees shall be properly trained to conduct business transactions related to towing, storage and release of vehicles/property.
- H. The release of vehicles shall be conducted in accordance with procedures established by the Department. Operators shall comply with the instructions on form CHP 180, issued at the time of the tow.

VIII. Insurance

- A. The Operator shall maintain the following minimum levels of insurance from an insurance carrier admitted in California or admitted in the state in which the Operator's business is located and is authorized to do business in California:
- 1. Minimum Level of Financial Responsibility (as required by Section 34631.5 of the CVC) - Bodily injury and property damage with a combined single limit of not less than \$750,000 for Class A tow trucks. The combined limits for Classes B, C and D shall be not less than \$1,000,000. These minimum standards are to include non-owned and hired auto coverage.
 - 2. Uninsured Motorist - Legal minimum, combined single limit.

3. On-Hook Coverage - Insuring the vehicle in tow with limits based on the size of the tow truck:
 - a. Class A tow truck - \$ 50,000
 - b. Class B tow truck - \$ 75,000
 - c. Class C tow truck - \$ 100,000
 - d. Class D tow truck - \$ 100,000
 4. Garage Liability - Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$500,000.
 5. Garage Keepers Liability - Shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of the Operator in the storage yard.
 6. Workman's Compensation Insurance - Legal minimum requirement.
- B. Proof of insurance shall be in the form of a certificate of insurance acceptable to the city. Policy expiration or cancellation will immediately nullify the Tow Service Agreement. The Operator's insurance policy shall provide for not less than thirty (30) days written notice to the Department in the event the insurance policy is canceled or is due to expire. Additionally, the Operator shall notify the Department in advance of the expiration or cancellation of the Operator's insurance policy.
1. The Operator may be reinstated only after proof of insurance has been presented to the Department and any subsequent disciplinary action for failure to notify the Department of insurance expiration/cancellation has been served.
- C. Those tow truck Operators removing a vehicle from a hazardous materials incident to the nearest reasonable and safe stopping location will be considered to be transporting property subject to normal minimum insurance requirements of Section 34631.5 of the CVC.
- D. Upon request of a customer, an Operator shall provide, in writing, the name, address, phone number and policy number of their insurance provider.
- E. The ultimate responsibility for any damage to the vehicle or property, or the loss of the vehicle or any property contained in the vehicle, while the vehicle and/or property are in the Operator's care and custody, rests with the Operator. The Operator shall reimburse the vehicle or property owner for any loss or damage which has been identified in a Department inventory and is not covered by the Operator's insurance, if required by court order.

IX. Inspections:

- A. The Department shall provide for not less than one (1) annual inspection of all tow trucks and business and storage facilities, at no charge to the Operator. The Department may conduct additional inspections without notice during normal business hours.

1. A tow truck, upon initial inspection or during an enrollment period, will be allowed one follow-up inspection. A tow truck which fails to pass the follow-up inspection will not be approved for use on the Department Rotation Tow List during the term of this Agreement.
 2. The Department may waive the inspection of a tow truck which has been inspected by the CHP and has a current tow truck inspection certificate. To request a waiver, the Operator must submit a copy of the completed CHP inspection form to the Roseville Police Department.
- B. The Operator shall not dispatch a tow truck to a Department call that has not been inspected (by the Department or the CHP) and approved for use by the Department.

X. Business Records:

- A. The Operator shall maintain records of all tow services furnished. The records will be maintained at the Operator's place of business.
1. Invoices shall at a minimum include a description of each vehicle, nature of service, start time, end time, location of call, and itemized costs of towing and storage.
 2. Records for each call shall indicate the tow truck driver's name and truck used.
- B. The Operator shall also maintain business records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, Federal Communications Commission licensing, and non-Department tows.
- C. The Department may inspect all Operator records without notice during normal business hours.
- D. Operators shall permit the Department to make copies of business records at their place of business, or to remove business records for the purpose of reproduction.
1. The Department shall provide a receipt for any (original) records removed from the place of business.
- E. Records shall be maintained and available for inspection for a period of two (2) years plus the current term of this Agreement.
- F. Failure of the Operator to comply with the inspection requirements shall be cause for suspension, if deemed appropriate by the Department.

XI. Financial Interest:

- A. No Operator or applicant shall be directly involved in the towing related business of any other Operator or applicant within the City of Roseville. "Directly involved" shall mean anything in common between Operators or applicants with regards to any of the following: 1) business licenses; 2) insurance; 3) tow truck or equipment ownership; and 4) employees.
- B. Storage facilities owned by an Operator, and shared with another Operator, shall only be approved if the owner/Operator charges for the space exclusively on a flat monthly rate rather than a vehicle-by-vehicle basis, or combination thereof.
 - 1. Facilities shared by Operators shall be physically separated and secured from each other.
- C. The sale or transfer of the controlling interest in a company shall immediately terminate an Agreement. The new owner may apply for a rotation tow listing at any time during the remainder of the current Agreement term, regardless of the Department's enrollment period.
 - 1. Employees may work for more than one Operator, however, the specific hours of employment with each Operator shall be indicated in the list of employees.
 - a. These employees shall be approved in advance by the Department.
- D. A terminated or suspended Operator and/or the tow business owner at the time of the suspension or termination (as defined in Attachment A) shall not be eligible for a rotation listing for the duration of the suspension or termination.
 - 1. This provision applies to the Operator working in any capacity within any tow business, or operating any tow business, and to the tow business, even if operated under new ownership.
- E. Any violation of this element is cause for suspension, if deemed appropriate by the Department.

XII. Meetings:

- A. The Department shall conduct a meeting to discuss issues concerning the tow rotation. All meetings shall be mandatory for the Operator or Operator's designee wishing to remain on rotation. The Department shall give the Operator fifteen (15) days written notice (as defined in Attachment A) of these meetings.

XIII. Demeanor and Conduct:

- A. While involved in Department rotation tow operations or related business, the tow Operator and/or employees shall refrain from any acts of misconduct including, but not be limited to, any of the following:

1. Rude or discourteous behavior.
 2. Lack of service, selective service, or refusal to provide service which the Operator is/should be capable of performing.
 3. Any act of sexual harassment or sexual impropriety.
 4. Unsafe driving practices.
 5. Exhibiting any objective symptoms of alcohol and/or drug use.
 6. Appearing at the scene of a Department rotation tow call with the odor of an alcoholic beverage emitting from the driver's or employee's breath.
 - a. The Operator/tow truck driver shall submit to a preliminary alcohol screening test upon demand of the Department.
- B. All Department related tow service complaints received by the Department against a tow Operator or tow Operator's employees will be accepted and investigated in a fair and impartial manner. As a result of the investigation, the Department may initiate disciplinary action as deemed appropriate. In any event, the Operator will be notified of the results of any investigation.
- C. Should the filing of criminal charges be a possibility, the Department will conduct the investigation to conclusion or assist the lead investigating agency and, if warranted, request prosecution.
- D. Any violation of this element is cause for suspension, if deemed appropriate by the Department.

XIV. Compliance with Law:

- A. The tow Operator and employees shall, at all times, comply with federal, state and local laws and ordinances, which include, but are not limited to, those laws which are applicable to the Operator.
1. In the event of a minor traffic violation by the tow truck driver which is known by the Department, the Operator shall be advised of the violation by the Department. The Operator will be granted the opportunity to take necessary steps to ensure that the driver complies with the law. Any subsequent traffic violations may be cause for disciplinary action against the Operator and/or the involved employees.
 - a. Any flagrant traffic violation may be cause for immediate disciplinary action against the Operator and/or the involved employees.
 2. The provisions contained in this element do not preclude the Department from taking appropriate enforcement or administrative action for any violations of law.

- B. Any conviction of the Operator involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, crimes of violence, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug while involved in a Department rotation tow call, or moral turpitude shall be cause for denial of application or termination of the Agreement.
- C. Any conviction of an Operator's employee involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, crimes of violence, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving under the influence of alcohol and/or a drug while involved in a Department rotation tow call, or moral turpitude shall be cause for the removal of the employee from the list of current Department rotation tow truck drivers.
- D. An Operator, or employee, arrested/charged for a violation involving any of the above crimes may be suspended until the case is adjudicated.

XV. Compliance with Agreement:

- A. The Operator agrees, that as a condition of inclusion on the rotation tow list, to comply with the terms and conditions of this Tow Service Agreement. Furthermore, the Operator agrees that failure by the Operator or the Operator's agent to comply with these terms or conditions shall be cause for written reprimand (as defined in Attachment A), suspension, or termination from the Department's rotation tow list. Alleged violations of the Tow Service Agreement will be investigated by the Department. The Operator will be notified of the Department's findings within thirty (30) calendar days of the conclusion of the investigation.

XVI. Disciplinary Action:

- A. The Department shall take disciplinary action against Operators for violations investigated and confirmed or sustained.
 - 1. The Department shall retain discretion regarding the length of any suspension imposed pursuant to the terms and conditions of this Agreement.
- B. Records of violations shall be retained by the Department for at least thirty-six (36) months.
- C. A violation of the equipment requirements related to safety shall be cause for immediate suspension. The period of the suspension shall be determined by the Department. The suspension shall remain in effect until the period of suspension is completed and the Department has conducted an inspection and found that the Operator is in compliance.
- D. A violation of the gross vehicle weight rating ("GVWR") and safe loading requirements of a tow truck may cause for immediate suspension. This includes exceeding the tow

truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining fifty percent (50%) of the tow truck's unladen front axle weight on the front axle when in tow.

- E. A violation of overcharging or a pattern of overcharging shall be cause for suspension. The period of the suspension shall be determined by the Department. The suspension will remain in effect until the period of suspension is completed and the Operator has presented proof to the Department that reimbursement has been made to the aggrieved customer.
- F. Failure of the Operator to satisfy a court order mandating reimbursement to the vehicle or property owner for the damage or loss which occurred while the vehicle was in the Operator's custody will result in a suspension. The period of suspension shall be determined by the Department. The suspension will remain in effect until the period of suspension is completed and the Operator has presented proof of the reimbursement.
- G. Failure of the Operator to comply with the inspection requirements of this Agreement will result in a suspension. The period of the suspension shall be determined by the Department. The suspension shall remain in effect until the period of suspension is completed and the Operator has complied with the inspection requirement.
- H. Operators will not send tow truck drivers on Department calls unless the drivers have completed a certified tow truck driver training course. Failure of the Operator to comply with this requirement will result in a suspension. The period of suspension will be determined by the Department.
- I. Failure of the Operator to maintain the minimum insurance requirements set forth in the Agreement will immediately nullify the Agreement and is deemed to be a major violation of the Agreement.
 - 1. The Operator shall be subject to additional suspension for failure to notify the Department in advance of the insurance policy expiration or cancellation.
- J. Failure of the Operator or employee to comply with Element XIII, Demeanor and Conduct, and/or Element XIV, Compliance with Law, may be cause for suspension if deemed appropriate by the Department.
 - 1. Minor traffic violations may be considered minor violations of the Agreement.
 - 2. A tow truck driver, not under the immediate observations of the Operator, while on-duty and driving a tow truck, who is arrested and subsequently convicted for misdemeanor driving under the influence of alcohol and/or drugs, will be subject to suspension from participating as a tow truck driver under the provisions of this Agreement. The length of suspension will be at the Department's discretion.
- K. If the Operator is serving a suspension for one year or more, the Operator shall be required to comply with all terms and conditions of the current Agreement at the time of the reinstatement. There will be no approval of equipment that is not in compliance with

the equipment specifications contained in the Agreement at the time of reinstatement. Elements of this Agreement which are commonly referred to as "grandfather clauses" shall no longer apply to the Operator who is suspended for one year or more.

- L. **Major Violations.** Violations of the terms and conditions of the Agreement that are subject to suspension for the first violation are categorized as major violations. Any subsequent or continuing major violations may be cause for termination.
1. When considering punitive action for a major violation of the TSA, the Department may take into consideration all major and minor violations that occurred within thirty-six (36) months prior to the date of the current violation.
 2. Termination shall be invoked if, in the Department's judgment, continued participation in the Rotation Tow Program by the affected tow Operator may result in a hazard to public safety and/or welfare, or the Operator has been convicted of a crime listed in Element XIV-B.
 2. In lieu of termination, the Department may impose additional suspensions for longer periods, if deemed appropriate.
- M. **Minor Violations.** Except as specifically stated in the Agreement, minor violations of the terms and conditions of the Agreement may be cause for disciplinary action in the following manner:
1. 1st violation within a 12 month period - letter of written reprimand.
 2. 2nd violation within a 12 month period - up to 30 day suspension.
 3. 3rd violation within a 12 month period - 60 to 90 day suspension.
 4. 4th violation within a 12 month period - termination of the Agreement.
 - a. In lieu of termination, the Department may impose additional suspensions for longer periods, if deemed appropriate by the Department.
- N. Nothing herein shall be deemed to prohibit the Department from immediately suspending any Operator or employee whose conduct, in the opinion of the Department, is deemed to be a danger to the motoring public or who has engaged in conduct constituting a flagrant violation of this Agreement.

XVII. HEARING/APPEAL:

- A. In the event the Department serves the Operator with a written reprimand, suspension, or termination, the Operator may request a hearing within seven (7) calendar days by submitting a request in writing to the Department's Administrative Services Commander. If a hearing is requested, it shall be held as soon as practicable. The purpose of the hearing shall be to review all facts of the case and to determine if the

facts support the allegations and/or the prescribed level of disciplinary action. The hearing shall be conducted by the Administrative Services Commander or designee and the Operator shall be entitled to present all relevant facts and circumstances in support of the Operator's position. The Operator shall be further entitled to present testimony of at least one representative (as defined in Attachment A) of a tow truck association or other qualified person. The Operator shall be notified in writing of the decision of the Administrative Services Commander, within ten (10) business days of the date of the hearing.

B. Following a hearing, if the Operator is dissatisfied with the Administrative Services Commander's decision, the Operator may request an appeal (as defined in Attachment A) by submitting a request in writing to the Chief of Police within seven (7) calendar days. If an appeal is requested, it shall be held as soon as practicable. The appeal shall be conducted by the Chief of Police or designee. The Operator shall have the same rights as those provided at the hearing level. The Operator shall be notified in writing of the decision of the Chief of Police within ten (10) business days of the date of appeal. The Chief's decision shall be final and not subject to further administrative appeal.

C. A suspension or termination shall not take effect until the hearing and appeal process has been exhausted, with the exception of Operators whose conduct is deemed to be a danger to the motoring public or whose conduct grossly violates the terms and conditions of this Agreement. If an Operator fails to request a hearing or appeal within the specified time or fails to appear at a scheduled hearing or appeal, the action taken by the Administrative Services Commander shall be final and the suspension or termination shall take effect upon written notification to the Operator by the Department.

XVIII. Advertising:

A. The Operator shall not display any sign or engage any advertisement indicating an official or unofficial connection with the Department or the Department of Motor Vehicles.

1. Examples include, "Official Police Tow," "Approved by Roseville Police Department," "Roseville P.D. Rotation Tow," etc.

2. This will not preclude the Department from implementing a system to mark and identify particular tow trucks as having passed the CHP/Department inspection.

B. Any violation of this element is cause for suspension. At a minimum, the suspension should be for the duration of the advertisement.

XIX. Cancellation:

A. This Agreement may be cancelled by either party by giving written notice to the other party.

XX. Approval Specifications:

A. Geographical Area - The city limits of the City of Roseville.

B. Approved Rates:

	Class A	Class B	Class C	Class D
Approved Rate, Hourly	_____	_____	_____	_____
Approved Rate, Outside Storage	_____	_____	_____	_____
Approved Rate, Inside Storage	_____	_____	_____	_____
Approved Rate, Service Call	_____	_____	_____	_____
Approved Rate, Contract Labor	_____	_____	_____	_____
Approved Rate, Applicable Equipment				

Equipment Description

1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

C. Personal Property Removal Reporting Procedure Exempted Under Element VII?
YES / NO

D. Additional waiver of requirements: (Department may attach any applicable waiver of requirements).

E. The term of this Agreement shall be for two (2) years, commencing on the date it is executed by the City.

F. DEPARTMENT Approval:

ROSEVILLE POLICE DEPARTMENT

Signature - Chief of Police or Designee

Typed Name and Title

Date

G. OPERATOR APPROVAL:

I certify that I have read and understand this Tow Service Agreement and agree to abide by all of the provisions. I further agree to indemnify, defend and save and hold harmless the City of Roseville, its officers, agents, volunteers and employees from any and all claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property resulting from the Operator or its agent'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 Operator. The parties intend that this provision shall be broadly construed. The Operator'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 Operator, and the agents and employees of the Operator, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the City of Roseville.

Signature - OPERATOR

Typed Name and Title

Company Name

Date

ATTACHMENT A

DEFINITIONS

AGREEMENT:

For purposes of this document, Agreement and Tow Service Agreement are synonymous.

APPEAL:

The final level of review for written reprimands, suspensions, or terminations. An informal review conducted by the Chief of Police or his/her designee at which an Operator may present evidence or witnesses to show that an action taken by the Department was improper, or to mitigate the action taken.

AWR:

Axle Weight Rating

BASE SERVICES:

Any service or tow which is performed when the vehicle Operator or agent is present and the vehicle is not stored at the direction of an officer.

CHP:

The Department of the California Highway Patrol.

CITY:

The City of Roseville, California.

COLLUSION:

An agreement between two or more persons to defraud a person(s) or to obtain an object forbidden by law; conspiracy. It implies existence of fraud of some kind; the employment of fraudulent means or lawful means for the accomplishment of an unlawful purpose.

CVC:

California Vehicle Code

DEPARTMENT:

The City of Roseville Police Department.

(Rev. 02/26/21 SB)

ENROLLMENT PERIOD:

The period of time when a tow company may submit an application for inclusion on the Department's Rotation Tow List. The enrollment period will be open at least 30 days a year and is determined by the Department.

GWR:

Gross Vehicle Weight Rating.

HEARING:

The first level of review for written reprimands, suspensions, or terminations. An informal process in which an Operator may present evidence or witnesses, which would show that an action taken by the Department was improper, or to mitigate the action taken. The review will be conducted by the Department's Administrative Services Commander, or his/her designee.

INCIDENT COMMANDER:

A representative from the Law Enforcement Agency who has scene management responsibilities.

LOAD SALVAGE OPERATIONS:

Any operation involving the recovery of a load which has been spilled, or the off-loading and reloading of a load from an overturned vehicle performed in order to upright the vehicle. This will usually be limited to operations involving Class B, C, and D tow trucks.

MAY:

"May" is permissive.

MORAL TURPITUDE:

"[G]ross violation of standards of moral conduct, vileness. An act involving moral turpitude is considered intentionally evil, making the act a crime. The existence of moral turpitude can bring a more severe criminal charge or penalty for a criminal defendant," <http://dictionary.law.com> (last visited February 26, 2015).

NORMAL BUSINESS HOURS:

For purposes of this document, "Normal Business Hours" shall be not less than 8 a.m. to 5 p.m., Monday through Friday, except for state recognized holidays.

NOTICE:

All notices relating to this Agreement shall be in writing and delivered to the other party in person, via FAX, or by U.S. mail.

OPERATOR:

(Rev. 02/26/21 SB)

A tow service which has been issued a Letter of Authorization, has signed the Tow Service Agreement, and is approved to receive Department referred calls. The term "Operator" refers to the company, its owner(s), and its manager(s), who have authority to enter into an Agreement with the Department for towing services and/or to conduct business in accordance with the terms of this Agreement, as well as its agents and employees.

PARTY OF INTEREST:

Refers to the registered owner of the vehicle, or the owner's agent. An agent is a party who may lawfully act on behalf of the registered or legal owner of the vehicle.

PORTAL TO PORTAL:

Service shall start at the time of departure from the place of business or point of dispatch, whichever is closer to the location of the call, and shall end at the estimated time of return to the place of business or the completion of the call, if another call is pending, whichever is shorter. Return to place of business includes a reasonable and verifiable amount of time required to place the tow truck back into service when unusual circumstances require additional time that is not part of the normal operating procedures.

(Examples: 1) 4 X 4 recovery in the mud: Reasonable to charge for cleaning mud from the truck and equipment; 2) burned car on a car carrier: Reasonable to charge for cleaning burn debris from carrier bed; 3) car towed from side of road on misty night and leaves mud track on bed of carrier: not reasonable to charge for cleaning of carrier bed.) For the purpose of this agreement, "Portal to Portal" shall also mean "Portal to End of Service."

POSSESSION:

Pursuant to Section 3068.1 of the Civil Code, possession is deemed to arise when the vehicle is removed and is in transit, or when vehicle recovery operations or load salvage operations have begun.

PUBLIC SAFETY RESPONSE:

A response which results in a storage of a vehicle at the direction of a Department officer. This does not include a storage at the request of the vehicle Operator, registered owner, or agent thereof.

RESPONSE TIME:

The period of time from an Operator's notification by the Department's Communications Center of a call to the arrival of the tow truck at the location requested.

RETAIL RATE:

The usual customary retail rate charged by an Operator to individual retail customers is the competitive hourly rate a company has posted in the office and quotes over the phone.

(Rev. 02/26/21 SB)

ROTATION TOW BUSINESS:

A rotation tow business shall be sufficiently staffed to allow customers to talk face-to-face with a tow company's owner or agent to conduct the customer's business transactions during the Department approved business hours. The business shall be conveniently located within the City and available to the motoring public.

SERVICE CALL RATE:

The maximum rate which may be charged to the registered owner/agent of a vehicle which requires service to put the vehicle back into operation, (i.e., out of gas, change a flat tire, etc.) and the vehicle's owner/agent is able to pay the Operator for the services upon completion of the call. This rate shall be consistent with rates charged for similar services.

SHALL:

"Shall" is mandatory.

SUSPENSION:

Removal of an Operator from the Department's rotation tow list for a specified period of time. Suspensions may be for periods longer than the current term of the Agreement.

TERMINATION:

Permanent removal of a tow Operator from the Department's rotation tow list for the remainder of the term of the Tow Service Agreement and disqualification from any further participation in the Department's Rotation Tow Program.

TOW TRUCK:

A tow truck is defined in Section 615 of the CVC. Also includes slide-back carriers and wheel lift vehicles.

TOW SERVICE AGREEMENT (TSA):

A document which sets forth the terms and conditions of an Agreement between the Operator and the Department. For purposes of this document, the Agreement also means the "TSA".

VEHICLE RECOVERY OPERATION:

An operation involving the process of up righting an overturned vehicle or returning a vehicle to a normal position on the roadway which requires the use of auxiliary equipment due to the size or location of the vehicle. This will usually be limited to operations requiring a Class B, C or D tow truck.

WAIVER OF REQUIREMENTS:

(Rev. 02/26/21 SB)

Provides for temporary relief from selected terms and conditions of the Tow Service Agreement.

WRITTEN REPRIMAND:

A written notice to an Operator which specifies any violation of the Tow Service Agreement, orders corrective action, and warns of further action to be taken if corrective action is not taken.

ATTACHMENT B

APPLICANT'S INSTRUCTIONS FOR COMPLETING THE RPD FORM 73.I. GENERAL INFORMATION:

A. The following instructions are being provided to assist you in the accurate completion of the necessary forms. ***Please be sure to sign and date the application form as indicated.***

1. You should thoroughly read and understand the Tow Service Agreement prior to submitting your application.
2. Please be sure to sign and date the application form (RPD 73) as indicated.
3. After completing the application form, submit the following with the completed application:
 - a. Completed Element XX (Pages 21 and 22) ***(return one copy of page 21 and both signed copies of page 23)***
 - b. A copy of your current, valid City of Roseville business license.
 - c. Signed and dated vehicle inspection forms for each vehicle to be used for rotation tows. (If inspected by the CHP within the past nine (9) months, a copy of the CHP inspection report should be submitted.) A second inspection will also need to be completed during the second year of the contract.
 - d. A current, dated rate schedule.
 - e. A list of drivers with information specified in Element III.
 - f. A current copy of your DMV Motor Carrier Permit.
4. Submit the application to the Roseville Police Department at the address below. All TSA applications submitted through the mail shall be sent by certified mail, with return receipt requested. The return receipt shall be presented to the Department as proof that the application was mailed to the Department. All applications and attachments must be received by **April 30, 2023**. Return the application and required attachments to:

Roseville Police Department
Attn: Traffic Division Lieutenant
1051 Junction Boulevard
Roseville, California 95678-7191

Applications received after April 30, 2023 will be rejected. No exceptions.

5. **Submit all required certificates of insurance (as specified in Element VIII), in a separate envelope, addressed to:**

(Rev. 02/26/21 SB)

City of Roseville
Risk Management Division
311 Vernon Street
Roseville, CA 95678

6. If your company receives preliminary approval, an inspection of your facilities and equipment will be scheduled, if necessary. (If you also tow for the CHP, we will accept a copy of the CHP's inspection of your truck(s) if conducted within the past nine (9) months.) A second inspection will also need to be completed during the second year of the contract.
7. Upon final approval, one copy the completed Element XX (page 22) will be signed and returned to you.

II. SPECIFIC INSTRUCTIONS FOR FORMS PREPARATION:

- A. Application for Rotation Tow Listing (RPD 73). Complete and sign. All information on the RPD 73 must be complete. ***Incomplete applications will not be accepted and shall be grounds for immediate disqualification in the TSA process.*** Any misrepresentation on the application may be grounds for criminal and/or disciplinary action. Disciplinary action may include disqualification, written reprimands, suspension from the rotation, and/or removal from the rotation.
 1. **Business Name and Mailing Address** - as it appears on your business license.
 2. **Daytime Telephone Number** - Telephone number for the dispatch of tow services.
 3. **Nighttime Telephone Number** - Telephone number for nighttime/holiday dispatch of tow services. If the daytime number is 24 hours a day, leave night phone blank.
 4. **Business address**, if different than mailing address.
 5. List any automobile club affiliations (i.e., AAA, National, etc.).
 6. Do you provide towing services 24 hours-a-day? (Yes or No)
 7. How many years have you been in the towing business?
 8. Have you or anyone with financial interest ever been convicted of a crime involving stolen or embezzled vehicles, fraud related to the towing business, stolen or embezzled property, crimes of violence, drug related offenses, DUI offenses as specified, or moral turpitude? (Yes or No)
 9. Check the class(es) and note the number of each class of truck that you operate.
 10. Are any of your Class A tow trucks a car carrier? (Yes or No)

11. List your primary storage address and whether it is owned, leased, or rented.
- 12/13. List any secondary storage addresses and whether they are owned, leased or rented.
14. Are all the storage yards fenced? (Yes or No)
15. How many outside storage spaces are available?
16. Is inside storage available? (Yes or No)
17. How many inside storage spaces are available?
18. List all legal owner(s). If the owner is a firm, company, association or corporation, list all persons having financial interest.
19. Do you or any legal owner of your tow company have any financial interest in any other tow company within the City of Roseville? (Yes or No)
20. Do you have any family members who own or have financial interest in any other tow company within the City of Roseville? (Yes or No) (Family members are any person or persons related by blood or marriage.)
21. Do you share any facilities with any other tow company? (Yes or No)
22. A "yes" answer to 19, 20, or 21 shall be explained in the remarks section by listing the name of the tow company.
23. Accurately list the maximum hourly rate to be charged on Department calls for each tow truck class for which you are applying.
24. List the outside storage rate for each tow truck class for which you are applying.
25. List the inside storage rate for each tow truck class for which you are applying.
26. List the service call rate for each tow truck class for which you are applying.
27. List the contract labor rate for each tow truck class for which you are applying.
28. List the rate(s) for auxiliary equipment for each class for which you are applying.
29. Are you capable of towing Class A recreational vehicles (RVs)? (Yes or No)
30. Are you capable of towing Class B recreational vehicles (RVs)? (Yes or No)
31. Are you capable of towing Class C recreational vehicles (RVs)? (Yes or No)

32. Do you have storage space spaces for a recreational vehicle (RV)? (Yes or No)
33. List any comments or additional information, such as an explanation of any "Yes" response to questions 19, 20 and/or 21.
34. Read the statement and sign and date the application. Include the name and title of the person signing the application.

XX. Approval Specifications:

A. Geographical Area - The city limits of the City of Roseville.

B. Approved Rates:

	Class A	Class B	Class C	Class D
Approved Rate, Hourly	<u>280.00</u>	_____	_____	_____
Approved Rate, Outside Storage	<u>70.00</u>	_____	_____	_____
Approved Rate, Inside Storage	<u>70.00</u>	_____	_____	_____
Approved Rate, Service Call	<u>140.00</u>	_____	_____	_____
Approved Rate, Contract Labor	<u>25.00</u>	_____	_____	_____
Approved Rate, Applicable Equipment				

Equipment Description

1. <u>2023 International</u>	<u>26,000 GVWR</u>	<u>Flatbed</u>
2. <u>2021 International</u>	<u>26,000 GVWR</u>	<u>Flatbed</u>
3. <u>2016 Peterbilt</u>	<u>26,000 GVWR</u>	<u>Flatbed</u>
4. <u>2022 Dodge Ram</u>	<u>20,000 GVWR</u>	<u>Wheel Lift</u>

C. Personal Property Removal Reporting Procedure Exempted Under Element VII?
YES / NO

D. Additional waiver of requirements: (Department may attach any applicable waiver of requirements).

E. The term of this Agreement shall be for two (2) years, commencing on the date it is executed by the City.

F. DEPARTMENT Approval:

ROSEVILLE POLICE DEPARTMENT

Signature - Chief of Police or Designee

Typed Name and Title

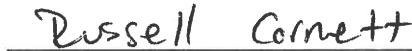
Date

G. OPERATOR APPROVAL:

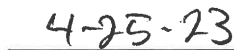
I certify that I have read and understand this Tow Service Agreement and agree to abide by all of the provisions. I further agree to indemnify, defend and save and hold harmless the City of Roseville, its officers, agents, volunteers and employees from any and all claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property resulting from the Operator or its agent'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 Operator. The parties intend that this provision shall be broadly construed. The Operator'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 Operator, and the agents and employees of the Operator, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the City of Roseville.



Signature - OPERATOR

Typed Name and Title

Company Name

Date

F. DEPARTMENT Approval:

ROSEVILLE POLICE DEPARTMENT

Signature - Chief of Police or Designee

Typed Name and Title

Date

G. OPERATOR APPROVAL:

I certify that I have read and understand this Tow Service Agreement and agree to abide by all of the provisions. I further agree to indemnify, defend and save and hold harmless the City of Roseville, its officers, agents, volunteers and employees from any and all claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property resulting from the Operator or its agent'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 Operator. The parties intend that this provision shall be broadly construed. The Operator'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 Operator, and the agents and employees of the Operator, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the City of Roseville.

Russell Cornett
Signature - OPERATOR

Russell Cornett
Typed Name and Title

Ace in the Hole Towing
Company Name

4-25-23
Date

XX. Approval Specifications:

A. Geographical Area - The city limits of the City of Roseville.

B. Approved Rates:

	Class A	Class B	Class C	Class D
Approved Rate, Hourly	<u>\$295 PM</u>	_____	_____	_____
Approved Rate, Outside Storage	<u>\$80 PD</u>	_____	_____	_____
Approved Rate, Inside Storage	<u>\$80 PD</u>	_____	_____	_____
Approved Rate, Service Call	<u>\$220</u>	_____	_____	_____
Approved Rate, Contract Labor	<u>10%</u>	_____	_____	_____
Approved Rate, Applicable Equipment				

Equipment Description

1. <u>Off-Road Recovery</u>	<u>\$295 PM</u>	_____	_____
2. <u>Forklift Service</u>	<u>\$295 PM</u>	_____	_____
3. <u>Motorcycle Transport</u>	<u>\$295 PM</u>	_____	_____
4. _____	_____	_____	_____

C. Personal Property Removal Reporting Procedure Exempted Under Element VII?

YES ☒ NO

D. Additional waiver of requirements: (Department may attach any applicable waiver of requirements).

E. The term of this Agreement shall be for two (2) years, commencing on the date it is executed by the City.

F. DEPARTMENT Approval:

ROSEVILLE POLICE DEPARTMENT

Signature - Chief of Police or Designee

Typed Name and Title

Date

G. OPERATOR APPROVAL:

I certify that I have read and understand this Tow Service Agreement and agree to abide by all of the provisions. I further agree to indemnify, defend and save and hold harmless the City of Roseville, its officers, agents, volunteers and employees from any and all claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property resulting from the Operator or its agent'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 Operator. The parties intend that this provision shall be broadly construed. The Operator'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 Operator, and the agents and employees of the Operator, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the City of Roseville.



Signature - OPERATOR

Brian V Benedyuk, CEO
Typed Name and Title

Anderson Tow Service
Company Name

5/1/23
Date

XX. Approval Specifications:

A. Geographical Area - The city limits of the City of Roseville.

B. Approved Rates:

	Class A	Class B	Class C	Class D
Approved Rate, Hourly	<u>300.00</u>	<u>400.00</u>	<u>450.00</u>	_____
Approved Rate, Outside Storage	<u>75.00</u>	<u>90.00</u>	<u>100.00</u>	_____
Approved Rate, Inside Storage	<u>90.00</u>	<u>N/A</u>	<u>N/A</u>	_____
Approved Rate, Service Call	<u>300.00/hr</u>	<u>400.00/hr</u>	<u>450.00/hr.</u>	_____
Approved Rate, Contract Labor	<u>150.00/hr</u>	<u>150.00/hr</u>	<u>200.00/hr.</u>	_____
Approved Rate, Applicable Equipment				

Equipment Description

1. <u>See Attached Truck List.</u>	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

C. Personal Property Removal Reporting Procedure Exempted Under Element VII?
YES / NO

D. Additional waiver of requirements: (Department may attach any applicable waiver of requirements).

E. The term of this Agreement shall be for two (2) years, commencing on the date it is executed by the City.

F. DEPARTMENT Approval:

ROSEVILLE POLICE DEPARTMENT

Signature - Chief of Police or Designee

Typed Name and Title

Date

G. OPERATOR APPROVAL:

I certify that I have read and understand this Tow Service Agreement and agree to abide by all of the provisions. I further agree to indemnify, defend and save and hold harmless the City of Roseville, its officers, agents, volunteers and employees from any and all claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property resulting from the Operator or its agent'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 Operator. The parties intend that this provision shall be broadly construed. The Operator'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 Operator, and the agents and employees of the Operator, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the City of Roseville.

Richard Wayne Keller
Signature - OPERATOR

Richard Wayne Keller (Trust Protector)
Typed Name and Title

Classic Tow, A company in Trust
Company Name

4/27/23
Date



XX. Approval Specifications:

A. Geographical Area - The city limits of the City of Roseville.

B. Approved Rates:

	Class A	Class B	Class C	Class D
Approved Rate, Hourly	<u>300</u>	<u>445</u>	<u>522</u>	<u>577</u>
Approved Rate, Outside Storage	<u>80⁻</u>	<u>105⁻</u>	<u>130⁻</u>	<u>130⁻</u>
Approved Rate, Inside Storage	_____	_____	_____	_____
Approved Rate, Service Call	_____	_____	_____	_____
Approved Rate, Contract Labor	_____	_____	_____	_____
Approved Rate, Applicable Equipment				

Equipment Description

1. <u>Rotator</u>	_____	_____	_____	<u>1045</u>
2. <u>landoll</u>	_____	_____	_____	<u>550</u>
3. <u>air cushions</u>	_____	_____	_____	<u>1200⁻</u>
4. _____	_____	_____	_____	_____

C. Personal Property Removal Reporting Procedure Exempted Under Element VII?
YES / NO

D. Additional waiver of requirements: (Department may attach any applicable waiver of requirements).

E. The term of this Agreement shall be for two (2) years, commencing on the date it is executed by the City.

F. DEPARTMENT Approval:

ROSEVILLE POLICE DEPARTMENT

Signature - Chief of Police or Designee

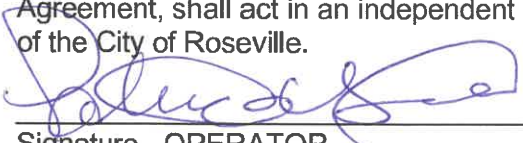
Typed Name and Title

Date

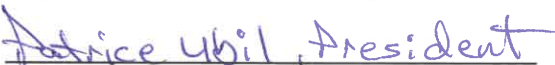
G. OPERATOR APPROVAL:

I certify that I have read and understand this Tow Service Agreement and agree to abide by all of the provisions. I further agree to indemnify, defend and save and hold harmless the City of Roseville, its officers, agents, volunteers and employees from any and all claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property resulting from the Operator or its agent'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 Operator. The parties intend that this provision shall be broadly construed. The Operator'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.

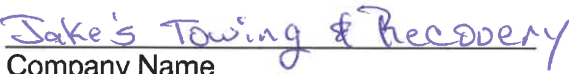
The Operator, and the agents and employees of the Operator, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the City of Roseville.



Signature - OPERATOR



Typed Name and Title



Company Name



Date

XX. Approval Specifications:

A. Geographical Area - The city limits of the City of Roseville.

B. Approved Rates:

	Class A	Class B	Class C	Class D
Approved Rate, Hourly	<u>340</u>	_____	_____	_____
Approved Rate, Outside Storage	<u>80</u>	_____	_____	_____
Approved Rate, Inside Storage	<u>90</u>	_____	_____	_____
Approved Rate, Service Call	<u>170</u>	_____	_____	_____
Approved Rate, Contract Labor	_____	_____	_____	_____
Approved Rate, Applicable Equipment				

Equipment Description

1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

C. Personal Property Removal Reporting Procedure Exempted Under Element VII?
YES / NO

D. Additional waiver of requirements: (Department may attach any applicable waiver of requirements).

E. The term of this Agreement shall be for two (2) years, commencing on the date it is executed by the City.

F. DEPARTMENT Approval:

ROSEVILLE POLICE DEPARTMENT

Signature - Chief of Police or Designee

Typed Name and Title

Date

G. OPERATOR APPROVAL:

I certify that I have read and understand this Tow Service Agreement and agree to abide by all of the provisions. I further agree to indemnify, defend and save and hold harmless the City of Roseville, its officers, agents, volunteers and employees from any and all claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property resulting from the Operator or its agent'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 Operator. The parties intend that this provision shall be broadly construed. The Operator'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 Operator, and the agents and employees of the Operator, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the City of Roseville.

Signature - OPERATOR

Typed Name and Title

Neighborhood Enterprise
Towing & Storage

Company Name

Date

XX. Approval Specifications:

A. Geographical Area - The city limits of the City of Roseville.

B. Approved Rates:

	Class A	Class B	Class C	Class D
Approved Rate, Hourly	<u>300⁻</u>	_____	_____	_____
Approved Rate, Outside Storage	<u>80⁻</u>	_____	_____	_____
Approved Rate, Inside Storage	<u>N/A</u>	_____	_____	_____
Approved Rate, Service Call	<u>150⁻</u>	_____	_____	_____
Approved Rate, Contract Labor	<u>80⁻</u>	_____	_____	_____
Approved Rate, Applicable Equipment				

Equipment Description

1.	<u>3 Wreckers</u>	<u>A</u>	_____	_____
2.	<u>7 Flatbeds</u>	<u>A</u>	_____	_____
3.	_____	_____	_____	_____
4.	<u>See attached Reg for Truck info</u>	_____	_____	_____

C. Personal Property Removal Reporting Procedure Exempted Under Element VII?
YES ☒ NO

D. Additional waiver of requirements: (Department may attach any applicable waiver of requirements).

E. The term of this Agreement shall be for two (2) years, commencing on the date it is executed by the City.

F. DEPARTMENT Approval:

ROSEVILLE POLICE DEPARTMENT

Signature - Chief of Police or Designee

Typed Name and Title

Date

G. OPERATOR APPROVAL:

I certify that I have read and understand this Tow Service Agreement and agree to abide by all of the provisions. I further agree to indemnify, defend and save and hold harmless the City of Roseville, its officers, agents, volunteers and employees from any and all claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property resulting from the Operator or its agent'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 Operator. The parties intend that this provision shall be broadly construed. The Operator'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 Operator, and the agents and employees of the Operator, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the City of Roseville.



Signature - OPERATOR

Lee Pearce Gm
Typed Name and Title

LO's Towing
Company Name

4/12/2023
Date



COUNCIL COMMUNICATION

CC #: 2801

File #: 0709

Title: Prohousing Incentive Pilot Program - Funding Reservation

Contact: Trisha Isom 916-746-1239 tisom@roseville.ca.us
Sara Thornton 916-774-5295 srthornton@roseville.ca.us

Meeting Date: 6/21/2023

Item #: 7.15.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to reserve \$1,550,000 in Prohousing Incentive Pilot Program funding for the Mercy Housing Pleasant Grove Apartments project.

BACKGROUND

The California Housing and Community Development Department (HCD) released a Notice of Funding Availability (NOFA) for approximately \$25 million in funds for the Prohousing Incentive Pilot Program (PIP) on December 15, 2022. The PIP Program complements the Prohousing Designation Program and is designed to encourage cities and counties to obtain the Prohousing Designation. The new program is funded through Chapter 364, Statutes of 2017 (SB 2, Atkins), which established the Building Homes and Jobs Trust Fund. The PIP Program awards funds based on jurisdiction size and Prohousing Designation Program score. Eligible activities include predevelopment, development, acquisition, rehabilitation and preservation of multifamily rental housing for low-income households.

City Council authorized staff to complete and submit an application for PIP funds in December 2022. The Housing Division submitted an application to HCD for the maximum funding award in the amount of \$1,610,000. The Housing Division released a Notice of Funding Availability in February of 2023 which included the contingent PIP funds, specifically to address predevelopment costs for affordable housing projects. Mercy Housing was the only developer that applied for predevelopment funds and requested \$1,550,000 for their 98-unit Pleasant Grove Apartments project.

City Council approved an amended reservation of funds totaling \$6 million in Local Housing Trust Funds for the Mercy Housing project on May 17, 2023. Shortly thereafter, the City received notification of an award of PIP funds for the full \$1,610,000. The additional PIP funding will allow the Mercy Housing project to be more competitive and demonstrate a commitment of local funds that is necessary to support the project in qualifying for additional state and federal affordable

housing funds. If the new reservation is 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

PIP funding is provided as a state grant to the City. These grants are used to offset potential costs to the General Fund, while serving the low-income community and supporting the development of affordable housing. The recommended action does not impact the City's General Fund.

ENVIRONMENTAL REVIEW

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

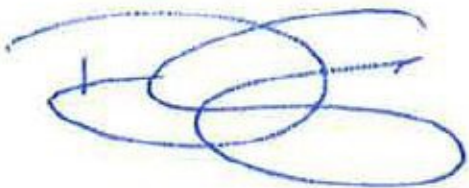
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Trisha Isom, Housing Manager

Melissa Anguiano, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-282

RESOLUTION NO. 23-282

RESERVING PROHOUSING INCENTIVE PILOT PROGRAM FUNDS FOR THE MERCY
HOUSING PLEASANT GROVE APARTMENTS PROJECT

WHEREAS, the California Housing and Community Development Department (HCD) released a Notice of Funding Availability (NOFA) for approximately \$25 million in funds for the Prohousing Incentive Pilot Program (PIP) on December 15, 2022; and

WHEREAS, City Council authorized staff to complete and submit an application for PIP funds in December 2022 and the Housing Division submitted an application to HCD for the maximum funding award in the amount of \$1,610,000; and

WHEREAS, the Housing Division released a Notice of Funding Availability in February of 2023 which included the contingent PIP funds, specifically to address predevelopment costs for affordable housing projects; and

WHEREAS, Mercy Housing was the only developer that applied for predevelopment funds and requested \$1,550,000 for their 98 unit Pleasant Grove Apartments project; and

WHEREAS, City Council approved an amended reservation of funds totaling \$6 million in Local Housing Trust Funds for the Mercy Housing project on May 17, 2023 and shortly thereafter, the City received notification of an award of PIP funds for the full \$1,610,000; and

WHEREAS, staff is requesting approval to reserve \$1,550,000 in Prohousing Incentive Pilot Program funding for the Mercy Housing Pleasant Grove Apartments project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the reservation of \$1,550,000 in Prohousing Incentive Pilot Program funds is hereby approved.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20____, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 2797

File #: 0709

Title: HOME Investment Partnerships Program - Application Authorization

Contact: Trisha Isom 916-746-1239 tisom@roseville.ca.us
Sara Thornton 916-774-5295 srthornton@roseville.ca.us

Meeting Date: 6/21/2023

Item #: 7.16.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager or his designee to submit a 2022 HOME Investment Partnerships Program application to the California State Department of Housing and Community Development for funding in the amount of \$1,500,000; and if awarded, the execution of a standard agreement and other related documents necessary to participate and comply with the HOME Investment Partnerships Program for rehabilitation of Sun Rose Apartments, a Project Homekey permanent supportive housing site in the City of Roseville.

BACKGROUND

The HOME Program was created under Title II (the HOME Investment Partnerships Act) of the National Affordable Housing Act of 1990. The objectives and intent of the HOME Program are to provide decent affordable housing to lower-income households; strengthen the ability of state and local governments to provide housing; expand the capacity of non-profit housing providers; and leverage private sector participation. In addition, Congress intended the HOME program to operate in a way that will help the participating jurisdiction undertake its own affordable housing strategy. HOME program regulations are available at 24 CFR §92.

HOME Program funds are federal funds allocated by the California Department of Housing and Community Development (HCD) to qualifying entities and are to be used for projects that meet the criteria listed above. The City of Roseville has approximately \$2 million in HOME Program Income (PI) funds which is generated by First-Time Home Buyer and Owner Occupied Rehabilitation loan payoffs funded using HOME program dollars.

In April 2020, Placer County Health and Human Services established the Hampton Inn on Douglas Boulevard in Roseville as a Project Roomkey site. Project Roomkey was part of the State of California's response to the COVID-19 pandemic and was created as a solution to provide emergency shelter to unhoused individuals and families and minimize the strain on the healthcare system during the pandemic. Due to the program's success, Governor Gavin Newsom implemented Project Homekey - a statewide initiative to convert underutilized hotels to permanent

housing facilities. Placer County Health and Human Services applied for Project Homekey funds and was awarded \$23.5 million in April of 2022 for rehabilitation of the Hampton Inn site and conversion to Sun Rose Apartments as a permanent housing solution.

The Sun Rose project will consist of 83 studio units, including one managers unit, for persons experiencing homelessness and youth experiencing homelessness or at-risk of homelessness. Fifty (50) units will be occupied by the chronically homeless population, twenty-seven (27) units will be occupied by persons experiencing homelessness, five (5) units will be occupied by youth experiencing homelessness or at-risk of homelessness. The project is located within a half-mile of public transit, a grocery store, health facility, pharmacy, and youth-specific services.

Although the building is in good condition due to its relatively recent construction, units will be renovated to include kitchenettes for more permanent long-term living conditions. Advocates for Mentally Ill Housing, Inc. (AMI Housing) is also providing furnished units, as necessary, that include a double bed, a dining table and chairs, and living area seating. Existing meeting rooms located on the first floor will be utilized for an urgent care facility for immediate substance abuse needs, a computer lab, as well as property management and supportive services offices. Supportive services will be provided on-site by AMI Housing and Placer County Health and Human Services, Adult System of Care Division, or off-site through collaboration with community partners.

In October 2022, the City of Roseville Housing Division released a HOME PI Notice of Funding Availability in amount of \$1.5 million to assist with affordable housing development. AMI Housing was the only applicant to apply for the funding and proposed to use the HOME PI amount of \$1.5 million as gap financing for rehabilitation of the acquired housing site which will include adding kitchenettes to the studio units. Funds will be disbursed in the form of a loan and will require a 55-year regulatory agreement which will qualify the units to be counted toward Roseville's very low-income Regional Housing Needs Allocation (RHNA).

State HOME guidelines require the Housing Division to apply to HCD to use HOME PI monies for the Homekey project. HOME funds can be difficult to disburse due to the restrictions on usage and the lengthy application and environmental process. Expending \$1.5 million in one tranche would demonstrate the City's ability to expend and meet our agreement terms with HUD while also increasing the RHNA credits required by the State. If approved, staff will bring forward the necessary loan and regulatory agreement documents required for development of the project for Council review and consideration.

FISCAL IMPACT

The City's HOME program income is generated by First-Time Home Buyer and Owner Occupied Rehabilitation loan payoffs that are funded using HOME dollars. Given the rise in housing costs and purchase prices, HOME funding has been increasingly difficult to disburse under these programs. Expending \$1.5 in one tranche would demonstrate the City's ability to expend program income and meet our agreement terms with HUD and HCD. No General Fund resources will be used.

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)). The National Environmental Policy Act (NEPA) requires Federal agencies to assess the environmental effects of proposed major Federal actions prior to making decisions. This HOME PI application required a full Environmental Assessment (EA) and approval from HCD. The HOME PI EA application was approved by HCD.

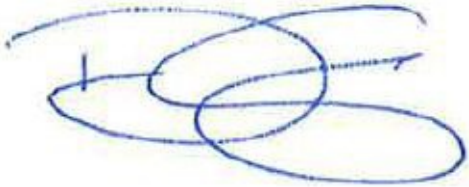
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Sara Thornton, Housing Analyst

Melissa Anguiano, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-279

Universal Application

RESOLUTION NO. 23-279

AUTHORIZING THE SUBMISSION OF THE 2022 HOME INVESTMENT PARTNERSHIPS PROGRAM APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE AND COMPLY WITH THE PROGRAM ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS:

- A. The California Department of Housing and Community Development (the “Department”) is authorized to allocate HOME Investment Partnerships Program (“HOME”) funds made available from the U.S. Department of Housing and Urban Development (“HUD”). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200.
- B. On October 28, 2022, the Department issued a Notice of Funding Availability announcing the availability of funds under the HOME program (the “NOFA”).
- C. In response to the 2022 HOME NOFA, Advocates for Mentally Ill Housing (AMI Housing a nonprofit corporation (the “Applicant”), wishes to apply to the Department for, and receive an allocation of, HOME funds.

THEREFORE, IT IS RESOLVED THAT:

- 1. In response to the 2022 HOME NOFA, the Applicant shall submit an application to the Department to participate in the HOME program and for an allocation of funds not to exceed one million, five hundred thousand dollars (\$1,500,000) for the following activities and/or programs:

Conversion and rehabilitation of 83 units of a Program Roomkey hotel into a Homekey permanent supportive housing site to be located in the City of Roseville.
- 2. If the application for funding is approved, then the Applicant hereby agrees to use the HOME funds for eligible activities in the manner presented in its application as approved by the Department in accordance with the statutes and regulations cited above. The Applicant may also execute a standard agreement, any amendments thereto, and any and all other documents or instruments necessary or required by the Department or HUD for participation in the HOME program (collectively, the required documents).
- 3. The Applicant authorizes Melissa Anguiano, Economic Development Director, to execute, in the name of the applicant, the required documents

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

City Clerk

HOME Program

2020-2021 Notice of Funding Availability

Universal Application

Rev. 12/1/21



**State of California
Governor Gavin Newsom**

**Lourdes M. Castro Ramirez, Secretary
Business, Consumer Services and Housing Agency**

**Gustavo Velasquez, Director
Department of Housing and Community Development**

**2020 West El Camino Avenue, Suite 200
Sacramento, CA 95833
Phone: (916) 263-2771
Email: HOMENOFA@hcd.ca.gov**

NOFA: December 1, 2021

Sources of Funds													12/1/21
Construction Period Sources of Funds													
Funding Committed by Application Due Date?	Source Name (listed in order of lien priority)	Source Type	Local Support	Lien No.	Residential Amount	Commercial Amount	Total Amount	Interest Rate	Required Payment	Loan Term (months)	*Details of Deferred Costs		
											Amount	Description	
1	Yes	HCD HOME	State-HCD	No	\$1,500,000		\$1,500,000						
2	Yes	WPC Housing Pool - Placer County	Local		\$1,393,534		\$1,393,534	0.00%					
3	Yes	HomeKey 2.0	State-HCD		\$1,765,474		\$1,765,474	0.00%					
4	No	TBD - Loan	Other		\$2,000,000		\$2,000,000	7.00%	\$15,000	360			
5							\$0						
6							\$0						
7							\$0						
8							\$0						
9							\$0						
10							\$0						
11							\$0						
12							\$0						
13							\$0						
14							\$0						
15							\$0						
16							\$0						
17							\$0						
18							\$0						
19							\$0						
20		Deferred costs (detail at right)			\$0		\$0						
21	Yes	Equity Investor					\$0						
	\$4,659,008	<Total funds committed	69.97%	<% Funds committed	\$6,659,008	\$0	\$6,659,008					\$0	

Permanent Sources of Funds													
Funding Committed by Application Due Date?	Source Name (listed in order of lien priority)	Source Type	Local Support	Lien No.	Residential Amount	Commercial Amount	Total Amount	Interest Rate		Repayment Terms		Required Residential Debt Service	Required Commercial Debt Service
								Type	Rate	Type	Due in (yrs)		
1	Yes	HCD HOME Loan	State-HCD	No			\$0						
2							\$0						
3							\$0						
4							\$0						
5							\$0						
6							\$0						
7							\$0						
8							\$0						
9							\$0						
10							\$0						
12							\$0						
12							\$0						
13							\$0						
14		Private mortgage financing					\$0						
15		Deferred costs					\$0						
16	Yes	Equity Investor					\$0						
	\$0	<Total funds committed	0.00%	<% Funds committed			\$0		\$0		\$0		\$0

File:	Perm EFC #1, #2, etc	Commitment letter or other evidence documenting permanent financing commitments (see Guidelines for explanation of funding commitments)	File uploaded?
Applicant comments: Include a description of balloon payments and unusual or extraordinary circumstances that have resulted in higher than expected project costs and provide a justification as to why these costs are reasonable.			

2021 TCAC Threshold Basis Limit for HCD Developer Fee 2017 UMR §8312(c) & (b) and High Cost Test for HCD Limits on Development Costs 2017 UMR §8311(a) & (b) (revised 3/24/21) Complete all yellow shaded cells; see cell comments for tips						
Project Name: Sunrose Apartments		County: Placer		HCD Phase:	Origination	
Unit Size	1/5/21 TCAC Threshold Basis Limits (TBL)		Number of Units		Basis x Number of Units	
SRO/Studio	\$278,397		83		\$23,106,951	
1 Bedroom	\$320,989		0		\$0	
2 Bedrooms	\$387,200		0		\$0	
3 Bedrooms	\$495,616		0		\$0	
4+ Bedrooms	\$552,147		0		\$0	
Number of Manager Units in Project:		1	TOTAL UNITS:		83	
TOTAL UNADJUSTED THRESHOLD BASIS LIMIT (TBL):					\$23,106,951	
TBL ADJUSTMENTS §10327(c)(5)(A-F):					Yes/No	
(A) Project paid in whole or part out of public funds subject to a legal requirement for the payment of state or federal prevailing wages or financed in part by a labor-affiliated organization requiring the employment of construction workers who are paid at least state or federal prevailing wages. (20%)					Yes	\$4,621,390
Project certifies that (1) they are subject to a project labor agreement within the meaning of §2500(b)(1) of the Public Contract Code, or (2) they will use a skilled and trained workforce as defined by §25536.7 of the Health and Safety Code to perform all onsite work within an apprenticeable occupation in the building and construction trades. (5%)					Yes	\$1,155,348
New construction project required to provide parking beneath residential units (not "tuck under" parking) or through construction of an on-site parking structure of two or more levels. (10%)					No	\$0
Project where a day care center is part of the development. (2%)					No	\$0
Project where 100 percent of the Low Income units are for Special Needs populations. (2%)					Yes	\$462,139
Project where at least 95% of the project's upper floor units are serviced by an elevator. (10%)					Yes	\$2,310,695
Project wherein at least 95% of the building(s) is constructed as Type I as defined in the California Building Code, in which case, the Type III 10% increase below is not allowed. (15%)					No	\$0
Project wherein at least 95% of the building(s) is constructed as a Type III as defined in the California Building Code, or a Type III/Type I combination, in which case, the Type I 15% increase above is not allowed. (10%)					No	\$0
(B) Project applying under §10325 or §10326 of these regulations that include one or more of the features below: (up to 10%)						\$1,155,348
Proposed energy efficiency/resource conservation/indoor air quality items	(1) Project shall have onsite renewable generation estimated to produce 50% or more of annual tenant electricity use. If the combined available roof area of the Project structures, including carports, is insufficient for provision of 50% of annual electricity use, then the Project shall have onsite renewable generation based on at least 90% of the available solar accessible roof area. Available solar accessible area is defined as roof area less north facing roof area for sloped roofs, equipment, solar thermal hot water and required local or state fire department set-backs and access routes. A Project not availing itself of the 90% roof area exception may also receive an increase under paragraph (2) only if the renewable generation used to calculate each basis increase does not overlap. (5%)				Yes	
	(2) Project shall have onsite renewable generation estimated to produce 75% or more of annual common area electricity use. If the combined available roof area of the Project structures, including carports, is insufficient for provision of 75% of annual electricity use, then the Project shall have onsite renewable generation based on at least 90% of the available solar accessible roof area. Available solar accessible area is defined as roof area less north facing roof area for sloped roofs, equipment, solar thermal hot water and required local or state fire department set-backs and access routes. A Project not availing itself of the 90% roof area exception may also receive an increase under paragraph (1) only if the renewable generation used to calculate each basis increase does not overlap. (2%)				No	
	(3) Newly constructed Project buildings shall be 15% or more energy efficient than the 2016 Energy Efficiency Standards (California Code of Regulations, Part 6 of Title 24), except that if the local building department has determined that building permit applications submitted on or before December 31, 2016 are complete, then newly constructed Project buildings shall be fifteen percent (15%) or more energy efficient than the 2013 Energy Efficiency Standards (California Code of Regulations, Part 6 of Title 24). (4%)				No	
	(4) Rehab Project buildings shall have 80% decrease in estimated TDV energy use (or improvement in energy efficiency) post rehab as demonstrated using the appropriate performance module of CEC software. (4%)				No	
	(5) Irrigate only with reclaimed water, greywater, or rainwater (excepting water used for Community Gardens) or irrigate with reclaimed water, grey water, or rainwater in an amount that annually equals or exceeds 20,000 gallons or 300 gallons per unit, whichever is less. (1%)				No	
	(6) Community Gardens of at least 60 square feet per unit. Permanent site improvements that provide a viable growing space within the Project including solar access, fencing, watering systems, secure storage space for tools, and pedestrian access. (1%)				No	
	(7) Install bamboo, cork, salvaged or FSC-Certified wood, natural linoleum, natural rubber, or ceramic tile in all kitchens, living rooms, and bathrooms (where no VOC adhesives or backing is also used). (1%)				No	
	(8) Install bamboo, stained concrete, cork, salvaged or FSC-Certified wood, ceramic tile, or natural linoleum in all common areas. (2%)				No	
	(9) Meet all requirements of the U.S. Environmental Protection Agency Indoor Air Plus Program. (2%)				No	
(D) Project requires seismic upgrading of existing structures, and/or requires toxic or other environmental mitigation as certified by the Project architect/ engineer. (lesser of costs or 15% basis adjustment)					No	\$0
If Yes, select type of work: Enter Certified Costs of Work: \$0						
(E) Local development impact fees required to be paid to local government entities. Certification from local entities assessing fees also required. WAIVED IMPACT FEES ARE INELIGIBLE.					Yes	\$510,298
					<i>Please Enter Amount Above:</i>	
(F) Projects within a county with an unadjusted 9% threshold basis limit for a 2-bedroom unit equal or less than \$400,000 and within a census tract designated on the TCAC/HCD Opportunity Map as Highest or High Resource. (10%)					No	\$0
					<i>In yellow cells, enter Tract ID # and TCAC/HCD Opportunity Map Resource level</i>	
County eligibility:	Yes	<u>TCAC/HCD Opportunity Area Map Tract ID #:</u> 6.1E+09	Opportunity Map Resource level:	Moderate Resource		

HCD 2021 Developer Fee Calculator - revised 2/4/21 (complete YELLOW shaded cells)					
Project Phase:	Origination	Proposed Project Type:	No Tax Credits		
Project Name:	Sunrose Apartments				
Project's Developer Fee Summary			HCD Limit	Project Amt.	
Maximum Total Developer Fee - 2d			\$0	\$0	
Max Developer Fee payable from development funding sources - lesser of 1e & 2d			\$0	\$0	
Deferred Developer Fee payable on a priority basis from available Cash Flow			\$0	\$0	
Deferred Developer Fee payable exclusively from Sponsor Distributions			\$0	\$0	
Total Budgeted or Actual Developer Fee			\$0		
Developer Fee Contributed as Capital			\$0	Deferred Developer Fee	\$0
Section 3. UMR §8312(a) for Projects without tax credits (choose only one in the 'a', 'b' or 'c' subsections)					
a. New construction and substantial rehab projects UMR §8312(a)(1)					
substantial rehab = construction cost for rehab work (excluding contractor profit and overhead) in excess of \$38,000 per unit					
a1. Number of units (include manager's unit)					
a2. First 30 units at:	\$28,000 each		\$0		
a3. Units in excess of 30 at:	\$11,500 each		\$0		
a4. Total new construction and substantial rehab (a2 + a3)					\$0
b. Acquisition and rehab projects UMR §8312(a)(2)					
with construction cost for rehab work (excluding contractor profit and overhead) between \$11,500 - \$38,000 per unit					
b1. Number of units (include manager's unit)					
b2. First 30 units at:	\$13,000 each		\$0		
b3. Units in excess of 30 at:	\$5,500 each		\$0		
b4. Total acquisition and non-substantial rehab (b2 + b3)					\$0
c. All other projects UMR §8312(a)(3)					
c1. Number of units (include manager's unit)					
c2. Total other at:	\$2,000 per unit				\$0
d. Maximum allowable Developer Fee (a4 + b4 + c2)					\$0

Supportive Services Costs - HCD 2017 UMR Limits (for projects with HCD funding) - 2.5% annual increase

HCD UMR §8301(t): "Supportive Services" - social, health, educational, income support and employment services and benefits, coordination of community building and educational activities, individualized needs assessment, and individualized assistance with obtaining services and benefits.

HCD UMR §8301(u): "Supportive Services Costs" - the costs of providing tenants service coordination, case management, and direct resident and Supportive Services. It includes: (1) the cost of providing tenants with information on and referral to social, health, educational, income support and employment services and benefits, coordination of community building and educational activities, individualized needs assessment, and individualized assistance with obtaining services and benefits; (2) salaries, benefits, contracted services, telecommunication expenses, travel costs, supplies, office expenses, staff training, maintenance of on-site equipment used in services programs, such as computer labs, incidental costs related to resident events, and other similar costs approved by the Department.

A. Supportive Services Units:	Total number of units:	83	Certification Year - based on completion or update date from Universal Application ("General" worksheet cell K10):	2021	Total Units	Max PUPY Expense	Max Costs
(1) UMR §8314(e)(1): Total number of Supportive Housing (SH) units anticipated to be restricted to individuals or families experiencing chronic homelessness as defined consistent with Health and Safety Code (HSC) §50675.14.					55	\$4,504	\$247,720
(2) UMR §8314(e)(2): Total number of Supportive Housing (SH) units (other than those restricted to individuals or families experiencing chronic homelessness pursuant to HSC §50675.14), PLUS the total number of units restricted to occupancy by Special Needs Populations (SNP)* under any HCD program. (* click here for definition - §7301(s) of the MHP Regulations). Do not include units included in (1) above.					28	\$3,377	\$94,556
(3) UMR §8314(e)(3): Total number of units where the Sponsor, their affiliate, or a service provider under contract to provide Supportive Services at the Project has both: (A) qualified staff devoted exclusively to oversight and quality control of resident services in affordable housing, including the Project; and (B) a system to track and report on tenant outcomes, such as changes in employment status and income. Do not include units included in items (1) and (2) above.						\$1,160	\$0
(4) UMR §8314(e)(4): Total number of units anticipated to be offered Supportive Services provided by the Project Sponsor, a Sponsor affiliate, or contracted service provider that do not satisfy the criteria in items (1), (2) and (3) above.						\$276	\$0
(5) Maximum Supportive Services Costs					83		\$342,276

Sunrose Apartments					
12/1/21	Year 1 Annual Income and Expenses				
Employee Information				Comments	
No.	FTE	Employee Job Title	Salary/Wages	Value of Free Rent	
2	1.00	On-Site Manager(s)	\$122,000	\$0	
1	1.00	On-Site Assistant Manager(s)	\$55,760	\$0	
2	1.50	Supportive Services Staff Supervisor(s)	\$100,000		
3	3.00	Supportive Services Coordinator, On-Site	\$143,520		
3	3.00	Other Supportive Services Staff (inc. Case Manager)	\$74,880		Peers
2	2.00	On-Site Maintenance Employee(s)	\$83,200	\$0	
2	2.00	On-Site Leasing Agent/Administrative Employee(s)	\$83,000	\$0	
		On-Site Security Employee(s)	\$38,920	\$0	Contractor
1	0.50	Director of Programs	\$40,000	\$0	
			\$0	\$0	
Total Salaries and Value of Free Rent Units			\$741,280	\$0	
6711	Payroll Taxes		\$70,236	Show free rent as an expense?	30% of salaries line 6711, 6722, 6723
6722	Workers Compensation		\$70,236		
6723	Employee Benefits		\$70,236	Yes	
Employee(s) Payroll Taxes, Workers Comp. & Benefits			\$210,708		
Total Employee(s) Expenses			\$951,988		
Employee Units					
Income Limit	Job Title(s) of Employee(s) Living On-Site		Unit Type (No. of bdrms.)	Square Footage	
	On-site Manager(s)		0	275	
	On-Site Assistant Manager(s)		0	275	
			0	0	
			Total Square Footage 550		
Year 1 Annual Operating Budget					
Acct. No.	Revenue - Income		Residential	Commercial	Comments
5120/5140	Rent Revenue - Gross Potential			\$0	
	Restricted Unit Rents		\$523,488		
	Unrestricted Unit Rents		\$17,160		
5121	Tenant Assistance Payments				
	Subsidy Program Name		\$86,208		
	Subsidy Program Name		\$707,424		
	Operating Subsidies		\$139,000		
	Other: (specify)		\$0	\$0	
5910	Laundry and Vending Revenue		\$0		
5170	Garage and Parking Spaces		\$0	\$0	
5990	Miscellaneous Rent Revenue		\$0	\$0	
Gross Potential Income (GPI)			\$1,563,280	\$0	
	Vacancy Rate: Restricted Units		5.0%		
	Vacancy Rate: Unrestricted Units		5.0%		
	Vacancy Rate: Tenant Assistance Payments		5.0%		
	Vacancy Rate: Other: (specify)		5.0%		
	Vacancy Rate: Laundry & Vending & Other Income		5.0%		
	Vacancy Rate: Commercial Income			50.0%	
5220/5240	Vacancy Loss(es)		\$71,214	\$0	
	Effective Gross Income (EGI)		\$1,492,066	\$0	
Acct. No.	Expenses		Residential	Commercial	Comments
Administrative Expenses: 6200/6300					
6203	Conventions and Meetings		\$0	\$0	
6210	Advertising and Marketing		\$0	\$0	
6250	Other Renting Expenses		\$2,400	\$0	
6310	Office/Administrative Salaries -- from above		\$83,000	\$0	
6311	Office Expenses		\$25,200	\$0	
6312	Office or Model Apartment Rent		\$0	\$0	
6320	Management Fee		\$0	\$0	
6330	Site/Resident Manager(s) Salaries -- from above		\$177,760	\$0	
6331	Administrative Free Rent Unit -- from above		\$0	\$0	
6340	Legal Expense -- Project		\$15,000	\$0	
6350	Audit Expense		\$3,000	\$0	
6351	Bookkeeping Fees/Accounting Services		\$12,000	\$0	
6390	Miscellaneous Administrative Expenses		\$40,000	\$0	
6263T	Total Administrative Expenses		\$359,360	\$0	
Acct. No.	Expenses		Residential	Commercial	Comments
Utilities Expenses: 6400					
6450	Electricity		\$64,600	\$0	
6451	Water		\$25,200	\$0	
6452	Gas		\$24,000	\$0	
6453	Sewer		\$9,360	\$0	
	Other Utilities: (specify)		\$10,800	\$0	
6400T	Total Utilities Expenses		\$133,960	\$0	
Operating and Maintenance Expenses: 6500					
6510	Payroll -- from above		\$162,120	\$0	
6515	Supplies		\$15,000	\$0	
6520	Contracts		\$0	\$0	
6521	Operating & Maintenance Free Rent Unit -- from above		\$0	\$0	
6525	Garbage and Trash Removal		\$14,400	\$0	
6530	Security Contract		\$4,800	\$0	
6531	Security Free Rent Unit -- from above		\$0	\$0	
6546	Heating/Cooling Repairs and Maintenance		\$10,000	\$0	
6548	Snow Removal		\$0	\$0	
6570	Vehicle & Maintenance Equipment Operation/Reports		\$6,000	\$0	
6590	Miscellaneous Operating and Maintenance Expenses		\$113,700	\$0	
6500T	Total Operating & Maintenance Expenses		\$326,020	\$0	
Taxes and Insurance: 6700					
6710	Real Estate Taxes		\$80,000	\$0	
6711	Payroll Taxes (Project's Share) -- from above		\$70,236	\$0	
6720	Property and Liability Insurance (Hazard)		\$42,300	\$0	
6729	Other Insurance (e.g. Earthquake)		\$0	\$0	
6721	Fidelity Bond Insurance		\$0	\$0	
6722	Worker's Compensation -- from above		\$70,236	\$0	
6723	Health Insurance/Other Employee Benefits--from above		\$70,236	\$0	
6790	Miscellaneous Taxes, Licenses, Permits & Insurance		\$0	\$0	
6700T	Total Taxes and Insurance		\$313,008	\$0	
Supportive Services Costs: 6900					
6990	Staff Supervisor(s) Salaries - from above		\$100,000	\$0	
6990	Services Coordinator Salaries, On-Site - from above		\$143,520	\$0	
6990	Other Supportive Services Staff Salaries - from above		\$74,880	\$0	
6990	Supportive Services Admin Overhead		\$0	\$0	
6990	Other Supportive Services Costs: (specify)		\$0	\$0	
6990	Other Supportive Services Costs: (specify)		\$0	\$0	
6900T	Total Supportive Services Costs		\$318,400	\$0	
Total Operating Expenses			\$1,449,748	\$0	
Funded Reserves: 7200			Residential	Commercial	Comments
7210	Required Replacement Reserve Deposits		\$41,500	\$0	
7220	Other Reserves: (specify)		\$0	\$0	
7230	Other Reserves: (specify)		\$0	\$0	
7240	Other Reserves: (specify)		\$0	\$0	
Total Reserves			\$41,500	\$0	
Ground Lease			Residential	Commercial	
Ground Lease			\$0	\$0	
Total Ground Lease			\$0	\$0	
Net Operating Income			\$818	\$0	
Financial Expenses: 6800					
6820	1st Mortgage Debt Service		\$0	\$0	
6830	2nd Mortgage Debt Service		\$0	\$0	
6840	3rd Mortgage Debt Service		\$0	\$0	
6890	HOME Monitoring Fee		\$0	\$0	
6890	Miscellaneous Financial Expenses: (specify)		\$0	\$0	
6890	Miscellaneous Financial Expenses: (specify)		\$0	\$0	
6890	Miscellaneous Financial Expenses: (specify)		\$0	\$0	
6800T	Total Financial Expenses		\$0	\$0	
Cash Flow			\$818	\$0	
7190	Asset Management/Similar Fees		\$0	\$0	
Total Operating Expenses Per Unit			Per Year	Per Month	
Without any Adjustments			\$17,467	\$1,456	
With the Value of Rent-Free Units Included			\$17,467	\$1,456	
Without RE Taxes, Social Services Coordinator or Social Services/Social Programs and With the Value of Rent Free Units Included			\$12,908	\$1,076	

HCD Reserve Requirements <i>(all reserve withdrawals will require prior HCD approval)</i>				
Project Name: Sunrose Apartments		Number of Project Units: 83		12/1/21
Replacement Reserve Calculator UMR §8309				
(a)	0.6% of new construction costs (structures excluding contractor profit, overhead, and general requirements and insurance):		\$0	\$0
(b)	\$500 per unit:		\$500	\$41,500
(c)	If a third-party physical needs assessment (PNA) was performed for this Project, must attach PNA:	PNA per unit amount:		\$0
(d)	Replacement Reserve amount = <i>New construction: lesser of (a), (b) and (c) above; Rehab: lesser of (b) and (c)</i>			\$41,500
HCD Required Replacement Reserve Amount - must be included in 'Operating' budget				\$41,500
Operating Reserve Calculator UMR §8308				
1	Total Operating Expenses <i>(including Property Taxes and excluding Service Coordinator salary)</i>:			\$1,306,228
2	Replacement Reserve amount (from above):			\$41,500
3	Mandatory Permanent Debt Service <i>(enter lender name below)</i>:			
(a)	1st Mortgage Debt Service			\$0
(b)	2nd Mortgage Debt Service			\$0
(c)	3rd Mortgage Debt Service			\$0
(d)	Misc. Financial Expenses:			\$0
Total Annual Mandatory Debt Service:				\$0
4a	HCD Required Operating Reserve Amount <i>(Tax Credit Project - 3 months)</i> - must be included in 'Dev Budget' for tax credit projects			\$336,932
4b	HCD Required Operating Reserve Amount <i>(Non-Tax Credit Project - 4 months)</i> - must be included in 'Dev Budget' if no tax credits			\$449,243
If Reserve amounts are different than the required amount, enter reserve amounts and how they are calculated below:				

Sunrose Apartments		Cash Flow Analysis																			12/1/21	
Is Income from Restricted Units based on Restricted or Proposed Rents?		Restricted Rents																				
Income From Housing Units	Inflation	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	
Restricted Unit Rents	2.5%	523,488	536,575	549,990	563,739	577,833	592,279	607,086	622,263	637,819	653,765	670,109	686,862	704,033	721,634	739,675	758,167	777,121	796,549	816,463	836,874	
Unrestricted Units	2.5%	17,160	17,589	18,029	18,479	18,941	19,415	19,900	20,398	20,908	21,430	21,966	22,515	23,078	23,655	24,247	24,853	25,474	26,111	26,764	27,433	
Tenant Assistance Payments																						
PBV	2.5%	86,208	88,363	90,572	92,837	95,158	97,536	99,975	102,474	105,036	107,662	110,354	113,112	115,940	118,839	121,810	124,855	127,976	131,176	134,455	137,816	
County Subsidy	2.5%	797,424	817,360	837,794	858,738	880,207	902,212	924,767	947,887	971,584	995,873	1,020,770	1,046,289	1,072,447	1,099,258	1,126,739	1,154,908	1,183,780	1,213,375	1,243,709	1,274,802	
Operating Subsidies	2.0%	139,000	141,780	144,616	147,508	150,458	153,467	156,537	159,667	162,861	166,118	169,440	172,829	176,286	179,811	183,408	187,076	190,817	194,634	198,526	202,497	
Other (specify)	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Gross Potential Income - Housing		1,563,280	1,601,667	1,641,000	1,681,302	1,722,597	1,764,909	1,808,265	1,852,689	1,898,208	1,944,848	1,992,639	2,041,608	2,091,784	2,143,197	2,195,878	2,249,858	2,305,169	2,361,844	2,419,917	2,479,422	
Other Income																						
Laundry & Vending	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Other Income	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Commercial Income	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Gross Potential Income - Other		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Gross Potential Income - Total		1,563,280	1,601,667	1,641,000	1,681,302	1,722,597	1,764,909	1,808,265	1,852,689	1,898,208	1,944,848	1,992,639	2,041,608	2,091,784	2,143,197	2,195,878	2,249,858	2,305,169	2,361,844	2,419,917	2,479,422	
Vacancy Assumptions																						
Restricted Units	5.0%	26,174	26,829	27,499	28,187	28,892	29,614	30,354	31,113	31,891	32,688	33,505	34,343	35,202	36,082	36,984	37,908	38,856	39,827	40,823	41,844	
Unrestricted Units	5.0%	858	879	901	924	947	971	995	1,020	1,045	1,072	1,098	1,126	1,154	1,183	1,212	1,243	1,274	1,306	1,338	1,372	
Tenant Assistance Payments	5.0%	44,182	45,286	46,418	47,579	48,768	49,987	51,237	52,518	53,831	55,177	56,556	57,970	59,419	60,905	62,427	63,988	65,586	67,228	68,908	70,631	
Other (specify)	5.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Laundry/Vending/Other Income	5.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Commercial Income	50.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total Vacancy Loss		71,214	72,994	74,819	76,690	78,607	80,572	82,586	84,651	86,767	88,937	91,160	93,439	95,775	98,169	100,624	103,139	105,718	108,361	111,070	113,846	
Effective Gross Income		1,492,066	1,528,673	1,566,181	1,604,612	1,643,990	1,684,337	1,725,678	1,768,038	1,811,440	1,855,912	1,901,479	1,948,169	1,996,009	2,045,028	2,095,254	2,146,719	2,199,451	2,253,483	2,308,847	2,365,576	
Operating Expenses & Reserve Deposits																						
Residential Exp. (w/o Real Estate Taxes & Sup. Services)	2.0%	818,340	834,707	851,401	868,429	885,798	903,513	921,584	940,015	958,816	977,992	997,552	1,017,503	1,037,853	1,058,610	1,079,782	1,101,378	1,123,405	1,145,874	1,168,791	1,192,167	
Real Estate Taxes	1.0%	313,008	316,138	319,299	322,492	325,717	328,975	332,264	335,587	338,943	342,332	345,756	349,213	352,705	356,232	359,795	363,393	367,026	370,697	374,404	378,148	
Supportive Services Costs	2.5%	316,400	326,360	334,519	342,882	351,454	360,240	369,246	378,478	387,939	397,638	407,579	417,768	428,213	438,918	449,891	461,138	472,667	484,483	496,595	509,010	
Replacement Reserve	0.0%	41,500	41,500	41,500	41,500	41,500	41,500	41,500	41,500	41,500	41,500	41,500	41,500	41,500	41,500	41,500	41,500	41,500	41,500	41,500	41,500	
Other Reserves	0.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Ground Lease	2.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Commercial Expenses	3.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total Expenses & Reserves		1,491,248	1,518,705	1,546,719	1,575,303	1,604,469	1,634,228	1,664,594	1,695,580	1,727,196	1,759,462	1,792,358	1,825,984	1,860,271	1,895,260	1,930,968	1,967,409	2,004,599	2,042,554	2,081,290	2,120,835	
Net Operating Income		818	9,968	19,461	29,309	39,521	50,109	61,084	72,458	84,242	96,450	109,093	122,184	135,738	149,767	164,287	179,310	194,853	210,930	227,557	244,751	
Debt Service																						
1st Mortgage		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Bridge Loan (repaid from Investor equity)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
2nd Mortgage		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3rd Mortgage Debt Service		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
HOME Monitoring Fee	3.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Misc. Financial Expenses (specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total Required Debt Service		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Cash Flow after all debt service		818	9,968	19,461	29,309	39,521	50,109	61,084	72,458	84,242	96,450	109,093	122,184	135,738	149,767	164,287	179,310	194,853	210,930	227,557	244,751	
Debt Service Coverage Ratio (DSCR)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Use of Cash Flow After Debt Service - HCD Projects																						
Asset Mgmt./ Similar Fees		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Deferred Developer Fee prior to Distributions & residual receipt payments		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Cash Available for Residual Receipts Loans and Sponsor Distributions		818	9,968	19,461	29,309	39,521	50,109	61,084	72,458	84,242	96,450	109,093	122,184	135,738	149,767	164,287	179,310	194,853	210,930	227,557	244,751	
Sponsor Distributions	50%	409	4,984	9,731	14,654	19,760	25,054	30,542	36,229	42,121	48,225	54,546	61,092	67,869	74,884	82,143	89,655	97,426	105,465	113,779	122,376	
HCD Residual Payment	50%	409	4,984	9,731	14,654	19,760	25,054	30,542	36,229	42,121	48,225	54,546	61,092	67,869	74,884	82,143	89,655	97,426	105,465	113,779	122,376	
Other Residual Payments	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Other Residual Payments	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Other Residual Payments	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Other Residual Payments	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Max Asset Mgmt./Similar Fees	3.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Cumulative paid Deferred Dev. Fee		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total Deferred Developer Fee budgeted for payment prior to distributions and residual receipt payment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

Certifications		
State of California		
On behalf of the entity identified in the signature block below, I certify that:		
1. The information, statements and attachments included in this application are, to the best of my knowledge and belief, true and correct.		
2. I possess the legal authority to submit this application on behalf of the entity identified in the signature block.		
3. The following is a complete disclosure of all identities of interest -- of all persons or entities, including affiliates, that will provide goods or services to the Project either (a) in one or more capacity or (b) that qualify as a "Related Party" to any person or entity that will provide goods or services to the project. "Related Party" is defined in Section 10302 of the California Code of Regulations (TCAC Regulations):		
There are no "related parties" in this Project.		
4. As of the date of application, the Project, or the real property on which the Project is proposed (Property) is not part to or the subject of any claim or action at the State or Federal appellate level.		
5. I have disclosed and described below any claim or action undertaken which affects or potentially affects the feasibility of the Project.		
6. The identified public owner of the facility which is responsible for the long-term operation and maintenance of the Project has approved the technical feasibility of the proposed Project.		
In addition, I acknowledge that all information in this application and attachments is public, and may be disclosed by the State.		
Jennifer Price		5/18/23
Printed Name and Title of Signatory	Signature	Date
Legal Disclosure		
For purposes of the following questions, and with the exceptions noted below, the term "applicant" shall include the applicant and joint applicant, and any subsidiary of the applicant or joint applicant if the subsidiary is involved in (for example, as a guarantor) or will be benefited by the application or the Project.		
In addition to each of these entities themselves, the term "applicant" shall also include the direct and indirect holders of more than ten percent (10%) of the ownership interests in the entity, as well as the officers, directors, principals and senior executives of the entity if the entity is a corporation, the general and limited partners of the entity if the entity is a partnership, and the members or managers of the entity if the entity is a limited liability company. For projects using tax-exempt bonds, it shall also include the individual who will be executing the bond purchase agreement.		
The following questions must be responded to for each entity and person qualifying as an "applicant," or "joint applicant" as defined above.		
Exceptions:		
Public entity applicants without an ownership interest in the proposed project, including but not limited to cities, counties, and joint powers authorities with 100 or more members, are not required to respond to this questionnaire.		
Members of the boards of directors of non-profit corporations, including officers of the boards, are also not required to respond. However, chief executive officers (Executive Directors, Chief Executive Officers, Presidents or their equivalent) must respond, as must chief financial officers (Treasurers, Chief Financial Officers, or their equivalent).		
Civil Matters		
1. Has the applicant filed a bankruptcy or receivership case or had a bankruptcy or receivership action commenced against it, defaulted on a loan or been foreclosed against in <i>past ten years</i> ?		
2. Is the applicant currently a party to, or been notified that it may become a party to, any civil litigation that may materially and adversely affect (a) the financial condition of the applicant's business, or (b) the project that is the subject of the application?		
3. Have there been any administrative or civil settlements, decisions, or judgments against the applicant within the past ten years that materially and adversely affected (a) the financial condition of the applicant's business, or (b) the project that is the subject of the application?		
4. Is the applicant currently subject to, or been notified that it may become subject to, any civil or administrative proceeding, examination, or investigation by a local, state or federal licensing or accreditation agency, a local, state or federal taxing authority, or a local, state or federal regulatory or enforcement agency?		
5. In the past ten years, has the applicant been subject to any civil or administrative proceeding, examination, or investigation by a local, state or federal licensing or accreditation agency, a local, state or federal taxing authority, or a local, state or federal regulatory or enforcement agency that resulted in a settlement, decision, or judgment?		
Criminal Matters		
6. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in, felony charges against the applicant?		
7. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in, misdemeanor charges against the applicant for matters relating to the conduct of the applicant's business?		
8. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in, criminal charges (whether felony or misdemeanor) against the applicant for any financial or fraud related crime?		
9. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, that could materially affect the financial condition of the applicant's business?		
10. Within the past ten years, has the applicant been convicted of any felony?		
11. Within the past ten years, has the applicant been convicted of any misdemeanor related to the conduct of the applicant's business?		
12. Within the past ten years, has the applicant been convicted of any misdemeanor for any financial or fraud related crime?		
Please provide a letter of explanation if you responded "Yes" to any of the questions above.		
Advocates for Mentally Ill Housing		5/18/23
Printed Name of Applicant or Joint Applicant	Signature of Applicant or Joint Applicant	Date
Jennifer Price	CEO	
Printed Name of Signatory	Printed Title of Signatory	

Application Development Team (ADT) Support Form

Please complete the "yellow" cells in the form below and email a copy to: AppSupport@hcd.ca.gov. A member of the Application Development Team will respond to your request within ASAP.

Full Name:		Date Requested:		Application Version Date:	
Organization:		Email:		Contact Phone:	

Justification:

Issue #	Program Name &	Tab	Section	Cell#	Update/Comment	Urgency	ADT Status	Status Date
1	HOME							
2	HOME							
3	HOME							
4	HOME							
5	HOME							
6	HOME							
7	HOME							
8	HOME							
9	HOME							
10	HOME							
11	HOME							
12	HOME							
13	HOME							
14	HOME							
15	HOME							
16	HOME							
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18	HOME							
19	HOME							
20	HOME							
21	HOME							
22	HOME							
23	HOME							
24	HOME							
25	HOME							



COUNCIL COMMUNICATION

CC #: 2788

File #: 0709-05 & 0214

Title:	COVID Homeless Prevention Assistance Program - Community Development Block Grant Agreement Amendment
Contact:	Trisha Isom 916-746-1239 tisom@roseville.ca.us

Meeting Date: 6/21/2023

Item #: 7.17.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the First Amendment to COVID Homeless Prevention Assistance Program - Community Development Block Grant Agreement with AMI Housing to extend the contract from June 30, 2023 to June 30, 2024, and adopt a resolution authorizing the City Manager to execute it.

BACKGROUND

As an entitlement jurisdiction, the City of Roseville receives an annual allocation of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing & Urban Development (HUD). On March 27, 2020 the Coronavirus Aid, Relief and Economic Security Act (CARES Act) was enacted by Congress to provide emergency assistance and health care response for individuals, families, and businesses affected by the COVID-19 pandemic. CDBG-CV funds must be used for CDBG eligible activities that prevent, prepare for, or respond to the COVID-19 virus. The City received two rounds of CARES Act funding, also known as CDBG-CV, totaling \$1,213,133.

In December of 2020, staff released a Request for Proposals (RFP) in pursuit of non-profit agencies to administer a program using CDBG-CV funds. AMI Housing (AMI) proposed a program to provide housing assistance to low-income residents through the payment of rent and utilities. In February 2021, Council approved an award of \$250,000 in CDBG-CV funds toward this program in order to assist Roseville residents affected by COVID-19 who were at risk of housing instability. AMI's program would not only help prevent homelessness and potential evictions, but also provide families with stability during an uncertain time.

On May 18, 2022, City Council approved the proposed award of an additional \$200,000 in CDBG-CV funding to AMI for their rent and back rent homeless prevention assistance program. The new contract combined the remaining unspent funds from the prior fiscal year of \$200,500 with the 2022-23 program year award of \$200,000, for a total of \$400,500. HUD originally required that 80% of awarded CDBG-CV funds be spent by June 30, 2023. This was rescinded on April 18, 2023 and, under the new notice, all funds must be expended within six years of the

grant agreement date. Although AMI anticipated that they would be able to expend the entire award before the end of the fiscal year, they have approximately \$75,000 left in the contract. Upon execution of the agreement amendment, AMI will be able to continue their well utilized program and disburse these funds through June 30, 2024.

FISCAL IMPACT

The CDBG funding is provided as a federal grant to the City. These grants are used to offset potential costs to the General Fund and to serve the community. Funding for the AMI Housing COVID Homeless Prevention Assistance program was approved with the adoption of the first amendment to the CDBG 2019 Program Year Annual Action Plan Amendment on February 3, 2021, and the third amendment on May 18, 2022. This item does not impact the City's General Fund.

ENVIRONMENTAL REVIEW

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

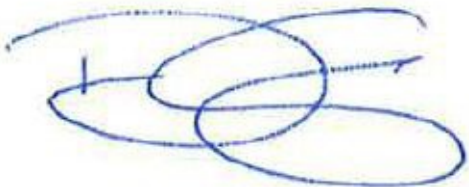
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Trisha Isom, Housing Manager

Melissa Anguiano, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-270

Amendment

RESOLUTION NO. 23-270

APPROVING A FIRST AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR COVID HOMELESS PREVENTION ASSISTANCE, BY AND BETWEEN THE CITY OF ROSEVILLE AND AMI HOUSING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a First Amendment to Community Development Block Grant Agreement for Covid Homeless Prevention Assistance, Grant No. B-20-MW-06-0043, CFDA: 14.218, by and between the City of Roseville and AMI Housing, has been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said first amendment is approved and the City Manager is hereby 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 COMMUNITY DEVELOPMENT BLOCK GRANT
AGREEMENT FOR COVID HOMELESS PREVENTION ASSISTANCE**

Grant No. B-20-MW-06-0043

CFDA: 14.218

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY”), and AMI Housing, a California non-profit corporation (“SUBRECIPIENT”); and

W I T N E S S E T H:

WHEREAS, SUBRECIPIENT is a nonprofit corporation organized under the laws of the State of California and qualifying for federal tax exempt status; and

WHEREAS, CITY has allocated Community Development Block Grant (CDBG) funds for COVID Homeless Prevention Assistance; and

WHEREAS, on August 8, 2022, CITY and SUBRECIPIENT entered into that certain Community Development Block Grant Agreement for Covid-19 Homeless Prevention Assistance, approved by Resolution No. 22-293 of the Roseville City Council (the “Agreement”); and

WHEREAS, the parties desire to extend the Agreement for one (1) year.

NOW, THEREFORE, the parties agree as follows:

1. Section 3 of the Agreement is amended to read as follows:

"This Agreement shall be for a period commencing on July 1, 2022 and ending on June 30, 2024."

3. All other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this First Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2023, and SUBRECIPIENT has caused this First Amendment to Agreement to be executed.

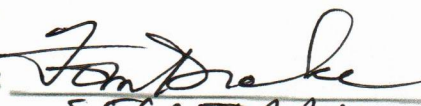
CITY OF ROSEVILLE, a
municipal corporation

AMI HOUSING, a California
non-profit corporation

BY: _____
DOMINICK CASEY
City Manager

BY:  MA
its: President

ATTEST:

and
BY: 
its: SECRETARY

BY: _____
CARMEN AVALOS
City Clerk

[SIGNATURES CONTINUED ON NEXT PAGE]

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
MELISSA ANGUIANO
Economic Development Director



COUNCIL COMMUNICATION

CC #: 2794
File #: 0709-05

Title:	Fiscal Year 2023-24 Homeless Prevention and Rapid Rehousing Grant Agreements
Contact:	Suzanne Acrell 916-774-5469 sacrell@roseville.ca.us Trisha Isom 916-746-1239 tisom@roseville.ca.us

Meeting Date: 6/21/2023
Item #: 7.18.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt resolutions to authorize the City Manager to execute grant agreements between the City of Roseville and AMI Housing, Inc. in the amount of \$500,000, The Gathering Inn in the amount of \$250,000, and The Unity Care Group in the amount of \$123,794 for Homeless Prevention and Rapid Rehousing services.

BACKGROUND

On May 17, 2023, City Council approved the FY2023-24 Homeless Prevention and Rapid Rehousing (HPRR) Funding Allocations. The grant agreements that exceed the City Council limit must be approved by Council. These agreements include AMI Housing, Inc. in the amount of \$500,000, The Gathering Inn in the amount of \$250,000, and Unity Care Group in the amount of \$123,794.

The goals of Roseville's HPRR program are to provide temporary assistance to prevent an individual or family from losing permanent housing and to provide temporary assistance to homeless individuals and families 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.

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. Staff continues to see increased collaboration that reaches beyond city grant contracts due to this local policy.

FISCAL IMPACT

The Homeless Prevention and Rapid Rehousing grant program is funded with \$250,000 of Low and Moderate Income Housing Asset Fund (Low/Mod funds) and \$766,299 in State of California Permanent Local Housing Allocation (PLHA) funding for the Cities of Roseville and Rocklin. The program significantly reduces instances and durations of homelessness in Roseville and Rocklin and has reduced costs to the Cities and to the community as a whole. The recommended actions do not result in any costs 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 grant agreements 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

Goal D - Enhance economic vitality

Respectfully Submitted,

Suzanne Acrell, Housing Analyst

Melissa Anguiano, Economic Development Director

A handwritten signature in blue ink, appearing to read 'Dominick Casey', with a stylized, overlapping loop structure.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-275

AMI Housing Agreement

Resolution 23-276

The Gathering Inn Agreement

Resolution 23-277

The Unity Care Group Agreement

RESOLUTION NO. 23-275

APPROVING A GRANT AGREEMENT FOR HOMELESS PREVENTION AND RAPID
REHOUSING SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND AMI
HOUSING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Grant Agreement for Homeless Prevention and Rapid Rehousing Services,
by and between the City of Roseville and AMI Housing, Inc. has been reviewed by the City
Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said Grant Agreement for Homeless Prevention and Rapid Rehousing Services 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

**GRANT AGREEMENT FOR HOMELESS PREVENTION
AND RAPID REHOUSING SERVICES**

THIS GRANT AGREEMENT, is made and entered into this ____ day of _____, 20__, by and between the City of Roseville acting in its role as the Housing Successor, a municipal corporation ("CITY"), and AMI Housing, Inc., a California non-profit corporation ("GRANTEE").

W I T N E S S E T H:

WHEREAS, pursuant to Health and Safety Code Section 34175(b) and the California Supreme Court's decision in California Redevelopment Association, et al. v. Ana Matosantos, et al. (53 Cal. 4th 231 (2011)), on February 1, 2012, all assets, properties, contracts, leases, books and records, buildings, and equipment of the Redevelopment Agency of the City of Roseville ("RDA") transferred to the control of the Successor Agency of the RDA ("Successor Agency") by operation of law; and

WHEREAS, pursuant to Health and Safety Code Section 34179.7, the California Department of Finance ("DOF") issued a finding of completion to the Successor Agency on August 30, 2013; and

WHEREAS, funds in the Low and Moderate Income Housing Asset Fund were subsequently transferred from the Successor Agency to CITY to use in its role as Housing Successor; and

WHEREAS, Section 34176.1(a)(2) of the California Health and Safety Code authorizes Housing Successors, after meeting certain obligations, to expend up to two-hundred and fifty

thousand dollars (\$250,000) per fiscal year for homeless prevention and rapid rehousing services; and

WHEREAS, CITY has been granted additional funds for homeless prevention and rapid rehousing services through the Department of Housing and Community Development's Permanent Local Housing Allocation program; and

WHEREAS, GRANTEE has applied for a grant from these funds in response to CITY's Notice of Funding Availability; and

WHEREAS, the Grant Application is attached as Exhibit "A" to this Grant Agreement and is incorporated herein by this reference; and

WHEREAS, CITY, after meeting the required obligations and acting in its role as the Housing Successor, desires to grant GRANTEE five hundred thousand dollars (\$500,000) for homeless prevention and rapid rehousing services pursuant to the terms and conditions of this Grant Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Grant. CITY hereby authorizes a grant to GRANTEE in the amount of five hundred thousand dollars (\$500,000) for homeless prevention and rapid rehousing services.
2. Terms of Agreement Prevail. GRANTEE shall comply with all the terms and conditions of the Grant Application and this Grant Agreement. In the event of any discrepancy between the terms of this Grant Agreement and those of the Grant Application, the terms of this Grant Agreement shall prevail.
3. Eligible Services. GRANTEE may only expend the grant on the homeless prevention and rapid rehousing services identified in the Grant Application. Grant funds may

only be used to serve households with incomes not exceeding thirty percent (30%) of area median income, as determined by Department of Housing and Community Development guidelines. Grant funds may not be used for health or mental health services, food, clothing, emergency shelter, or other services that do not directly assist an individual with avoiding or exiting homelessness. All services shall be performed in a manner satisfactory to CITY's Economic Development Director.

4. Funds to be Expended During Before June 30, 2024. The grant shall be payable only from the Low and Moderate Income Housing Asset Fund. The grant is made only for the time of period July 1, 2023 through June 30, 2024. All funds received by GRANTEE under this Grant Agreement shall be spent prior to June 30, 2024. All funds not spent within the current period shall be returned to CITY by July 31, 2024.

No other fund of CITY, including without limitation its general fund, shall be liable for any payment under this Grant Agreement, nor is the taxing power of CITY pledged in any manner.

5. Grantee as Independent Entity. GRANTEE and the agents or employees of GRANTEE in performance of this Grant Agreement shall act in an independent capacity and not as officers, employees or agents of CITY.

6. City's Right to Terminate. CITY may terminate this Grant Agreement at any time and be relieved of the payment of any consideration to the GRANTEE should GRANTEE fail to perform the covenants herein contained in the manner herein provided.

7. No Assignment. This Grant Agreement is not assignable by GRANTEE either in whole or part.

8. Time is of the Essence. Time is of the essence of this Grant Agreement.

9. All Terms to be in Writing. No alteration or variation of the terms of this Grant Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on either of the parties hereto.

10. Generally Accepted Accounting Principles. GRANTEE agrees to establish and maintain fiscal controls and accounting procedures in accordance with generally accepted accounting principles as required by the Finance Director of CITY.

GRANTEE agrees to keep records and fully disclose the amount, date, purpose, payee and disposition of the proceeds of the grant; the total cost of the program for which the grant is awarded; and the amount and disposition of that portion of the total cost provided by other sources. The procedure developed by GRANTEE must provide for accurate and timely recordation of the receipt of funds, expenditures, and unexpended balances.

11. Allowability of Expenditures. GRANTEE shall accurately document each transaction to permit the determination, through an audit if requested by CITY, of the accuracy of the records and the allowability of expenditures charged to grant funds. If the allowability of an expenditure cannot be determined because records or documentation are inadequate, the questionable expenditure shall be disallowed. In such case, GRANTEE shall reimburse CITY the amount of any disallowed expenditure. Determination by CITY of the allowability of any expenditure shall be final except in instances of fraud, mistake, or arbitrariness.

12. Maintenance of Records. GRANTEE agrees to maintain fiscal records, including invoices and receipts for a period of three (3) years after termination or expiration of this Grant Agreement and to permit CITY to inspect those records.

13. Audit. CITY may at any time require an audit of GRANTEE's financial and program records.

14. Reports. GRANTEE shall, at such time and in such forms as CITY may require, furnish CITY statements, records, reports, data and information pertaining to matters covered by this Grant Agreement. GRANTEE shall file a Semi-Annual Report no later than February 1, 2024 and an Annual Report no later than August 1, 2024 containing information related to how the grant funds were expended, the types of services provided, an overview of collaboration efforts with local partners, and a summary of program outcomes required in Exhibit "B," which is incorporated herein by this reference, including, but not limited to, how many persons retained or obtained housing.

15. Unlawful Discrimination Prohibited. During the performance of this Grant Agreement, GRANTEE shall not deny this Grant Agreement's benefits to any person on the basis of religion, race, color, ethnic group, ancestry, national origin, sex, age, physical or mental disability, medical condition, genetic information, marital status, sexual orientation, or any other legally protected basis nor discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military status, veteran status, or any other legally protected basis. GRANTEE shall ensure that the evaluation and treatment of all employees and applicants for employment are free of such discrimination.

16. Fair Employment. GRANTEE shall comply with the provision of the Fair Employment and Housing Act (Government Code § 12900, et seq.), the regulations promulgated thereunder (2 CCR § 10000, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3,

Title 2 of the Government Code (§ 11135-11139.5) and the regulations or standards adopted by the State to implement such article.

17. Indemnification. To the fullest extent allowed by law, GRANTEE shall defend, indemnify, save and hold harmless CITY and all its officers, agents, employees and volunteers from all claims, suits or actions of any means, kind or description brought forth on account of fiscal or other injuries to or death of any person including but not limited to workers or the public or damage to property or natural resources resulting from the performance of this Grant Agreement except as otherwise expressly provided by statute. The duty of GRANTEE to defend, indemnify, save and hold harmless includes the duties to defend as set forth in Civil Code § 2778.

GRANTEE waives any and all rights to any types of expressed or implied indemnity against CITY, its officers and employees. GRANTEE warrants that it is fully aware of an expressly waives the protection of Civil Code § 1542. GRANTEE's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Grant Agreement for the full period of time allowed by law. The parties intend that this provision shall be broadly construed.

18. Termination by CITY. CITY may terminate this Grant Agreement in whole or part upon ten (10) days prior written notice to GRANTEE for any of the following reasons:

A. GRANTEE fails to proceed for whatever reason with the services in the manner set forth in this Grant Agreement.

B. CITY deems this Grant Agreement is not satisfactorily being performed.

C. If any portion of this Grant Agreement is assigned without prior written approval of CITY.

19. No Waiver of Breach. No waiver of any breach of this Grant Agreement by CITY shall be held to be a waiver of any other or subsequent breach.

20. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Grant 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 Grant Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Grant Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2023, and CONSULTANT has caused this Agreement to be executed.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE, a
municipal corporation

AMI HOUSING, INC., a
California non-profit corporation

BY: _____
DOMINICK CASEY
City Manager

BY: [Signature], M.A.
its: President

ATTEST:

and

BY: _____
CARMEN AVALOS
City Clerk

BY: [Signature]
its: SECRETARY

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
MELISSA ANGUIANO
Economic Development Director

CITY OF ROSEVILLE, a
municipal corporation

AMI HOUSING, INC., a
California non-profit corporation

BY: _____
DOMINICK CASEY
City Manager

BY: _____
its: _____

ATTEST:

and

BY: _____
CARMEN AVALOS
City Clerk

BY: _____
its: _____

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
MELISSA ANGUIANO
Economic Development Director

EXHIBIT “A”

Grant Application



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City of Roseville
Housing Division
2023/24 CDBG and HPRR Funding Application
Deadline: 2/6/2023

AMI Housing, Inc.
A.S.K. Rental Assistance Collaboration

Jump to: [Pre-Application Questionnaire](#) [Funding Application](#) [Program/Project Budget](#) [Documents](#)

USD\$ 600,000.00 Requested

USD\$ 600,000 Total cost of the program or project

Submitted: 1/31/2023 11:35:27 AM (Pacific)

Project Contact

Jennifer Price
jprice@amihousing.org
Tel: 530-878-5088

Additional Contacts

none entered

AMI Housing, Inc.

P.O. Box 5216
Auburn, CA 95604

CEO

Jennifer Price
jprice@amihousing.org

Telephone 530-878-5088
Fax 916-848-3642
Web www.amihousing.org
EIN 47-0932204
UEI ZCWTMKD2WMF2
SAM Expires 4/18/2018

Pre-Application Questionnaire [top](#)

Primary Applicant

1. Which type of applicant entity are you?

Select one.

- ☒ Non-profit (501c3/c4)
☐ Public agency
☐ Multi-agency Collaborative – Non-profit
☐ Multi-agency Collaborative – Non-profit/Public Agency
☐ Other:

2. Have you received any grant funding from the City of Roseville before?

- ☒ Yes
☐ No

3. Which grant types has your agency received before?

Check all that apply. From any source or agency.

- ☒ CDBG
☒ REACH/Citizen's Benefit Fund
☒ Homeless Prevention and Rapid Re-Housing
☒ Other homeless funds (McKinney-Vento or other)
☐ Other:

☐ No prior funding

Application Summary Description

4. Briefly describe the proposed program or project.

AMIH is applying on behalf of the A.S.K. collaboration between AMI Housing, Kids First, and St. Vincent de Paul. The request is for Rapid Rehousing & Homeless Prevention for Roseville residents who are homeless or at risk. This program will provide hotel vouchers, utility payments, first months rent, deposits, supportive services, and short term rental assistance.

Co-Applicant/Collaborating Agency

5. If this is a collaborative application, how many agencies are involved?

*Tick "0" if this is *not* a collaborative application.*

- ☐ 0
- ☐ 1
- ☐ 2
- ☒ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ more than 6

6. List the collaborating agencies (Enter "none" if none.)

Enter agency name and DUNS# if assigned

Kids First - DUNS # 015549608

St. Vincent de Paul - Duns # 608690798

Kids First, AMIH, and St. Vincent de Paul will collaborate for the A.S.K. project.

7. Which funding source are you requesting?

Select one

- ☐ CDBG
- ☒ HPRR

8. Indicate the type of activity. You may select only one.

You may submit more than one application. You may submit applications for more than one activity type. If you are not sure which category to select, please consult City staff. You will need to know this for your main application.

- ☐ Public Services (not including services for homeless persons)
- ☐ Public Facilities
- ☐ Economic Development
- ☐ Housing (not including housing and shelter for homeless persons)
- ☒ Homeless Prevention and Rapid Re-housing
- ☐ Other Homeless Services (including shelter)

9. Has the organization expended more than 750k in federal funds in the most recent FY?

- ☒ Yes
- ☐ No

Funding Application [top](#)

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #1.

1. Indicate the type of activity. You may select only one. (BRANCHING CRITERIA)

You may submit more than one application. You may submit applications for more than one activity type. If you are not sure which category to select, please consult City staff. Your selection will determine the questions you are required to complete.

- ☐ Public Services (not including services for homeless persons)
- ☐ Public Facilities
- ☐ Economic Development
- ☐ Housing (not including housing and shelter for homeless persons)
- ☒ Homeless Prevention and Rapid Re-housing
- ☐ Other Homeless Services (including shelter)

2. Describe the program or project.

What is the service you will provide or the project you will complete? How will it happen and when? What will be the result? Who will benefit and how? What are the goals and objectives?

AMIH, SDVP, and KF (ASK) are requesting funding support for the A.S.K program, a collaborative effort which will provide short term rapid rehousing vouchers, homeless prevention assistance, and homeless services to the City of Roseville for individuals and families who are homeless or at risk of homelessness. A.S.K will provide:

- case management
- housing search and placement
- short term/one time housing assistance
- utilities
- hotel vouchers
- application fees
- deposits
- household furnishings
- AOD services
- transportation
- Medi-Cal and CalFresh assistance
- mental health, domestic violence, and supportive services
- credit repair/legal services

The collaborative design will allow us to provide these services to a wide range of clients and effectively cover the demographic scope in Roseville & Rocklin.

Need for homeless services and homeless prevention was determined through participation with the local community and government local homeless studies, and previous point-in-time homeless counts. The 2022 Placer County Point in Time Count noted 323 homeless individuals in the City of Roseville with 195 unsheltered, 109 chronically homeless and 143 who were homeless for the first time. The PIT noted 55 homeless individuals in Rocklin with 48 unsheltered, 16 chronically homeless, and 27 homeless for the first time.

We have a very large chronically homeless and first time homeless population, very high rent prices, and a lack of inventory of affordable housing projects. A.S.K will address these issues by placing people in housing, housing retention, employment services, and case management. Our goal is to keep people housed and to provide housing and support for low-income City of Roseville or Rocklin residents.

3. Location(s) where services will be provided or project will be completed.

Include administrative offices if services will also be provided there or from there. Provide street address, city, and ZIP code.

AMIH: Services will take place at our administrative office located at 3123 Professional Drive Suite 210, Auburn CA 95603 and our Roseville office located at 110 N Sunrise Blvd. Services will also be provided at various apartment complexes and community partners offices. Our Housing Coordinators will meet with clients as needed in the most convenient locations for each participant.

KF: Roseville Office - 124 Main Street Roseville, CA 95678

SVDP: 503 Giuseppe Court, Suite 8 Roseville, California 95678

4. What is the program's/project's current status?

Is it still being planned? Is it underway? Is it ready to receive funding? Is the program or project seasonal? What will need to be done before the program or project can start?

The proposed A.S.K. project is a continuation of the project implemented in the 2017 round of HPRR funding from the City of Roseville. The partnership continued in 2018, 2019, 2020/2021, 2021/2022 and 2022/2023 with additional rounds of funding. The agencies have agreed to continue the collaboration in 2023/2024, have outlined a program plan for implementation, and

can begin immediately upon funding. The agencies will use existing staff who are already providing these services. This collaboration will allow A.S.K. to maintain their capacity to serve Roseville/Rocklin residents.

5. When will the program or project begin?

If underway as of application, enter "underway."

Underway

6. When will the program or project be completed?

Services must be completed no later than June 30 of the award fiscal year.

6/30/2024

7. What are the specific costs to be funded with this request?

Identify the types of costs and amounts. Salary, and for whom? Materials, what type and quantity? Equipment, specifications? How will funding these costs meet the goals and objectives described in this request?

One Time/Short Time Assistance: assistance of approximately \$2,000 per household (approximately 3 months) for 142 unduplicated households.

Hotel vouchers: vouchers for approximately 70 nights and 48 unduplicated households.

Application Fees: fees for approximately 60 duplicated households of \$175 give or take per household.

Deposits: approximately \$1500 per household for 25 unduplicated and 45 duplicated households.

Utilities: One time utility assistance of \$200 per household for 59 unduplicated and 45 duplicated households.

Case Manager/Housing Coordinator: 2.15 FTE case manager salary and benefits. Case managers are on staff with each organization (no new hires). Will support 2 FTE AMIH, .15 FTE SVDP.

Transportation: mileage reimbursement for case managers assisting individuals with housing search. Paid at federal mileage rate at approximately 113 miles per week.

Telecommunications: fax, cell phone, and telephone costs for case managers & housing coordinators.

Administration: Up to 10% for agency administration expenses.

Funding these expenditures will allow our agencies to help residents with housing search, placement, and homeless prevention.

8. If this is a collaborative application, describe the collaboration being utilized for the proposed program or project.

Explain how the collaboration improves the provision of services or the competition of the proposed program or project. Attach co-applicant commitment letters to your application to document the collaboration.

The A.S.K agencies have provided housing and/or supportive services for individuals and families in crisis and dealing with homelessness for several decades. Case managers, housing coordinators, peer counselors, and other program staff at our respective agencies have long understood that issues such as domestic violence, mental illness, physical illness, job loss, unavailability of services or ineligibility for services contribute to homelessness. In other situations, financial and housing instability bring underlying issues to a crisis point. A.S.K partners have worked closely with each other for many years to help ensure that individuals and families in the community have access to the human services safety net. However, homelessness, home retention, and housing affordability are still issues for our low-income residents. AMIH has a team of fifteen Housing Coordinators who will assist each agencies clients with housing search and location. SVDP and KF provide services that support housing retention for at-risk individuals and families. SVDP also provides services for individuals experiencing food insecurity. KF serves clients whose issues may lead to homelessness such as DV, Maternal depression, trauma, ESL, and mental health struggles. In addition, AMIH works in partnership with the Placer County Mobile Crisis Team. Each agency brings a distinctive role to the collaboration and our clients all benefit from the diverse array of services offered.

9. Describe your other collaboration with other agencies, including non-profit and public agencies.

Do you participate in the local Continuum of Care (CoC) and/or coordinated entry efforts? Do you provide/accept referrals? Do you participate in other coordinating bodies or work with service/business/government organizations?

AMIH is a board member of the local Continuum of Care (CoC) and serves on the Executive Board of HRCS, our CoC governing body. AMIH actively participates in coordinated entry (CE) for Placer County and utilizes the Placer "By Name List" to identify the most vulnerable residents in our county who need housing. AMIH provides and receives referrals through CE. In addition, the AMIH housing coordinator outreaches to the local homeless shelters and collaborates closely with the Roseville

police department. All agencies have played a vital role in the Roseville Homelessness Task Force and received the collaboration of the year by the Placer Collaborative Network.

A.S.K. has a long history of collaboration with other agencies including: ASOC, Gathering Inn, Welcome Center, Cirby Clubhouse, PIRS, HRCS, PCN, Voc Rehab, Campaign for Community Wellness (CCW), Project Go, VOA, Turning Point, PCOE, SUP, and the cities of Roseville, Rocklin & Auburn.

SVDP provides the BAGS Home Delivery program and partners with Seniors First, ensuring seniors receive either supplemental groceries or prepared meals according to their need.

SVDP has a relationship and accepts referrals from many local churches in Placer County. In 2021, SVDP became a partner with Unite Us, a referral source in the Greater Sacramento Region, allowing referrals coming into Roseville to connect for our 4 main programs - food drive thru distribution, home delivery, meals to go, and rental & utility assistance.

10. Describe your use of volunteers.

How do volunteers contribute to your efforts overall and to this program or project specifically?

AMIH/KF has a partnership with CSU, Sacramento & UMass Global to work with students in the social work & mental health BS & MS internship programs. Interns help create & implement individual service plans and visit with our residents at their homes to provide education on basic life skills. Last year additional volunteers helped by gathering and donating household items and by creating welcome bags for residents that include essential items.

KF uses volunteers for the annual Santa Party's to distribute donated gifts to clients and for their "adopt a family" events. Volunteers are also used for the annual golf tournament and other fundraising activities.

SVDP uses volunteers for their BAGS Home deliveries which is a component of their Food Locker. The Food Locker operates with support of over 400 hours of volunteer service monthly. Five days/wk volunteers prepare and serve meals in the SVDP dining room. SVDP volunteers are essential and the program cannot operate without them.

11. Describe your history and experience providing services to the community.

Be sure to include the number of years in operation and summary of major accomplishments.

AMIH: Utilizes funds from EHAPCD, CSBG, CDBG, MHSA, ESG, HEAP, HHAP, BFH, HSP, and Homesafe, AMIH has provided housing for homeless adults and families since 2003. Prior to 2003, AMIH operated under NAMI Placer County to provide transitional housing since 1992. In 2015, we housed over 120 individuals and families throughout our housing programs, over 350 in 2016, 550 in 2017, 675 in 2018, 850 in 2019, 887 in 2020, 1167 in 2021, and nearly 2000 participants in 2022. Currently we have 200 permanent housing beds, over 200 rapid re-housing vouchers, 5 emergency housing beds, 15 board and care beds, 10-12 former foster youth vouchers, and 37 beds for transitional housing.

KidsFirst was established 30 years ago as a PC Child Abuse Prevention Council with experience providing counseling and family resource services with offices in Roseville and Auburn. KF has a strong case management system with comprehensive programs focused on prevention, intervention and wellness to stabilize and support children and families. We have a robust referral program for basic needs, education, crisis intervention, and counseling.

SDVP: Founded 40 years ago in August, 1983, as a project from Saint Rose Catholic Church in Roseville, CA. SVDP originally started as a small Thrift Store and office, providing free furniture and financial help towards rent and utilities for Roseville residents.

In December 1983, the Dining Room was opened and in January 1984 the Food Locker began operation, serving 200 households monthly.

SVDP has 5 main programs serving South Placer county:

1. Food Locker Drive-thru serving over 225 households weekly
2. St Vincent TO GO Meals serving 300 meals weekly
3. BAGS Home Delivery 85 seniors in Roseville and 85 Rocklin residents
4. Rental & Utility Assistance - ASK collaboration, Rocklin CDBG
5. Smiles Program - School Backpack & Christmas Program

12. Describe your experience with this type of program or project.

If this is a new program or project, your experience with similar programs and projects. If this addresses homelessness, what is your knowledge of issues and needs specific to homeless persons, including families and those at risk of homelessness?

The A.S.K. agencies have provided housing and/or supportive services for individuals and families in crisis and dealing with homelessness for several decades. Case managers, peer counselors, and other program staff at our respective agencies have long understood that issues such as domestic violence, mental illness, physical illness, job loss, unavailability of services or ineligibility for services contribute to homelessness and risk of homelessness. In other situations, financial and housing instability bring underlying issues to a crisis point. A.S.K. partners have worked closely with each other for many years to

help ensure that individuals and families in the community have access to the human services safety net.

SVDP and KF provide services that support housing retention for at-risk individuals and families. KF serves clients whose issues may lead to homelessness such as DV, Maternal depression, trauma, ESL, and mental health struggles. AMIH is primarily a housing provider and will utilize their landlord liaison and housing coordination program with 15 housing coordinators to find and identify affordable units in Roseville/Rocklin. In addition, AMIH works in partnership with the Placer County Mobile Crisis Team to provide peer employment and emergency housing for individuals who are having a mental health crisis. The A.S.K. partnership will enhance a multi-prong approach that addresses homelessness directly as well as its underlying causes.

AMIH is certified in the evidence based "Ready to Rent" practice. Our Housing Coordinators provide these training's on a regular basis to help individuals with poor credit and rental history become better candidates for available housing. We also partner with Northern California Legal Services to provide eviction and credit repair. And lastly for clients with disabilities our SOAR liaison can assist with social security applications that are then fast tracked for approval.

13. Identify staff who will implement and manage the program or project.

Include their experience administering the activity or similar type of activities. If this is a collaborative effort, note the agency for each staff person. Attach resumes and job descriptions or duty statements.

AMIH A.S.K. staff: Housing Coordinators (Amber Haughn, Michaela Thompson), Housing Coordination Director (Vanessa Aguilar), Housing Supervisor (Miles Shelly) Data Analyst (Jason Winters), COO (Shane Libby), and Jennifer Price (CEO).

SVDP: Will use existing staff for the A.S.K. program including: Bookkeeper (Cheri Alejo), Office Manager (Desiree Orozco), and Executive Director (Rebecca Rush).

KF: Will use existing staff: CEO (Debbie Gabelich), Program Manager (Christina Hernandez), and a variety of Case Managers.

Benefits: By consolidating some program and administrative services, A.S.K. will use funding more efficiently, which will increase the program's overall capacity. The scope of services provided by the agencies will ensure that the collaboration maximizes engagement with Roseville/Rocklin residents in need of services to improve outcomes. A.S.K. will ensure a warm hand-off of clients being referred to each other.

14. Describe your service area. CDBG funding is intended to benefit City of Roseville residents. HP RR funding is intended to benefit Roseville and Rocklin residents.

If you serve an area less than the entire city, explain. If you serve an area larger than the city, how will you identify costs to serve Roseville residents? How will you assure Roseville residents are referred by outside agencies?

All agencies in the A.S.K. collaboration serve the Placer County region and provide services in the City of Roseville & Rocklin. Residency for each participant is verified at program entry and documented on their HMIS intake forms. A.S.K. receives client referrals through partnerships with public and community based human services agencies that serve Roseville residents. We also receive referrals through schools, courts, law enforcement agencies, and other health care providers. In addition, A.S.K. agencies will use the Placer County By Name List through coordinated entry for referrals. A.S.K. reaches out to the community to raise awareness and accessibility.

KF has their main office located in Roseville and increased referrals from local schools, Roseville Utility and local Community Based Organizations. This has been further strengthened with participation in the housing collaborative and further collaborations with other members of that group, serving to assist clients with budgets and Ready-to-Rent programs. KF leverages the countywide collaborations and other in-house services to build capacity for clients served.

SVDP has their main office located in Roseville, conveniently located to supportive services provided by ASOC and the City of Roseville. SVDP primarily serves the Roseville/Rocklin area.

AMIH has their administrative office in Auburn, but we also have an office at 110 N Sunrise Blvd in Roseville. The AMIH service area is the Placer/Nevada region.

15. List all City of Roseville funding received within the last three (3) years including funding amount and status.

List as follows: PROGRAM/PROJECT NAME, SOURCE/TYPE, AWARD AMOUNT, AWARD DATE, EXPENDED AMOUNT, STATUS (planned, underway, complete, or canceled)

2022/2023: Rapid Rehousing & Homeless Prevention - \$500,000 for the ASK program. Source: City of Roseville/Rocklin. Status: Underway.

2022/2023: Temporary rent & utility assistance with supportive services. Source: City of Roseville. \$15,000. Status: Underway.

2021/2022/2023: Rental Assistance - \$400,500 (CDBG CV). Source: City of Roseville. Status: Underway.

2021/2022: Rapid Rehousing & Homeless Prevention - \$250,000 for the ASK program. Source: City of Roseville. Status: Complete.

2021/2022: Temporary rent & utility assistance with supportive services. Source: City of Roseville. \$15,000. Status: Complete.

2020/2021: Temporary rent & utility assistance with supportive services. Source: City of Roseville. \$15,000. Status: Complete.

2020: Rapid Rehousing & Homeless Prevention - \$250,000 for the ASK program. Source: City of Roseville. Status: Complete.

2019/2020: Housing Support Services. Source: City of Roseville. \$15,000. Status: Complete.

16. Should the City award less than you have requested, how will this impact the program or project?

Will you accept a lesser amount? Will goals be reduced? Will the program or project not be feasible?

If A.S.K. receives less money than requested it will directly impact the number of participants that can be served. The number of individuals receiving short-term housing assistance will need to decrease as well as the amount of deliverable supportive services in proportion to any decrease in funding.

The funding from this application reaches the most vulnerable households in Roseville/Rocklin. This funding is a lifeline and can prevent extremely low income families from becoming homeless. This year we are requesting additional funds to assist KF & SVDP in particular. Each year, they fully expend the funds allocated to them in the first two quarters of the fiscal year. This just identifies how many families in particular are in need of the homeless prevention funding to address high stress situations such as job loss and medical issues.

17. Explain how this program or project offers something different from what other agencies may offer, or are currently offering.

Do you coordinate with other agencies to leverage and avoid duplication? What makes you different? Are services targeted to a unique population? Are you uniquely positioned to serve a community because of location, relationships, or staff skills?

There are currently other agencies providing some rapid rehousing and homeless prevention, but most of the housing money available is for permanent or emergency housing or has been directly tied to COVID relief. This program will differ in that it is a genuine collaborative effort to benefit all low income homeless or at risk in Roseville & Rocklin. The funding will allow participants to retain and preserve their current housing through one time rental or utility assistance. It will also offer short-term rental assistance to low-income residents who need a leg up to obtain stable housing. This differs from current programs that have strict requirements for people in need of assistance and have limits on the individuals they can serve.

This program also differs from other agencies, in that our clients receive support after they are housed. The agencies involved often have long term relationships with participants and can continue to offer services utilizing other available funding. In addition, AMIH in particular has more housing coordinators than any other program. The AMIH team spends a significant amount of time on landlord recruitment and we provide weekly email updates on available housing to the nearly 500 participants on our wait lists. Housing is in short supply and we are constantly updating our clients on housing that isn't even on the open market yet due to our diligent efforts with landlords.

18. These funds must be used to benefit extremely low, very low, and low and moderate income persons. You must also collect and report demographic information on persons served. Describe your methods for documenting eligibility for services and collecting demographics.

If you are targeting a low-income area, please describe the area and how you determined it is low-income. If you are serving a population that is presumed to be low-income, please describe. Describe the tools you use to report on persons served.

AMIH, KF & SVDP will utilize the Homeless Management Information System for all incoming clients. This database will compile all data to comply with reporting requirements.

The intake paperwork captures the following data: demographics, income, income source, homeless status, location, and current housing placement or lack thereof. All participants from these programs will utilize the HMIS intake, update, and exit forms to compile demographic & income information to determine eligibility and to record any updates while enrolled in the A.S.K. program.

19. Are you currently participating in and using HMIS? Are you part of coordinated entry? (HOMELESS)

If not, will you begin using HMIS if awarded funding? Will information on persons served under this award be entered into HMIS?

A.S.K. will use HMIS to count and monitor the participants in this program. AMIH, SVDP, and KF participate in HMIS and will enter their participants into HMIS. AMIH participates directly in Coordinated Entry. See #9 for more information about Coordinated Entry participation.

20. How many unduplicated persons are you projecting to serve THIS year (Jul-Jun)? How many of those will be

Roseville residents?

If not underway, enter 0. Ignore the automatic total under the table you will see in preview and print.

1000	Total unduplicated persons
1000	Roseville unduplicated persons
2,000.00	TOTAL

21. How many unduplicated persons are you projecting to serve NEXT year (Jul-Jun) should you receive this award? How many of those will be Roseville residents?

Ignore the automatic total under the table you will see in preview and print.

1000	Total unduplicated persons
1000	Roseville unduplicated persons
2,000.00	TOTAL

22. What is your total cost to serve each unduplicated person? Amount funded by this grant?

Ignore the automatic total under the table you will see in preview and print.

1000	Total cost/person (\$)
1000	Cost/person funded by this grant (\$)
2,000.00	TOTAL

23. Describe the primary unit of service you will provide.

You will propose numbers in the following question. Examples include: meals, homes repaired, hours of service provided, shelter nights.

Shelter Nights

24. How many units of service (above) do you propose to provide? How many can be attributed to the funding requested?

35000	Total units
27000	Units attributed to funding requested
62,000.00	TOTAL

25. This request will ... (SERVICES, FACILITIES, HOMELESS)

Select one

- ☐ Result in an increase in the current level of service provided, or increase the capacity of a facility.
- ☐ Improve access to an existing service, or improve access to an existing facility.
- ☒ Prevent a reduction in the current level of service provided, or reduction in the current capacity of a facility.
- ☐ Correct a currently sub-standard level of service, or correct a sub-standard condition in a facility.

26. Describe all planning/predevelopment steps that have been completed to date. (FACILITIES)

-answer not presented because of the answer to #1-

27. Is this project a multi-phased activity? (FACILITIES)

-answer not presented because of the answer to #1-

28. Is this a new program/service, or an expansion or continuation of an existing program/service? (SERVICES, HOMELESS, ECONOMIC DEVELOPMENT)

- ☐ New
- ☐ Expansion
- ☒ Continuation

29. Enter the number of full-time and part-time jobs that will be created or retained. (ECONOMIC DEVELOPMENT)

-answer not presented because of the answer to #1-

30. Enter the number of full-time and part-time jobs that will be created or retained FOR LOW-INCOME PERSONS. (ECONOMIC DEVELOPMENT)

-answer not presented because of the answer to #1-

31. Provide any additional information in the space below that you would like to be considered for this proposal.

If none, enter "none."

The goal of the A.S.K. collaboration was to create a true wraparound care system for residents who are homeless or facing homelessness by addressing issues that contribute to the problem and providing relevant support services that increase housing stability. A.S.K. recognizes the need for increased community collaboration to support the increasing demand for housing services. By bringing these three agencies together we continue reducing the number of homeless in the City of Roseville/Rocklin.

32. Have you completed the budget tab?

☒ Yes

33. Have you uploaded all required documents?

☒ Yes

Program/Project Budget [top](#)

Revenue/Sources	Prior (Actual)	Current (Budgeted)	Proposed
City of Roseville (this request)	USD\$ 250,000.00	USD\$ 500,000.00	USD\$ 600,000.00
ESG Placer COC	USD\$ 25,000.00	USD\$ 100,000.00	USD\$ 100,000.00
Placer County	USD\$ 25,000.00	USD\$ 25,000.00	USD\$ 25,000.00
ESG Cares	USD\$ 50,000.00	USD\$ 50,000.00	USD\$ 0.00
HHAP	USD\$ 0.00	USD\$ 0.00	USD\$ 25,000.00
Total	USD\$ 350,000.00	USD\$ 675,000.00	USD\$ 750,000.00

Expenses/Uses	Prior (Actual)	Current (Budgeted)	Proposed
One Time/Short Term Rental Assistance	USD\$ 150,000.00	USD\$ 350,000.00	USD\$ 390,000.00
Hotel Vouchers	USD\$ 10,000.00	USD\$ 3,825.00	USD\$ 10,500.00
Application Fees	USD\$ 5,000.00	USD\$ 11,375.00	USD\$ 10,500.00
Case Manager Salaries	USD\$ 100,000.00	USD\$ 175,000.00	USD\$ 175,000.00
Deposits	USD\$ 38,000.00	USD\$ 67,500.00	USD\$ 83,000.00
Utilities	USD\$ 7,500.00	USD\$ 11,800.00	USD\$ 20,000.00
Job Training/Job Search	USD\$ 1,500.00	USD\$ 2,500.00	USD\$ 0.00
Telecommunications	USD\$ 600.00	USD\$ 600.00	USD\$ 600.00
Transportation	USD\$ 3,000.00	USD\$ 4,259.00	USD\$ 5,000.00
Administration	USD\$ 34,400.00	USD\$ 48,141.00	USD\$ 55,400.00
Total	USD\$ 350,000.00	USD\$ 675,000.00	USD\$ 750,000.00

Current less Prior **USD\$ 325,000.00**

Change from Prior (Actual) to Current (Budgeted)

Proposed less Current **USD\$ 75,000.00**

Change from Current (Budgeted) to Proposed

Program/Project Budget Narrative

In addition to this request for HPRR funding, this project will be leveraged by A.S.K. agencies as follows:

AMIH: Placer County Housing Coordinator contract, MHSA, ESG, CalWorks RRH, Bringing Families Home, HHAP, and AMIH general operations funds. These contracts provide funding for services to prevent homelessness, rapidly rehouse or permanently house individuals through vouchers in the community. All funding sources leverage each other and the participant will be placed in the housing program that is most applicable to their need. In addition, AMIH will utilize the services of their 13 other housing coordinators as matching funds (\$910,000 value).

KF: Will leverage existing agency funds/funding to provide comprehensive support services that will not only help identify and refer for rapid rehousing, but help stabilize and provide resources to the families to avoid/prevent homelessness.

SVDP: Will leverage their food programs, staffing, employment programs, volunteers, and homeless assistance funds.

Documents Requested *Required? **Attached Documents ***

Agency Adopted Budget for current year

[Agency Budget](#)

Program/Project Proposed Budget

[Program Budget](#)[download template](#)

Current Organizational Chart

[Org Chart](#)

Authorized Signatory Page

[Authorized Signatory](#)[download template](#)

Collaborator Commitment Letter(s)

Award Letter(s)

Other documents

* ZoomGrants™ is not responsible for the content of uploaded documents.

Application ID: 427441

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EXHIBIT “B”

Performance Measures of Program Outcomes

The City and its grantees will track data on the performance measures as described below. The City will require grantees to collect this information from project participants at program entry and at program exit, or as needed based on timing of submittal of monitoring reports, whichever occurs first. Grantees that do not measure progress or do not make notable progress through the services provided will rank lower or may not be considered for potential future funding rounds. Grantees must utilize the Homeless Management Information System (“HMIS”) intake, update, and exit forms.

Measurement 1: How many people were served?

- # of people served and demographics

Measurement 2: How many secured housing?

- % and # of people who successfully secure housing, separated into transitional or residential treatment facility and permanent housing
- Cost/benefit ratio (number of clients exited to permanent housing/program cost)
- Length of time from program entry to securing permanent housing

Measurement 3: What are the long-term benefits? Are there any impacts to other services?

Housing:

- % and # of people who retain permanent housing at 6 month intervals from placement in permanent housing or obtain permanent housing after time in transitional or residential treatment

Income and Benefits:

- % and # of participants receiving monthly income (employment or permanent benefit)
- % and # of participants receiving CalFresh
- % and # of participants receiving General Assistance
- % and # of people with health insurance

Physical and Behavioral Health:

- % and # of emergency care visits
- % and # of days in psychiatric hospitalization

Criminal Justice Involvement:

- % and # of days in jail
- % and # of arrests/tickets

Measurement 4: Please provide narrative information regarding your local partnerships and how you collaborate with other partners and referral agencies to increase service delivery efficiency and decrease service duplication in Roseville and Rocklin.

Measurement 5: Are participants of your program properly entered and updated in the HMIS database?

Use of Funding: A summary report regarding use of the program grant funding will be required with each monitoring report as well, including a final report on the use of funds.

Performance measurements that are unrelated to a given program can be waived at the discretion of City housing staff.

RESOLUTION NO. 23-276

APPROVING A GRANT AGREEMENT FOR HOMELESS PREVENTION AND RAPID
REHOUSING SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE
GATHERING INN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Grant Agreement for Homeless Prevention and Rapid Rehousing Services,
by and between the City of Roseville and The Gathering Inn, has been reviewed by the City
Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said Grant Agreement for Homeless Prevention and Rapid Rehousing Services 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

**GRANT AGREEMENT FOR HOMELESS PREVENTION
AND RAPID REHOUSING SERVICES**

THIS GRANT AGREEMENT, is made and entered into this ____ day of _____, 20__, by and between the City of Roseville acting in its role as the Housing Successor, a municipal corporation ("CITY"), and The Gathering Inn, a California non-profit corporation ("GRANTEE").

W I T N E S S E T H:

WHEREAS, pursuant to Health and Safety Code Section 34175(b) and the California Supreme Court's decision in California Redevelopment Association, et al. v. Ana Matosantos, et al. (53 Cal. 4th 231 (2011)), on February 1, 2012, all assets, properties, contracts, leases, books and records, buildings, and equipment of the Redevelopment Agency of the City of Roseville ("RDA") transferred to the control of the Successor Agency of the RDA ("Successor Agency") by operation of law; and

WHEREAS, pursuant to Health and Safety Code Section 34179.7, the California Department of Finance ("DOF") issued a finding of completion to the Successor Agency on August 30, 2013; and

WHEREAS, funds in the Low and Moderate Income Housing Asset Fund were subsequently transferred from the Successor Agency to CITY to use in its role as Housing Successor; and

WHEREAS, Section 34176.1(a)(2) of the California Health and Safety Code authorizes Housing Successors, after meeting certain obligations, to expend up to two-hundred and fifty

thousand dollars (\$250,000) per fiscal year for homeless prevention and rapid rehousing services; and

WHEREAS, CITY has been granted additional funds for homeless prevention and rapid rehousing services through the Department of Housing and Community Development's Permanent Local Housing Allocation program; and

WHEREAS, GRANTEE has applied for a grant from these funds in response to CITY's Notice of Funding Availability; and

WHEREAS, the Grant Application is attached as Exhibit "A" to this Grant Agreement and is incorporated herein by this reference; and

WHEREAS, CITY, after meeting the required obligations and acting in its role as the Housing Successor, desires to grant GRANTEE two hundred fifty thousand dollars (\$250,000) for homeless prevention and rapid rehousing services pursuant to the terms and conditions of this Grant Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Grant. CITY hereby authorizes a grant to GRANTEE in the amount of two hundred fifty thousand dollars (\$250,000) for homeless prevention and rapid rehousing services.
2. Terms of Agreement Prevail. GRANTEE shall comply with all the terms and conditions of the Grant Application and this Grant Agreement. In the event of any discrepancy between the terms of this Grant Agreement and those of the Grant Application, the terms of this Grant Agreement shall prevail.
3. Eligible Services. GRANTEE may only expend the grant on the homeless prevention and rapid rehousing services identified in the Grant Application. Grant funds may

only be used to serve households with incomes not exceeding thirty percent (30%) of area median income, as determined by Department of Housing and Community Development guidelines. Grant funds may not be used for health or mental health services, food, clothing, emergency shelter, or other services that do not directly assist an individual with avoiding or exiting homelessness. All services shall be performed in a manner satisfactory to CITY's Economic Development Director.

4. Funds to be Expended During Before June 30, 2024. The grant shall be payable only from the Low and Moderate Income Housing Asset Fund. The grant is made only for the time of period July 1, 2023 through June 30, 2024. All funds received by GRANTEE under this Grant Agreement shall be spent prior to June 30, 2024. All funds not spent within the current period shall be returned to CITY by July 31, 2024.

No other fund of CITY, including without limitation its general fund, shall be liable for any payment under this Grant Agreement, nor is the taxing power of CITY pledged in any manner.

5. Grantee as Independent Entity. GRANTEE and the agents or employees of GRANTEE in performance of this Grant Agreement shall act in an independent capacity and not as officers, employees or agents of CITY.

6. City's Right to Terminate. CITY may terminate this Grant Agreement at any time and be relieved of the payment of any consideration to the GRANTEE should GRANTEE fail to perform the covenants herein contained in the manner herein provided.

7. No Assignment. This Grant Agreement is not assignable by GRANTEE either in whole or part.

8. Time is of the Essence. Time is of the essence of this Grant Agreement.

9. All Terms to be in Writing. No alteration or variation of the terms of this Grant Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on either of the parties hereto.

10. Generally Accepted Accounting Principles. GRANTEE agrees to establish and maintain fiscal controls and accounting procedures in accordance with generally accepted accounting principles as required by the Finance Director of CITY.

GRANTEE agrees to keep records and fully disclose the amount, date, purpose, payee and disposition of the proceeds of the grant; the total cost of the program for which the grant is awarded; and the amount and disposition of that portion of the total cost provided by other sources. The procedure developed by GRANTEE must provide for accurate and timely recordation of the receipt of funds, expenditures, and unexpended balances.

11. Allowability of Expenditures. GRANTEE shall accurately document each transaction to permit the determination, through an audit if requested by CITY, of the accuracy of the records and the allowability of expenditures charged to grant funds. If the allowability of an expenditure cannot be determined because records or documentation are inadequate, the questionable expenditure shall be disallowed. In such case, GRANTEE shall reimburse CITY the amount of any disallowed expenditure. Determination by CITY of the allowability of any expenditure shall be final except in instances of fraud, mistake, or arbitrariness.

12. Maintenance of Records. GRANTEE agrees to maintain fiscal records, including invoices and receipts for a period of three (3) years after termination or expiration of this Grant Agreement and to permit CITY to inspect those records.

13. Audit. CITY may at any time require an audit of GRANTEE's financial and program records.

14. Reports. GRANTEE shall, at such time and in such forms as CITY may require, furnish CITY statements, records, reports, data and information pertaining to matters covered by this Grant Agreement. GRANTEE shall file a Semi-Annual Report no later than February 1, 2024 and an Annual Report no later than August 1, 2024 containing information related to how the grant funds were expended, the types of services provided, an overview of collaboration efforts with local partners, and a summary of program outcomes required in Exhibit "B," which is incorporated herein by this reference, including, but not limited to, how many persons retained or obtained housing.

15. Unlawful Discrimination Prohibited. During the performance of this Grant Agreement, GRANTEE shall not deny this Grant Agreement's benefits to any person on the basis of religion, race, color, ethnic group, ancestry, national origin, sex, age, physical or mental disability, medical condition, genetic information, marital status, sexual orientation, or any other legally protected basis nor discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military status, veteran status, or any other legally protected basis. GRANTEE shall ensure that the evaluation and treatment of all employees and applicants for employment are free of such discrimination.

16. Fair Employment. GRANTEE shall comply with the provision of the Fair Employment and Housing Act (Government Code § 12900, et seq.), the regulations promulgated thereunder (2 CCR § 10000, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3,

Title 2 of the Government Code (§ 11135-11139.5) and the regulations or standards adopted by the State to implement such article.

17. Indemnification. To the fullest extent allowed by law, GRANTEE shall defend, indemnify, save and hold harmless CITY and all its officers, agents, employees and volunteers from all claims, suits or actions of any means, kind or description brought forth on account of fiscal or other injuries to or death of any person including but not limited to workers or the public or damage to property or natural resources resulting from the performance of this Grant Agreement except as otherwise expressly provided by statute. The duty of GRANTEE to defend, indemnify, save and hold harmless includes the duties to defend as set forth in Civil Code § 2778.

GRANTEE waives any and all rights to any types of expressed or implied indemnity against CITY, its officers and employees. GRANTEE warrants that it is fully aware of an expressly waives the protection of Civil Code § 1542. GRANTEE's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Grant Agreement for the full period of time allowed by law. The parties intend that this provision shall be broadly construed.

18. Termination by CITY. CITY may terminate this Grant Agreement in whole or part upon ten (10) days prior written notice to GRANTEE for any of the following reasons:

A. GRANTEE fails to proceed for whatever reason with the services in the manner set forth in this Grant Agreement.

B. CITY deems this Grant Agreement is not satisfactorily being performed.

C. If any portion of this Grant Agreement is assigned without prior written approval of CITY.

19. No Waiver of Breach. No waiver of any breach of this Grant Agreement by CITY shall be held to be a waiver of any other or subsequent breach.

20. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Grant 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 Grant Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Grant Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2023, and CONSULTANT has caused this Agreement to be executed.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE, a
municipal corporation

THE GATHERING INN, a
California non-profit corporation

BY: _____
DOMINICK CASEY
City Manager

BY: Clifford R. Haggis, Jr.
its: Vice-Chair, Clifford R. Haggis, Jr.

ATTEST:

and

BY: _____
CARMEN AVALOS
City Clerk

BY: Jeffrey Shone
its: JEFFREY SHONE, SECRETARY

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
MELISSA ANGUIANO
Economic Development Director

CITY OF ROSEVILLE, a
municipal corporation

THE GATHERING INN, a
California non-profit corporation

BY: _____
DOMINICK CASEY
City Manager

BY: _____
its: _____

ATTEST:

and

BY: _____
CARMEN AVALOS
City Clerk

BY: _____
its: _____

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
MELISSA ANGUIANO
Economic Development Director

EXHIBIT “A”

Grant Application



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City of Roseville

Housing Division

2023/24 CDBG and HPRR Funding Application

Deadline: 2/6/2023

The Gathering Inn TGI - HPRR Housing Services

Jump to: [Pre-Application Questionnaire](#) [Funding Application](#) [Program/Project Budget](#) [Documents](#)

USD\$ 341,800.00 Requested

USD\$ 1,300,000 Total cost of the program or project

Submitted: 2/5/2023 6:37:17 PM (Pacific)

Project Contact

Rolande Tellier

rtellier@thegatheringinn.com

Tel: 9166625351

Additional Contacts

megan@thegatheringinn.com

The Gathering Inn

201 Berkeley Ave
Roseville, CA 95678
United States

President and CEO

Keith Diederich

keith@thegatheringinn.com

Telephone 916-791-9355

Fax

Web www.thegatheringinn.com

EIN 84-1657746

UEI JSK9ML95RU75

SAM

Expires

Pre-Application Questionnaire [top](#)

Primary Applicant

1. Which type of applicant entity are you?

Select one.

- ☒ Non-profit (501c3/c4)
☐ Public agency
☐ Multi-agency Collaborative – Non-profit
☐ Multi-agency Collaborative – Non-profit/Public Agency
☐ Other:

2. Have you received any grant funding from the City of Roseville before?

- ☒ Yes
☐ No

3. Which grant types has your agency received before?

Check all that apply. From any source or agency.

- ☒ CDBG
☒ REACH/Citizen's Benefit Fund
☒ Homeless Prevention and Rapid Re-Housing
☐ Other homeless funds (McKinney-Vento or other)
☐ Other:

☐ No prior funding

Application Summary Description

4. Briefly describe the proposed program or project.

Requested funds will support housing services provided by TGI's housing coordinator and case managers.

Co-Applicant/Collaborating Agency

5. If this is a collaborative application, how many agencies are involved?

Tick "0" if this is **not** a collaborative application.

- ☒ 0
☐ 1
☐ 2
☐ 3
☐ 4
☐ 5
☐ 6
☐ more than 6

6. List the collaborating agencies (Enter "none" if none.)

Enter agency name and DUNS# if assigned

None

7. Which funding source are you requesting?

Select one

- ☐ CDBG
☒ HPRR

8. Indicate the type of activity. You may select only one.

You may submit more than one application. You may submit applications for more than one activity type. If you are not sure which category to select, please consult City staff. You will need to know this for your main application.

- ☐ Public Services (not including services for homeless persons)
☐ Public Facilities
☐ Economic Development
☐ Housing (not including housing and shelter for homeless persons)
☒ Homeless Prevention and Rapid Re-housing
☐ Other Homeless Services (including shelter)

9. Has the organization expended more than 750k in federal funds in the most recent FY?

- ☐ Yes
☒ No

Funding Application [top](#)

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #1.

1. Indicate the type of activity. You may select only one. (BRANCHING CRITERIA)

You may submit more than one application. You may submit applications for more than one activity type. If you are not sure which category to select, please consult City staff. Your selection will determine the questions you are required to complete.

- ☐ Public Services (not including services for homeless persons)
☐ Public Facilities
☐ Economic Development
☐ Housing (not including housing and shelter for homeless persons)

- ☒ Homeless Prevention and Rapid Re-housing
☐ Other Homeless Services (including shelter)

2. Describe the program or project.

What is the service you will provide or the project you will complete? How will it happen and when? What will be the result? Who will benefit and how? What are the goals and objectives?

TGI employs 3 FTE Case Managers to work directly with our homeless guests at our South Placer location. Case Manager's specific duties include the following:

- Interview incoming guests and perform a needs assessment to identify each guest's barriers to obtaining housing and determine needs. This information is used to collaborate with the guest to develop a specific plan to connect them to the services and support necessary to ready them for housing.
- After initial intake, case managers meet and follow up with each guest regularly on at least a weekly basis.
- Provide transportation for guests to and from appointments related to their medical, housing or employment needs.

The Housing Coordinator works directly with guests in all of TGI's programs, including the shelters, medical respite and permanent supportive housing. The Housing Coordinator's role includes but is not limited to assisting case managers and guests with maintaining an inventory of current available housing vouchers, participating in collaborative meetings with other agencies on Built for Zero, case conferencing, and monitoring the long-stayers and veteran's by names lists; assisting guests with completing housing applications, building a database of landlords TGI works with, identifying and reaching out to new landlords interested in partnering with TGI, and providing housing readiness courses (Ready to Rent). Once a housing opportunity is identified the housing coordinator accompanies the guest to housing inspections, and provides assistance with deposit and first month's rent. The housing coordinator works with TGI's donations coordinator to secure needed furniture and household items the guest may need for move-in.

3. Location(s) where services will be provided or project will be completed.

Include administrative offices if services will also be provided there or from there. Provide street address, city, and ZIP code.

The Housing Coordinator is based at TGI's South Placer campus at 201 Berkeley Ave., Roseville, CA 95678, but works collaboratively with all case managers in all of TGI's service locations.

4. What is the program's/project's current status?

Is it still being planned? Is it underway? Is it ready to receive funding? Is the program or project seasonal? What will need to be done before the program or project can start?

Project is underway

5. When will the program or project begin?

If underway as of application, enter "underway."

Underway

6. When will the program or project be completed?

Services must be completed no later than June 30 of the award fiscal year.

June 30, 2024

7. What are the specific costs to be funded with this request?

Identify the types of costs and amounts. Salary, and for whom? Materials, what type and quantity? Equipment, specifications? How will funding these costs meet the goals and objectives described in this request?

Requested funding will support the following positions (inclusive of taxes and benefits):

(3) Case Managers @ \$59,350/year = \$178,050

(1) Housing Coordinator @ \$62,400/year

In addition, funding will provide for rapid rehousing activities including application fees, deposits, attaining documentation, hotel vouchers, landlord incentives, Ready to Rent certification and participant materials, and other activities to assist guests in crisis or in danger of losing current housing:

\$100,000

8. If this is a collaborative application, describe the collaboration being utilized for the proposed program or project.

Explain how the collaboration improves the provision of services or the competition of the proposed program or project. Attach co-applicant commitment letters to your application to document the collaboration.

N/A

9. Describe your other collaboration with other agencies, including non-profit and public agencies.

Do you participate in the local Continuum of Care (CoC) and/or coordinated entry efforts? Do you provide/accept referrals? Do you participate in other coordinating bodies or work with service/business/government organizations?

TGI participates in the CoC for Placer County, and holds a position on the board of directors.

Beginning in January, 2022 TGI was contracted with both Anthem Blue Cross and CA Health and Wellness to provide Community Supports under the CalAIM initiative. TGI is approved to accept referrals for and provide the following services:

- Housing Transition and Navigation Services
- Housing Deposit Services
- Housing Tenancy and Sustaining Services
- Recuperative Care / Medical Respite
- Day Habilitation

TGI has had a long-standing relationship with Placer County HHS, Placer and Roseville Housing Authorities, Placer County Probation, Sutter Health and Kaiser and numerous church partners

10. Describe your use of volunteers.

How do volunteers contribute to your efforts overall and to this program or project specifically?

Our volunteers demonstrate the heart of The Gathering Inn. They invest their time and talent to impact the lives of our guests, assure them of their value, and encourage their growth. Our South Placer program wouldn't exist without our network of over 20 hosting churches who provide food, shelter & fellowship 365 nights each year. Similarly, our Mid Placer program is upheld by numerous devoted volunteer groups from the community who daily provide and cook dinner for our guests in our 53-foot professional, mobile kitchen. Our dedicated volunteers also assist in our bi-weekly clothing closet, maintenance of our Roseville location and permanent supportive housing, fundraising & daytime resource center. Doctors and nurses donate their time to provide free on-site medical care to guests & low-income community members. All in all, our volunteers nurture friendship, encourage well-being and offer tangible proof that the guests we serve aren't invisible to the community, but are indeed valued

11. Describe your history and experience providing services to the community.

Be sure to include the number of years in operation and summary of major accomplishments.

TGI has been in operation since 2004, starting as a winter-only shelter with a small but dedicated group of local churches. We have experienced significant growth over the years, particularly since 2015. Some of TGI's major accomplishments during that

time include establishing a Resource Center for day services providing food, showers and access to computers; acquiring and managing permanent supportive housing in various communities in the county; establishing an Interim Care (medical respite) Program in 2009 through a partnership with Sutter Health which provides medical respite for people experiencing homelessness after discharge from a hospital stay; and starting in 2019, operation of the county's only emergency shelter, located in Auburn.

12. Describe your experience with this type of program or project.

If this is a new program or project, your experience with similar programs and projects. If this addresses homelessness, what is your knowledge of issues and needs specific to homeless persons, including families and those at risk of homelessness?

The Gathering Inn has been successfully operating our nomadic shelter for nearly 18 years. We participate in and facilitate the local Built For Zero effort. Some of our employees have lived experience and can easily relate and assist our homeless guests as they have first-hand knowledge of what our guests are experiencing. Many of our employees have been with the organization for several years and have gained knowledge of homeless issues through their employment, training, working with our guests & other collaborating agencies.

13. Identify staff who will implement and manage the program or project.

Include their experience administering the activity or similar type of activities. If this is a collaborative effort, note the agency for each staff person. Attach resumes and job descriptions or duty statements.

Rolande Tellier, Senior Director of Programs - provides overall direction to all TGI programs

Nicole Fernandez, Program Director, South Placer - provides day to day management of all services provided at the Roseville shelter location.

Lindsey DeLaMare and Stephen Dixon - Case Managers - provide one on one case plan development and management to guests at the South Placer (Roseville) location.

Sherice Martin - Housing Coordinator - manages all housing coordination and rapid rehousing activities; manages church partner schedule; develops and fosters landlord relations

14. Describe your service area. CDBG funding is intended to benefit City of Roseville residents. HPRR funding is intended to benefit Roseville and Rocklin residents.

If you serve an area less than the entire city, explain. If you serve an area larger than the city, how will you identify costs to serve Roseville residents? How will you assure Roseville residents are referred by outside agencies?

The Gathering Inn serves any man, woman, child or family experiencing homelessness in Placer County. As part of the intake

process for all of our guests, we identify their city of residence prior to becoming homeless. In this way, we are able to identify which guests came from Roseville and then track the cost associated with serving those guests. All data pertaining to guests is captured in the Homeless Management Information System (HMIS).

15. List all City of Roseville funding received within the last three (3) years including funding amount and status.

List as follows: PROGRAM/PROJECT NAME, SOURCE/TYPE, AWARD AMOUNT, AWARD DATE, EXPENDED AMOUNT, STATUS (planned, underway, complete, or canceled)

2022/2023-TGI Emergency Shelter Program - City of Roseville CDBG \$15,000 Awarded - Underway

2022/2023- TGI Dental Care - City of Roseville CDBG \$15,000 Awarded - Underway

2022/2023- TGI Emergency Shelter Program, Office Sound Proofing - City of Roseville CDBG \$25,100 Awarded - Underway

2022/2023- TGI Emergency Shelter Program - City of Roseville HPRR \$221,000

2021/2022 - TGI Emergency Shelter Program - City of Roseville CBT-REACH \$27,612 awarded - Complete

2021/2022 - TGI Emergency Shelter Program - City of Roseville CDBG \$15,000 awarded - Complete

2021/2022 - TGI Mental Health Clinician - City of Roseville CDBG \$15,000 awarded - Complete

2020/2021 - TGI Emergency Shelter Program - City of Roseville CBF \$39,375 awarded - Expended - Complete

2020/2021 - TGI Emergency Shelter Program - City of Roseville CDBG \$15,000 awarded - Expended - Complete

2020/2021 - TGI Mental Health Clinician - City of Roseville CDBG \$15,000 awarded - Expended - Complete

2020/2022 - City of Roseville HPRR \$150,000 awarded - Underway

16. Should the City award less than you have requested, how will this impact the program or project?

Will you accept a lesser amount? Will goals be reduced? Will the program or project not be feasible?

We hope The City of Roseville would fully fund our request but TGI would continue providing comprehensive homeless services by identifying alternative sources of income. TGI has always been vigilant about maintaining diversified sources of funding as we are acutely aware that no funding source is guaranteed to continue from one year to the next.

17. Explain how this program or project offers something different from what other agencies may offer, or are currently offering.

Do you coordinate with other agencies to leverage and avoid duplication? What makes you different? Are services targeted to a unique population? Are you uniquely positioned to serve a community because of location, relationships, or staff skills?

The Gathering Inn is the largest homeless emergency housing & supportive services provider in Placer County and is the only program that serves all demographics of those experiencing homelessness including men, women & families. No other agency in Placer County provides the breadth of supportive services The Gathering Inn does which include: medical services, clothing closet, laundry & shower services, daytime Resource Center and Service Center, case management, life skills & sobriety programs, on-site Mental Health Clinician support, medical respite and a Permanent Supportive Housing program.

18. These funds must be used to benefit extremely low, very low, and low and moderate income persons. You must also collect and report demographic information on persons served. Describe your methods for documenting eligibility for services and collecting demographics.

If you are targeting a low-income area, please describe the area and how you determined it is low-income. If you are serving a population that is presumed to be low-income, please describe. Describe the tools you use to report on persons served.

The Gathering Inn performs a detailed intake process with all our homeless guests, and collects a number of data points including: sources of income, amount of income, ethnicity, gender and length of homelessness. This intake process verifies our program participants' low income status. The intake process also provides data regarding our guests' background including; self-reported mental health conditions, whether they have been incarcerated, have been in treatment previously, have an existing medical condition, have a substance abuse problem or have received or are receiving government financial assistance. We would continue to use this system to count & monitor the beneficiaries of our programs. We have been utilizing the HMIS data management system for the past several years and have recently expanded its use to include tracking case management plans, notes & outcomes for our guests. TGI's Director of Data Management is specifically responsible for all guest demographic and statistical reporting and has vastly improved the timeliness, accuracy and efficiency of data collection over the past year.

19. Are you currently participating in and using HMIS? Are you part of coordinated entry? (HOMELESS)

If not, will you begin using HMIS if awarded funding? Will information on persons served under this award be entered into HMIS?

We have been utilizing the HMIS data management system for the past several years and have recently expanded its use to include tracking case management plans, notes & outcomes for our guests. Our Director of Data Systems is specifically responsible for all guest demographic and statistical reporting and has vastly improved the timeliness, accuracy and efficiency of data collection over the past year. All referrals for incoming guests and housing referrals are processed through HMIS.

20. How many unduplicated persons are you projecting to serve THIS year (Jul-Jun)? How many of those will be

Roseville residents?

If not underway, enter 0. Ignore the automatic total under the table you will see in preview and print.

283	Total unduplicated persons
225	Roseville unduplicated persons
508.00	TOTAL

21. How many unduplicated persons are you projecting to serve NEXT year (Jul-Jun) should you receive this award? How many of those will be Roseville residents?

Ignore the automatic total under the table you will see in preview and print.

325	Total unduplicated persons
250	Roseville unduplicated persons
575.00	TOTAL

22. What is your total cost to serve each unduplicated person? Amount funded by this grant?

Ignore the automatic total under the table you will see in preview and print.

3550	Total cost/person (\$)
1050	Cost/person funded by this grant (\$)
4,600.00	TOTAL

23. Describe the primary unit of service you will provide.

You will propose numbers in the following question. Examples include: meals, homes repaired, hours of service provided, shelter nights.

Unduplicated homeless individuals served

24. How many units of service (above) do you propose to provide? How many can be attributed to the funding requested?

325	Total units
97	Units attributed to funding requested
422.00	TOTAL

25. This request will ... (SERVICES, FACILITIES, HOMELESS)

Select one

- ☐ Result in an increase in the current level of service provided, or increase the capacity of a facility.
- ☐ Improve access to an existing service, or improve access to an existing facility.
- ☒ Prevent a reduction in the current level of service provided, or reduction in the current capacity of a facility.
- ☐ Correct a currently sub-standard level of service, or correct a sub-standard condition in a facility.

26. Describe all planning/predevelopment steps that have been completed to date. (FACILITIES)

-answer not presented because of the answer to #1-

27. Is this project a multi-phased activity? (FACILITIES)

-answer not presented because of the answer to #1-

28. Is this a new program/service, or an expansion or continuation of an existing program/service? (SERVICES, HOMELESS, ECONOMIC DEVELOPMENT)

- ☐ New
- ☐ Expansion
- ☒ Continuation

29. Enter the number of full-time and part-time jobs that will be created or retained. (ECONOMIC DEVELOPMENT)

-answer not presented because of the answer to #1-

30. Enter the number of full-time and part-time jobs that will be created or retained FOR LOW-INCOME PERSONS. (ECONOMIC DEVELOPMENT)

-answer not presented because of the answer to #1-

31. Provide any additional information in the space below that you would like to be considered for this proposal.

If none, enter "none."

None

32. Have you completed the budget tab?

☒ Yes

33. Have you uploaded all required documents?

☒ Yes

Program/Project Budget [top](#)

Revenue/Sources	Prior (Actual)	Current (Budgeted)	Proposed
City of Roseville (this request)	USD\$ 221,700.00	USD\$ 341,800.00	USD\$ 341,800.00
Total	USD\$ 221,700.00	USD\$ 341,800.00	USD\$ 341,800.00

Expenses/Uses	Prior (Actual)	Current (Budgeted)	Proposed
Salaries	USD\$ 165,360.00	USD\$ 193,440.00	USD\$ 193,440.00
Benefits	USD\$ 35,170.00	USD\$ 48,360.00	USD\$ 48,360.00
Materials			
Equipment			
Rent			
Utilities			
Rapid Rehousing funds	USD\$ 75,000.00	USD\$ 100,000.00	USD\$ 100,000.00
Total	USD\$ 275,530.00	USD\$ 341,800.00	USD\$ 341,800.00

Current less Prior **USD\$ 120,100.00**

Change from Prior (Actual) to Current (Budgeted)

Proposed less Current **USD\$ 0.00**

Change from Current (Budgeted) to Proposed

Program/Project Budget Narrative

Funding will support the following positions (inclusive of benefits)

(3) Case Managers @ \$59,350/year = \$178,050

(1) Housing Coordinator @ \$62,400/year

In addition, funding will provide for rapid rehousing activities including application fees, deposits, attaining documentation, hotel vouchers, landlord incentives, Ready to Rent certification and participant materials, and other activities to assist guests in crisis or in danger of losing current housing:
\$100,000

Documents [top](#)

Documents Requested *

Agency Adopted Budget for current year

Program/Project Proposed Budget
[download template](#)

Current Organizational Chart

Authorized Signatory Page
[download template](#)

Collaborator Commitment Letter(s)

Award Letter(s)

Other documents

Required? **Attached Documents ***



[South Placer budget](#)



[Program budget](#)



[TGI Org Chart](#)



[Authorized Signatory](#)

Application ID: 428971

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EXHIBIT “B”

Performance Measures of Program Outcomes

The City and its grantees will track data on the performance measures as described below. The City will require grantees to collect this information from project participants at program entry and at program exit, or as needed based on timing of submittal of monitoring reports, whichever occurs first. Grantees that do not measure progress or do not make notable progress through the services provided will rank lower or may not be considered for potential future funding rounds. Grantees must utilize the Homeless Management Information System (“HMIS”) intake, update, and exit forms.

Measurement 1: How many people were served?

- # of people served and demographics

Measurement 2: How many secured housing?

- % and # of people who successfully secure housing, separated into transitional or residential treatment facility and permanent housing
- Cost/benefit ratio (number of clients exited to permanent housing/program cost)
- Length of time from program entry to securing permanent housing

Measurement 3: What are the long-term benefits? Are there any impacts to other services?

Housing:

- % and # of people who retain permanent housing at 6 month intervals from placement in permanent housing or obtain permanent housing after time in transitional or residential treatment

Income and Benefits:

- % and # of participants receiving monthly income (employment or permanent benefit)
- % and # of participants receiving CalFresh
- % and # of participants receiving General Assistance
- % and # of people with health insurance

Physical and Behavioral Health:

- % and # of emergency care visits
- % and # of days in psychiatric hospitalization

Criminal Justice Involvement:

- % and # of days in jail
- % and # of arrests/tickets

Measurement 4: Please provide narrative information regarding your local partnerships and how you collaborate with other partners and referral agencies to increase service delivery efficiency and decrease service duplication in Roseville and Rocklin.

Measurement 5: Are participants of your program properly entered and updated in the HMIS database?

Use of Funding: A summary report regarding use of the program grant funding will be required with each monitoring report as well, including a final report on the use of funds.

Performance measurements that are unrelated to a given program can be waived at the discretion of City housing staff.

RESOLUTION NO. 23-277

APPROVING A GRANT AGREEMENT FOR HOMELESS PREVENTION AND RAPID REHOUSING SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE UNITY CARE GROUP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Grant Agreement for Homeless Prevention and Rapid Rehousing Services, by and between the City of Roseville and The Unity Care Group, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Grant Agreement for Homeless Prevention and Rapid Rehousing Services 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

**GRANT AGREEMENT FOR HOMELESS PREVENTION
AND RAPID REHOUSING SERVICES**

THIS GRANT AGREEMENT, is made and entered into this ____ day of _____, 20__, by and between the City of Roseville acting in its role as the Housing Successor, a municipal corporation ("CITY"), and The Unity Care Group, a California non-profit corporation ("GRANTEE").

W I T N E S S E T H:

WHEREAS, pursuant to Health and Safety Code Section 34175(b) and the California Supreme Court's decision in California Redevelopment Association, et al. v. Ana Matosantos, et al. (53 Cal. 4th 231 (2011)), on February 1, 2012, all assets, properties, contracts, leases, books and records, buildings, and equipment of the Redevelopment Agency of the City of Roseville ("RDA") transferred to the control of the Successor Agency of the RDA ("Successor Agency") by operation of law; and

WHEREAS, pursuant to Health and Safety Code Section 34179.7, the California Department of Finance ("DOF") issued a finding of completion to the Successor Agency on August 30, 2013; and

WHEREAS, funds in the Low and Moderate Income Housing Asset Fund were subsequently transferred from the Successor Agency to CITY to use in its role as Housing Successor; and

WHEREAS, Section 34176.1(a)(2) of the California Health and Safety Code authorizes Housing Successors, after meeting certain obligations, to expend up to two-hundred and fifty

thousand dollars (\$250,000) per fiscal year for homeless prevention and rapid rehousing services; and

WHEREAS, CITY has been granted additional funds for homeless prevention and rapid rehousing services through the Department of Housing and Community Development's Permanent Local Housing Allocation program; and

WHEREAS, GRANTEE has applied for a grant from these funds in response to CITY's Notice of Funding Availability; and

WHEREAS, the Grant Application is attached as Exhibit "A" to this Grant Agreement and is incorporated herein by this reference; and

WHEREAS, CITY, after meeting the required obligations and acting in its role as the Housing Successor, desires to grant GRANTEE one hundred twenty-three thousand, seven hundred ninety-four dollars (\$123,794) for homeless prevention and rapid rehousing services pursuant to the terms and conditions of this Grant Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Grant. CITY hereby authorizes a grant to GRANTEE in the amount of one hundred twenty-three thousand, seven hundred ninety-four dollars (\$123,794) for homeless prevention and rapid rehousing services.

2. Terms of Agreement Prevail. GRANTEE shall comply with all the terms and conditions of the Grant Application and this Grant Agreement. In the event of any discrepancy between the terms of this Grant Agreement and those of the Grant Application, the terms of this Grant Agreement shall prevail.

3. Eligible Services. GRANTEE may only expend the grant on the homeless prevention and rapid rehousing services identified in the Grant Application. Grant funds may only be used to serve households with incomes not exceeding thirty percent (30%) of area median income, as determined by Department of Housing and Community Development guidelines. Grant funds may not be used for health or mental health services, food, clothing, emergency shelter, or other services that do not directly assist an individual with avoiding or exiting homelessness. All services shall be performed in a manner satisfactory to CITY's Economic Development Director.

4. Funds to be Expended During Before June 30, 2024. The grant shall be payable only from the Low and Moderate Income Housing Asset Fund. The grant is made only for the time of period July 1, 2023 through June 30, 2024. All funds received by GRANTEE under this Grant Agreement shall be spent prior to June 30, 2024. All funds not spent within the current period shall be returned to CITY by July 31, 2024.

No other fund of CITY, including without limitation its general fund, shall be liable for any payment under this Grant Agreement, nor is the taxing power of CITY pledged in any manner.

5. Grantee as Independent Entity. GRANTEE and the agents or employees of GRANTEE in performance of this Grant Agreement shall act in an independent capacity and not as officers, employees or agents of CITY.

6. City's Right to Terminate. CITY may terminate this Grant Agreement at any time and be relieved of the payment of any consideration to the GRANTEE should GRANTEE fail to perform the covenants herein contained in the manner herein provided.

7. No Assignment. This Grant Agreement is not assignable by GRANTEE either in whole or part.

8. Time is of the Essence. Time is of the essence of this Grant Agreement.

9. All Terms to be in Writing. No alteration or variation of the terms of this Grant Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on either of the parties hereto.

10. Generally Accepted Accounting Principles. GRANTEE agrees to establish and maintain fiscal controls and accounting procedures in accordance with generally accepted accounting principles as required by the Finance Director of CITY.

GRANTEE agrees to keep records and fully disclose the amount, date, purpose, payee and disposition of the proceeds of the grant; the total cost of the program for which the grant is awarded; and the amount and disposition of that portion of the total cost provided by other sources. The procedure developed by GRANTEE must provide for accurate and timely recordation of the receipt of funds, expenditures, and unexpended balances.

11. Allowability of Expenditures. GRANTEE shall accurately document each transaction to permit the determination, through an audit if requested by CITY, of the accuracy of the records and the allowability of expenditures charged to grant funds. If the allowability of an expenditure cannot be determined because records or documentation are inadequate, the questionable expenditure shall be disallowed. In such case, GRANTEE shall reimburse CITY the amount of any disallowed expenditure. Determination by CITY of the allowability of any expenditure shall be final except in instances of fraud, mistake, or arbitrariness.

12. Maintenance of Records. GRANTEE agrees to maintain fiscal records, including invoices and receipts for a period of three (3) years after termination or expiration of this Grant Agreement and to permit CITY to inspect those records.

13. Audit. CITY may at any time require an audit of GRANTEE's financial and program records.

14. Reports. GRANTEE shall, at such time and in such forms as CITY may require, furnish CITY statements, records, reports, data and information pertaining to matters covered by this Grant Agreement. GRANTEE shall file a Semi-Annual Report no later than February 1, 2024 and an Annual Report no later than August 1, 2024 containing information related to how the grant funds were expended, the types of services provided, an overview of collaboration efforts with local partners, and a summary of program outcomes required in Exhibit "B," which is incorporated herein by this reference, including, but not limited to, how many persons retained or obtained housing.

15. Unlawful Discrimination Prohibited. During the performance of this Grant Agreement, GRANTEE shall not deny this Grant Agreement's benefits to any person on the basis of religion, race, color, ethnic group, ancestry, national origin, sex, age, physical or mental disability, medical condition, genetic information, marital status, sexual orientation, or any other legally protected basis nor discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military status, veteran status, or any other legally protected basis. GRANTEE shall ensure that the evaluation and treatment of all employees and applicants for employment are free of such discrimination.

16. Fair Employment. GRANTEE shall comply with the provision of the Fair Employment and Housing Act (Government Code § 12900, et seq.), the regulations promulgated thereunder (2 CCR § 10000, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (§ 11135-11139.5) and the regulations or standards adopted by the State to implement such article.

17. Indemnification. To the fullest extent allowed by law, GRANTEE shall defend, indemnify, save and hold harmless CITY and all its officers, agents, employees and volunteers from all claims, suits or actions of any means, kind or description brought forth on account of fiscal or other injuries to or death of any person including but not limited to workers or the public or damage to property or natural resources resulting from the performance of this Grant Agreement except as otherwise expressly provided by statute. The duty of GRANTEE to defend, indemnify, save and hold harmless includes the duties to defend as set forth in Civil Code § 2778.

GRANTEE waives any and all rights to any types of expressed or implied indemnity against CITY, its officers and employees. GRANTEE warrants that it is fully aware of an expressly waives the protection of Civil Code § 1542. GRANTEE's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Grant Agreement for the full period of time allowed by law. The parties intend that this provision shall be broadly construed.

18. Termination by CITY. CITY may terminate this Grant Agreement in whole or part upon ten (10) days prior written notice to GRANTEE for any of the following reasons:

A. GRANTEE fails to proceed for whatever reason with the services in the manner set forth in this Grant Agreement.

B. CITY deems this Grant Agreement is not satisfactorily being performed.

C. If any portion of this Grant Agreement is assigned without prior written approval of CITY.

19. No Waiver of Breach. No waiver of any breach of this Grant Agreement by CITY shall be held to be a waiver of any other or subsequent breach.

20. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Grant 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 Grant Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Grant Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

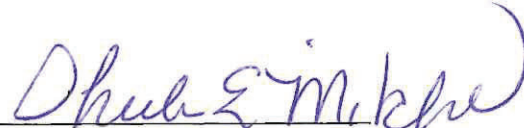
IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2023, and CONSULTANT has caused this Agreement to be executed.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE, a
municipal corporation

THE UNITY CARE GROUP, a
California non-profit corporation

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: SHEILA E. MITCHELL, CEO, THE UNITY CARE GROUP

ATTEST:

and

BY: _____
CARMEN AVALOS
City Clerk

BY: 
its: GARY ZUMMELHOFF, CFO, THE UNITY CARE GROUP

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
MELISSA ANGUIANO
Economic Development Director

CITY OF ROSEVILLE, a
municipal corporation

THE UNITY CARE GROUP, a
California non-profit corporation

BY: _____
DOMINICK CASEY
City Manager

BY: _____
its: _____

ATTEST:

and

BY: _____
CARMEN AVALOS
City Clerk

BY: _____
its: _____

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
MELISSA ANGUIANO
Economic Development Director

EXHIBIT “A”

Grant Application



Powered by ZoomGrants™ and

City of Roseville
Housing Division
2023/24 CDBG and HPRR Funding Application
Deadline: 2/6/2023

The Unity Care Group Housing Navigation for Transition Age Youth

Jump to: [Pre-Application Questionnaire](#) [Funding Application](#) [Program/Project Budget](#) [Documents](#)

USD\$ 123,794.00 Requested
USD\$ 295,485 Total cost of the program or project

Submitted: 2/5/2023 2:30:36 PM (Pacific)

Project Contact

Sherry Bruning
sherry@djiconsulting.com
Tel: 4087616547

Additional Contacts

tcolon@unitycare.org

The Unity Care Group

1400 Parkmoor Ave Ste 115
San Jose, CA 95126
United States

Chief Executive Officer

Sheila Mitchell
smitchell@unitycare.org

Telephone	408-971-9822
Fax	
Web	www.unitycare.org
EIN	77-0323115
UEI	D41KDBL3E7M1
SAM Expires	

Pre-Application Questionnaire [top](#)

Primary Applicant

1. Which type of applicant entity are you?

Select one.

- ☒ Non-profit (501c3/c4)
☐ Public agency
☐ Multi-agency Collaborative – Non-profit
☐ Multi-agency Collaborative – Non-profit/Public Agency
☐ Other:

2. Have you received any grant funding from the City of Roseville before?

- ☐ Yes
☒ No

3. Which grant types has your agency received before?

Check all that apply. From any source or agency.

- ☐ CDBG
☐ REACH/Citizen's Benefit Fund
☐ Homeless Prevention and Rapid Re-Housing
☐ Other homeless funds (McKinney-Vento or other)
☐ Other:

☒ No prior funding

Application Summary Description

4. Briefly describe the proposed program or project.

Unity Care Group's housing navigation program will support transition age youth residing in the cities of Roseville and Rocklin in identifying and securing permanent housing before they exit foster care, reducing the risk of homelessness in this population. We will serve residents of our existing Roseville and Rocklin housing and youth outside of Unity Care as relevant. Our Director of Housing will supervise program implementation and direct services will be delivered by a Housing Specialist.

Co-Applicant/Collaborating Agency

5. If this is a collaborative application, how many agencies are involved?

*Tick "0" if this is *not* a collaborative application.*

- ☒ 0
☐ 1
☐ 2
☐ 3
☐ 4
☐ 5
☐ 6
☐ more than 6

6. List the collaborating agencies (Enter "none" if none.)

Enter agency name and DUNS# if assigned

None

7. Which funding source are you requesting?

Select one

- ☐ CDBG
☒ HPRR

8. Indicate the type of activity. You may select only one.

You may submit more than one application. You may submit applications for more than one activity type. If you are not sure which category to select, please consult City staff. You will need to know this for your main application.

- ☐ Public Services (not including services for homeless persons)
☐ Public Facilities
☐ Economic Development
☐ Housing (not including housing and shelter for homeless persons)
☒ Homeless Prevention and Rapid Re-housing
☐ Other Homeless Services (including shelter)

9. Has the organization expended more than 750k in federal funds in the most recent FY?

- ☐ Yes
☒ No

Funding Application [top](#)

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #1.

1. Indicate the type of activity. You may select only one. (BRANCHING CRITERIA)

You may submit more than one application. You may submit applications for more than one activity type. If you are not sure which category to select, please consult City staff. Your selection will determine the questions you are required to complete.

- ☐ Public Services (not including services for homeless persons)

- ☐ Public Facilities
- ☐ Economic Development
- ☐ Housing (not including housing and shelter for homeless persons)
- ☒ Homeless Prevention and Rapid Re-housing
- ☐ Other Homeless Services (including shelter)

2. Describe the program or project.

What is the service you will provide or the project you will complete? How will it happen and when? What will be the result? Who will benefit and how? What are the goals and objectives?

The proposed program is designed to support transition age youth (TAY) within the cities of Roseville and Rocklin to identify and obtain permanent housing they can afford before they exit foster care so that they are not at-risk for becoming homeless. Our staff will help youth on their paths to becoming independent and securing their own leases. We will serve the youth living in our current Roseville and Rocklin housing and will be able to provide services to those outside of Unity Care as well. We will provide culturally appropriate, individualized, age-appropriate, trauma-informed services. All of Unity Care's services operate from a person-centered philosophy, considering each young person's culture, background, history of trauma, learning style, needs, and behavior challenges.

Youth exiting foster care have an astronomically higher rate of homelessness than their non-foster peers and it is essential that foster youth-serving agencies such as Unity Care offer relevant services to reduce this risk. The proposed housing navigation program will be supervised by Unity Care's Director of Housing and we will hire a Housing Specialist to provide the majority of the direct services for youth. All services will be culturally sensitive, trauma-informed, and provided by staff with expertise in delivering services to vulnerable youth populations. Staff must pass a background check and participate in extensive Unity Care initial and ongoing training, which includes our research-based Transcultural Engagement Model (TEM) framework. This model is designed to enhance proficiency by ensuring staff are educated about the importance of having an historical understanding and appreciation for what shapes the values, traditions, culture and mindset of youth, families, and communities, educating staff members to effectively engage and build trust.

Upon identifying a program candidate or receiving a referral, the Housing Specialist will engage the youth as quickly as possible. Navigation services will be implemented using youth and family-centered, strengths-based strategies to ensure engagement. The Housing Specialist will conduct a housing assessment, develop a housing plan tailored to each individual youth's needs, help the youth identify housing for which they qualify, assist in filling out housing applications. Services will also include help with move-in and other costs that could impact housing stability if not addressed, assessing and supporting youth periodically to ensure readiness for independent housing, and connecting them with services that can support housing security.

Goals and objectives include providing housing navigation services to 30 Roseville and Rocklin youth annually that reduce their risk for becoming homeless. The impact will include reducing or eliminating barriers to accessing permanent housing, improving client capacity to become independent, and enhancing the capacity of youth served to identify and obtain needed resources.

3. Location(s) where services will be provided or project will be completed.

Include administrative offices if services will also be provided there or from there. Provide street address, city, and ZIP code. Services will be provided at Unity Care's Administrative Office for Placer County located at 1224 Coloma Way, Suite 190, Roseville, CA 95661. This location is Medi-Cal certified.

Services can also be provided in the community in Roseville or Rocklin and, if needed at our transitional housing locations in Roseville and Rocklin at the following addresses:

5327 Brookfield Circle Rocklin, CA 95677 (transitional housing for males ages 18-20)
 6462 Cormorant Circle Rocklin, CA 95765 (transitional housing for females ages 16-20)
 5415 S Grove St Rocklin, CA 95677 (scattered site - apartments for young adults)
 1396 Skibbreen Way Rocklin, CA 95765 transitional housing for youth ages 16-20)
 8288 Sienna Loop Roseville, Ca 95678 (transitional housing for males ages 16-20)

4. What is the program's/project's current status?

Is it still being planned? Is it underway? Is it ready to receive funding? Is the program or project seasonal? What will need to be done before the program or project can start?

This is an expansion of an existing Unity Care program into Placer County that will benefit Roseville and Rocklin. While it is being implemented other areas, the program is in the planning stage in Placer County. Funds would allow us to offer housing navigation for youth in Roseville and Rocklin, ensuring that our continuum of housing services is provided equitably across all regions. The program will support young people while living in transitional housing to identify and plan for permanent housing solutions and avoid the homelessness that 50% of youth are exposed to upon exiting foster care. Currently, all funding for such services is regional; without regional or local investment, Unity Care is unable to replicate this service component in every area. The existing program has a Director and Housing Specialists that work in the Bay Area Region. The proposed

program would add a Housing Specialist for the Roseville/Rocklin area, home to the majority of our NorCal region clients.

5. When will the program or project begin?

If underway as of application, enter "underway."

July 1, 2023

6. When will the program or project be completed?

Services must be completed no later than June 30 of the award fiscal year.

June 30, 2024

7. What are the specific costs to be funded with this request?

Identify the types of costs and amounts. Salary, and for whom? Materials, what type and quantity? Equipment, specifications? How will funding these costs meet the goals and objectives described in this request?

The types of costs to be funded with the request include:

Staffing costs for the Housing Director to spend 5% of his time supporting the program (\$5,000); 1 FTE Housing Specialist Roseville/Rocklin(\$60,000), and employee taxes and benefits (\$16,250). These are key staff in providing the services described herein.

Small allocations for equipment, such as 1 laptop computer for the Housing Specialist and a cell phone are included, as is mileage for driving to our various sites in Roseville and Rocklin, and staff training.

The request would also support a \$25,000 flexible housing fund (an average of \$833 per client), which includes monies designed to reduce the likelihood of homelessness for a youth, such as funds for security deposits and rent.

Indirect costs, calculated at 10% - a lowered rate than our standard, include a proportion of costs for Administration, Finance, HR, Compliance, IT, and agency-related overhead. All of these costs support providing the various housing navigation supports described in this application.

8. If this is a collaborative application, describe the collaboration being utilized for the proposed program or project.

Explain how the collaboration improves the provision of services or the competition of the proposed program or project. Attach co-applicant commitment letters to your application to document the collaboration.

Not applicable.

9. Describe your other collaboration with other agencies, including non-profit and public agencies.

Do you participate in the local Continuum of Care (CoC) and/or coordinated entry efforts? Do you provide/accept referrals? Do you participate in other coordinating bodies or work with service/business/government organizations?

Unity Care has developed effective protocols for working with community stakeholders, and our staff are members of a wide variety of collaborative groups and councils. For example, Unity Care currently has relationships with Child Welfare Services and Probation in Placer County and is invited to collaborative meetings. We will leverage the relationships built over the past 13 years of service provision in Placer County to provide a continuum of support for the youth to be served. We will collaborate with local housing providers and explore the most effective ways to continue working with the Homeless Resource Council of the Sierras and the Coordinated Entry System they manage. Unity Care is a member of the Placer County Housing Collaborative. As part of this effort, we have worked with Sierra College, Turning Point, Golden Sierra Job Training, and others. We are also a member of the TAY Collaboration in Placer County working with Coordinated Entry and agencies to address housing for youth, including emergency housing and financial assistance, emergency shelter, transitional housing, permanent housing, and housing for those over age 24.

Unity Care does accept referrals, including through our existing Placer County Prevention and Early Intervention Program, Placer County Child Welfare Services, and Probation. To help engage clients, staff will develop an outreach plan that includes utilization of the Coordinated Entry System to identify and contact eligible youth.

10. Describe your use of volunteers.

How do volunteers contribute to your efforts overall and to this program or project specifically?

Unity Care volunteers contribute to our wellness and wellbeing efforts for youth. They help provide outings for youth, donation drives that support youth's needs as they move into their own apartments for the first time, and mentorship. All volunteers and interns follow the same screening procedures and training as staff if they will have regular contact with clients and must pass a background check.

11. Describe your history and experience providing services to the community.

Be sure to include the number of years in operation and summary of major accomplishments.

Unity Care Group is a Black, LGBTQ-led 501(c)(3) non-profit organization founded in 1993 with the mission to "Transform the lives of young people in and emerging from foster care by providing stable housing, caring connections, and life skills that build a foundation to achieve their potential." We serve El Dorado, Placer, Sacramento, Alameda, Monterey, Santa Clara, San Mateo, and San Francisco counties. Our clients are foster or former foster youth ages 16-24 that have a history of involvement

in the child welfare system and, often, the juvenile justice and/or mental health systems. Foster youth are comprised disproportionately of non-white children and Unity Care has specific expertise working with these youth, including Black and Latino/Hispanic populations in Placer County. These youth face challenges in several life domains at a higher rate than their non-foster peers at the same time they are struggling with the emotional (and, often physical) scars inflicted during their upbringing. Numerous studies have shown that foster and former foster youth face an unprecedented set of challenges, including high rates of pregnancy, high rates of homelessness upon transition from foster care, high unemployment rates, and low educational attainment. These youth come to Unity Care from chaotic and traumatic upbringings with little to no income and often homeless or at risk for homelessness. Most struggle socially and academically and lack information and support regarding healthy relationships, careers and job preparation. We have demonstrated success in using an interdisciplinary, collaborative approach to delivering comprehensive care. Our programs and services for youth include a continuum of transitional housing coupled with supportive case management and wraparound services; mental health support; housing navigation and housing case management; homelessness prevention; independent living skills programs; financial literacy; and parenting support.

12. Describe your experience with this type of program or project.

If this is a new program or project, your experience with similar programs and projects. If this addresses homelessness, what is your knowledge of issues and needs specific to homeless persons, including families and those at risk of homelessness?

The proposed program is a new component that will enhance the services we provide for Roseville and Rocklin youth and an expansion of a service we have started implementing in other counties. Unity Care has provided homelessness and housing services for foster and former foster youth since its inception in 1993, including offering a variety of housing options, housing navigation, and supportive services in multiple counties throughout Northern and Central California. Housing navigation and housing case management are integrated into the continuum of services we provide youth. Due to limited life experience, youth are especially vulnerable and in need of guidance and support that ends in housing solutions. We also currently operate standalone youth-centered housing navigation and related programs, as follows:

>Housing Navigation and Supportive Services Program, 2021- current: We run this program for non-minor dependents in partnership with the City and County of San Francisco to meet the goal of reducing and preventing homelessness in the emancipating and former foster youth demographic. The program offers housing navigation and living skills programming designed to promote independence and housing retention.

>Placer County PEI: Homelessness Prevention Project, 2020 - current: Unity Care partners with Placer County to provide case management, connection to services, emergency funds to support housing placement, housing search coordination, emergency placement, and case management for young adults ages 18-25 at risk of homelessness.

>Monterey County Housing Navigation Program 2022-current: This program component focuses on assisting homeless Monterey County young adults ages 18-21 who are trying to locate, secure, or maintain housing. Our Housing Specialist works with participants to help them locate housing and overcome barriers to tenancy.

>Flexible Housing Subsidy Program: We are currently launching this program for TAY in San Francisco.

13. Identify staff who will implement and manage the program or project.

Include their experience administering the activity or similar type of activities. If this is a collaborative effort, note the agency for each staff person. Attach resumes and job descriptions or duty statements.

Unity Care's Director of Housing, Kevin Sharps will help implement and oversee the program, supervising a to-be-hired Housing Specialist, who will provide the direct services. Kevin has worked in human services fields since 1992, starting with 7 years as a Program Director in Los Angeles supporting substance abuse recovery for homeless individuals by making sure that their immediate shelter, food, and clothing needs were met. Since that time, Kevin has gained extensive experience working with homeless and formerly homeless families and youth. Kevin's accomplishments include developing and managing social service programming for 14,000 low-income families, seniors, and youth; and serving as co-chair of a city and county Continuum of Care that procures in excess of \$32M in federal funding for housing and services for the homeless. Kevin holds a Master of Public Administration and a B.A. in Journalism with a minor in /Social Psychology.

The Housing Specialist will assist youth who are exiting from foster care and/or are at risk of homelessness in developing a housing plan and preparing for permanent housing solutions. This position will work closely with case managers, clients, and landlords to achieve efficiency in housing clients long-term. Qualifications for the position include 4-year degree and/or experience working in social services, knowledge of the service area and experience working with supportive housing, real estate or property management preferred.

14. Describe your service area. CDBG funding is intended to benefit City of Roseville residents. HP RR funding is intended to benefit Roseville and Rocklin residents.

If you serve an area less than the entire city, explain. If you serve an area larger than the city, how will you identify costs to serve Roseville residents? How will you assure Roseville residents are referred by outside agencies?

While we do serve an area larger than Roseville and Rocklin, the program will focus only on youth who are residents of the two cities. Residency in one of these cities will be part of the eligibility criteria for the program and candidates will undergo a

screening process once referred to ensure they meet all eligibility criteria.

15. List all City of Roseville funding received within the last three (3) years including funding amount and status.

List as follows: PROGRAM/PROJECT NAME, SOURCE/TYPE, AWARD AMOUNT, AWARD DATE, EXPENDED AMOUNT, STATUS (planned, underway, complete, or canceled)

Not applicable

16. Should the City award less than you have requested, how will this impact the program or project?

Will you accept a lesser amount? Will goals be reduced? Will the program or project not be feasible?

The proposed project relies on the requested funds to be fully implemented. If not awarded the full amount, Unity Care would need to reduce the deliverables accordingly.

17. Explain how this program or project offers something different from what other agencies may offer, or are currently offering.

Do you coordinate with other agencies to leverage and avoid duplication? What makes you different? Are services targeted to a unique population? Are you uniquely positioned to serve a community because of location, relationships, or staff skills?

This program would offer dedicated housing navigation services in Placer County for a specific population of systems-involved youth (former foster youth living in Unity Care housing) in Roseville and Rocklin as well as youth and young adult residents of Roseville and Rocklin who have been placed at risk for homelessness or who are currently homeless. While there are multiple programs and agencies with expertise serving adults, Unity Care's niche is working with high needs young adults, especially those of color. There are many considerations to take into account when serving vulnerable young people who have experienced significant trauma, and Unity Care is keenly aware of these; therefore, the agency has developed a service model that ensures the success of youth in services. The proposed program will likely be the only one of its kind in the area delivered by an agency with 30 years of experience serving the population of focus with housing and wraparound services. As a Black-led agency founded on principles of social justice and ensuring equity and inclusion and with 13 years of experience serving systems-involved foster and former foster youth in Placer County, Unity Care is uniquely qualified to implement the program for this population.

18. These funds must be used to benefit extremely low, very low, and low and moderate income persons. You must also collect and report demographic information on persons served. Describe your methods for documenting eligibility for services and collecting demographics.

If you are targeting a low-income area, please describe the area and how you determined it is low-income. If you are serving a population that is presumed to be low-income, please describe. Describe the tools you use to report on persons served.

All Unity Care Group clients are low income and many youth come to us with no income at all. Our intake process documents demographics, income, current status of clients, and more. Unity Care has an extensive data collection, tracking, analysis and reporting system. This process can be modified/updated to gather information based on funder and program requirements. Unity Care utilizes AWARDS, a secure electronic health record (EHR) system, to support data management efforts and reporting. AWARDS allows for entering client history data, service data, basic client information, assessment data, and survey data. We are able to run reports within AWARDS as needed. Additionally, AWARDS can connect with Health Information Exchanges (HIEs), enabling data sharing with partners and funders. UCG staff are trained in the use of the EHR as well as systems used by our funders for reporting, and HMIS.

19. Are you currently participating in and using HMIS? Are you part of coordinated entry? (HOMELESS)

If not, will you begin using HMIS if awarded funding? Will information on persons served under this award be entered into HMIS?

Yes, Unity Care Group currently participates in and uses HMIS and collaborates with coordinated entry in Placer County.

20. How many unduplicated persons are you projecting to serve THIS year (Jul-Jun)? How many of those will be Roseville residents?

If not underway, enter 0. Ignore the automatic total under the table you will see in preview and print.

0	Total unduplicated persons
0	Roseville unduplicated persons
0.00	TOTAL

21. How many unduplicated persons are you projecting to serve NEXT year (Jul-Jun) should you receive this award? How many of those will be Roseville residents?

Ignore the automatic total under the table you will see in preview and print.

55	Total unduplicated persons
30	Roseville unduplicated persons
85.00	TOTAL

22. What is your total cost to serve each unduplicated person? Amount funded by this grant?

Ignore the automatic total under the table you will see in preview and print.

5372.45 Total cost/person (\$)

4126.46 Cost/person funded by this grant (\$)

9,498.91 **TOTAL**

23. Describe the primary unit of service you will provide.

You will propose numbers in the following question. Examples include: meals, homes repaired, hours of service provided, shelter nights.

We propose 1,150 units of service (1 hour of direct service=1 UOS - for services, including: housing assessment, housing plan development, assistance in identifying & applying for housing, identifying & addressing needs, & connecting youth with services.

24. How many units of service (above) do you propose to provide? How many can be attributed to the funding requested?

3900 Total units

1150 Units attributed to funding requested

5,050.00 **TOTAL**

25. This request will ... (SERVICES, FACILITIES, HOMELESS)

Select one

- ☒ Result in an increase in the current level of service provided, or increase the capacity of a facility.
- ☐ Improve access to an existing service, or improve access to an existing facility.
- ☐ Prevent a reduction in the current level of service provided, or reduction in the current capacity of a facility.
- ☐ Correct a currently sub-standard level of service, or correct a sub-standard condition in a facility.

26. Describe all planning/predevelopment steps that have been completed to date. (FACILITIES)

-answer not presented because of the answer to #1-

27. Is this project a multi-phased activity? (FACILITIES)

-answer not presented because of the answer to #1-

28. Is this a new program/service, or an expansion or continuation of an existing program/service? (SERVICES, HOMELESS, ECONOMIC DEVELOPMENT)

- ☒ New
- ☐ Expansion
- ☐ Continuation

29. Enter the number of full-time and part-time jobs that will be created or retained. (ECONOMIC DEVELOPMENT)

-answer not presented because of the answer to #1-

30. Enter the number of full-time and part-time jobs that will be created or retained FOR LOW-INCOME PERSONS. (ECONOMIC DEVELOPMENT)

-answer not presented because of the answer to #1-

31. Provide any additional information in the space below that you would like to be considered for this proposal.

If none, enter "none."

*Note: while this would be a new service provided by Unity Care in Rockin and Roseville, it is also an expansion of the housing navigation services we are currently rolling out in the San Francisco Bay Area and Monterey County.

Funding sources for the overall program include San Francisco Human Services Agency, San Francisco Department of Homelessness and Supportive Housing and the County of Monterey.

32. Have you completed the budget tab?

- ☒ Yes

33. Have you uploaded all required documents?

- ☒ Yes

Program/Project Budget [top](#)

Revenue/Sources	Prior (Actual)	Current (Budgeted)	Proposed
City of Roseville (this request)	USD\$ 0.00	USD\$ 0.00	USD\$ 123,794.00
Total	USD\$ 0.00	USD\$ 0.00	USD\$ 123,794.00

Expenses/Uses	Prior (Actual)	Current (Budgeted)	Proposed
Salaries	USD\$ 0.00	USD\$ 0.00	USD\$ 65,000.00
Benefits	USD\$ 0.00	USD\$ 0.00	USD\$ 16,250.00
Equipment (Laptop & Cell Phone)	USD\$ 0.00	USD\$ 0.00	USD\$ 1,200.00
Mileage	USD\$ 0.00	USD\$ 0.00	USD\$ 4,114.00
Staff Training	USD\$ 0.00	USD\$ 0.00	USD\$ 550.00
Flexible Housing Funds	USD\$ 0.00		USD\$ 25,000.00
Indirect Costs			USD\$ 11,680.00
			USD\$ 0.00
			USD\$ 0.00
Total	USD\$ 0.00	USD\$ 0.00	USD\$ 123,794.00

Current less Prior	USD\$ 0.00
Change from Prior (Actual) to Current (Budgeted)	

Proposed less Current	USD\$ 123,794.00
Change from Current (Budgeted) to Proposed	

Program/Project Budget Narrative

Staffing costs: 5% of the Director of Housing's time calculated at \$5,000 (\$100,00/year x 5%)

100% of Housing Specialist salary=\$60,000. This staff member will support youth to become successfully housed, providing 1:1 support, regular check-ins, connections to services, and assistance with challenges that may arise, threatening a participant's ability to remain housed.

Employee Taxes and Benefits: Calculated at 25% of the salaries for the proposed project, which =\$17,250, including: Payroll Taxes at 9% of salaries based on current payroll experience for similar programs, and benefits at 16% of salaries based on Unity Care's employee benefits plan.

Equipment costs: includes cost of a cell phone and line for 1 staff @\$50/month x12=\$600 and 1 laptop at \$600 for use by the Housing Specialist.

Employee mileage: Calculated at .59/mile for 6,973 miles per year and covers reimbursement for program-related travel.

Staff training: Calculated at \$550 based on the annual stipend per year per staff member for training.

Flexible housing funds: An average of \$833 per client x 30=\$25,000. This fund is designed to support costs that would otherwise contribute to housing instability if not provided, such as funds to make repairs for landlords in case of damages and funds for security deposits and rent.

Indirect costs - \$11,680 calculated at 10%. Indirect Costs include Administration, Finance, HR, Compliance, IT, and agency-related overhead, such as audit fees.

Documents [top](#)

Documents Requested *	Required?	Attached Documents *
Agency Adopted Budget for current year	☒	Unity Care Group Agency Budget
Program/Project Proposed Budget download template	☒	Unity Care Group HPRR Program Budget
Current Organizational Chart	☒	Unity Care Group Organizational Chart
Authorized Signatory Page download template	☒	Unity Care Group Authorized Signatory Page
Collaborator Commitment Letter(s)		
Award Letter(s)		
Other documents		Housing Specialist Job Description Unity Care Group Director of Housing Resume

* ZoomGrants™ is not responsible for the content of uploaded documents.

Application ID: 428125

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EXHIBIT “B”

Performance Measures of Program Outcomes

The City and its grantees will track data on the performance measures as described below. The City will require grantees to collect this information from project participants at program entry and at program exit, or as needed based on timing of submittal of monitoring reports, whichever occurs first. Grantees that do not measure progress or do not make notable progress through the services provided will rank lower or may not be considered for potential future funding rounds. Grantees must utilize the Homeless Management Information System (“HMIS”) intake, update, and exit forms.

Measurement 1: How many people were served?

- # of people served and demographics

Measurement 2: How many secured housing?

- % and # of people who successfully secure housing, separated into transitional or residential treatment facility and permanent housing
- Cost/benefit ratio (number of clients exited to permanent housing/program cost)
- Length of time from program entry to securing permanent housing

Measurement 3: What are the long-term benefits? Are there any impacts to other services?

Housing:

- % and # of people who retain permanent housing at 6 month intervals from placement in permanent housing or obtain permanent housing after time in transitional or residential treatment

Income and Benefits:

- % and # of participants receiving monthly income (employment or permanent benefit)
- % and # of participants receiving CalFresh
- % and # of participants receiving General Assistance
- % and # of people with health insurance

Physical and Behavioral Health:

- % and # of emergency care visits
- % and # of days in psychiatric hospitalization

Criminal Justice Involvement:

- % and # of days in jail
- % and # of arrests/tickets

Measurement 4: Please provide narrative information regarding your local partnerships and how you collaborate with other partners and referral agencies to increase service delivery efficiency and decrease service duplication in Roseville and Rocklin.

Measurement 5: Are participants of your program properly entered and updated in the HMIS database?

Use of Funding: A summary report regarding use of the program grant funding will be required with each monitoring report as well, including a final report on the use of funds.

Performance measurements that are unrelated to a given program can be waived at the discretion of City housing staff.



COUNCIL COMMUNICATION

CC #: 2790

File #: 0400-04-13-1

Title: Creekview Westbrook Boulevard Segment 3 - Notice of Completion

Contact: Troy Galvin 916-223-7441 JTGalvin@roseville.ca.us

Meeting Date: 6/21/2023

Item #: 7.19.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Creekview Westbrook Blvd. Segment 3, CWJ # 190462, as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

ENVIRONMENTAL REVIEW

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

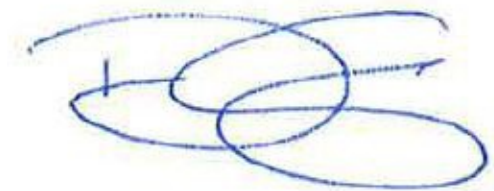
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Troy Galvin, Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-272

NOC

Exhibit A: Location Map

Final Map

RESOLUTION NO. 23-272

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS CREEKVIEW WESTBROOK BLVD. SEGMENT 3 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

BE IT RESOLVED by the Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Creekview Westbrook Blvd. Segment 3 is hereby approved and the public work accepted.
2. A portion of the right-of-way and easements offered for dedication on the final map of Creekview Phase 3 Large Lot Subdivision recorded in Book FF of Maps, Page 84, in the office of the recorder of Placer County, is hereby accepted by the City in part as said dedications relates to the improvement plan set known as Creekview Westbrook Blvd. Segment 3.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville, this 21st day of June 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
Creekview Westbrook Blvd. Segment 3 Project was completed and
accepted by the City of Roseville on _____. The location is
situated in the City of Roseville, County of Placer, State of California and is indicated on the
attached map, marked as Exhibit "A" and incorporated herein by this reference. The real
property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA
95678.

The direct/general contractor on said project was Teichert Construction Company.

The surety on said project was Lexon Insurance Company
LICX1214968.

Marc Stout
City Engineer
City of Roseville
Owner

ATTEST:

Carmen Avalos, City Clerk

State of California)
County of Placer)

I, Marc Stout, being first duly sworn, depose and say: I am the City Engineer of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

Marc Stout

City Engineer
City of Roseville

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

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20____, Marc Stout

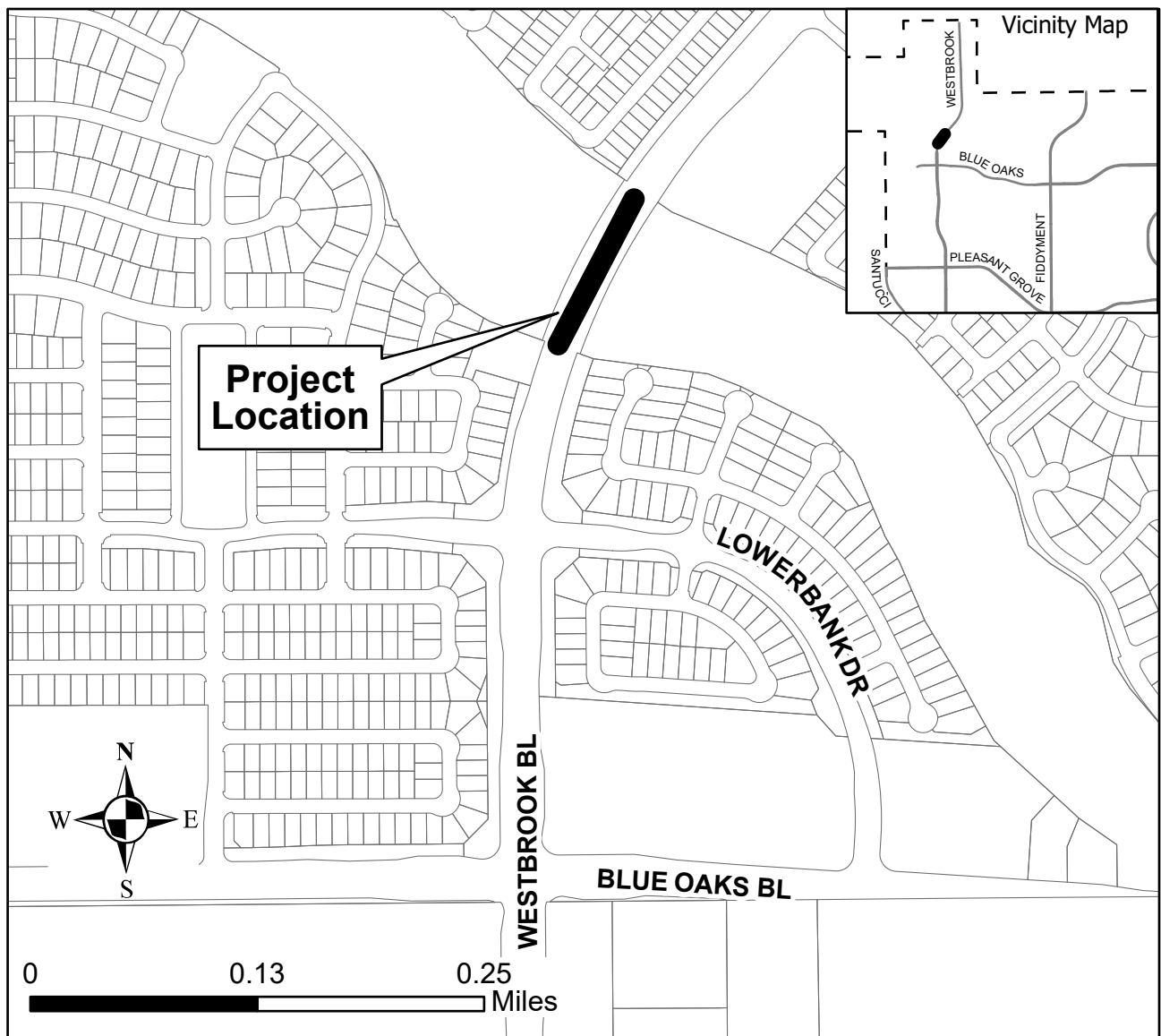
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

Exhibit A: Location Map

City of Roseville Creekview Westbrook Boulevard Segment 3



NOTES

1. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD BEARING. CURVES ARE DIMENSIONED IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES. DUE TO ROUNDING, THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
2. TOTAL AREA FOR THIS SUBDIVISION IS 877,652.4 ACRES, CONSISTING OF 13 LARGE LOTS, 1 ELECTRIC SUBSTATION LOT, 2 PUBLIC PARK LOTS, 4 PUBLIC OPEN SPACE LOTS, 1 SCHOOL SITE LOT AND 1 ELECTRIC SUBSTATION LOT.
3. PURSUANT TO GOVERNMENT CODE SECTION 65460, THE FOLLOWING IRREVOCABLE OFFER OF DEDICATION, NOT SHOWN HEREON, IS HEREBY ANNOUNCED:
a. THE IRREVOCABLE OFFER OF DEDICATION OF RIGHTS OF WAY SHOWN AS WESTBROOK BOULEVARD, BENCHMARK DRIVE AND VULCAN DRIVE, ALL OF WHICH ARE LOCATED WITHIN THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION", FILED FOR RECORD ON JUNE 1, 2020 IN BOOK EE OF MAPS, AT PAGE 87, PLACER COUNTY RECORDS.
4. LOT 19 IS HEREBY RESERVED TO THE ROSEVILLE CITY UNITED SCHOOL DISTRICT FOR PUBLIC SCHOOL PURPOSES.
5. THIS PROPERTY IS SUBJECT TO THE PROVISIONS OF A REPORT OF A MINOR SUBDIVISION, SUBDIVISION NO. 17-0146, FOR THE PAYMENT OF FEES TO RELIEVE OVERCROWDING OF SCHOOL, SERVING THE AREA RECORDED ON MARCH 13, 2019 IN BOOK 3841, AT PAGE 538, O.R.
6. THIS PROPERTY IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED "DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND PHILLIPS ROAD INVESTORS LIMITED PARTNERSHIP, PHILLIPS ROAD LAND, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, SOLE INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND J & RED ENTERPRISES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, TO DEVELOP AND CONSTRUCT A 150,000-SQUARE-FOOT COMMERCIAL DEVELOPMENT, A WASHINGTON LIMITED PARTNERSHIP, RECORDED ON MARCH 13, 2019 AS INSTRUMENT NO. 2019-0037180 O.R.
7. THAT DOCUMENT ENTITLED "ASSIGNMENT OF DEVELOPMENT AGREEMENT" FROM PHILLIPS ROAD LAND, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, SOLE INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND J & RED ENTERPRISES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, TO ANTHEM LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP, RECORDED ON MARCH 13, 2019 AS INSTRUMENT NO. 2019-0037180 O.R.
8. THAT DOCUMENT ENTITLED "ASSIGNMENT OF DEVELOPMENT AGREEMENT" FROM PHILLIPS ROAD LAND, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND DECOU WEST ROSEVILLE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, TO ANTHEM LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP, RECORDED ON MARCH 13, 2019 AS INSTRUMENT NO. 2019-0037180 O.R.
9. THAT DOCUMENT ENTITLED "ASSIGNMENT OF DEVELOPMENT AGREEMENT" FROM BLUE OAKS DEVELOPMENTS LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP, RECORDED ON MARCH 13, 2019 AS INSTRUMENT NO. 2019-0037180 O.R.
10. THIS PROPERTY IS SUBJECT TO THAT DOCUMENT ENTITLED "ASSIGNMENT OF LEASE, BENEFITS AND PURCHASE AGREEMENTS" RECORDED MAY 24, 2019 AS INSTRUMENT NO. 2019-0037180 O.R.
11. AREA A IS A PRIVATE ACCESS EASEMENT (P.A.E.), APPURTENANT TO LOT 24 AND THAT CERTAIN PARCEL DESCRIBED IN DOC. NO. 2019-010408, O.R.

LEGEND:

○	DIMENSION POINT
●	FOUND MONUMENT AS NOTED
◆	FOUND SECTION CORNER AS NOTED
◊	FOUND QUARTER CORNER AS NOTED
◻	QUARTER CORNER AS NOTED
◼	50' REMAIN WITH PLASTIC CAP STAMPED "LS 6265" TO BE SET PER (1)
◽	SET 50' REMAIN WITH PLASTIC CAP STAMPED "LS 6265"
◾	SET COPPERWELDED SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 6265"
◿	ACRES
AC	BOUNDARY
BNQ	BIKE PATH EASEMENT
B.P.E.	BUS SHELTER EASEMENT
B.S.E.	CHORD BEARING
CB	CHORD DISTANCE
CD	CHORD BEARING
C.E.	CONSTRUCTION EASEMENT
DN	DOCUMENT NUMBER
ESMT	EASEMENT
FD	FOUND
I.O.D.	IRREVOCABLE OFFER OF DEDICATION
I.P.	IRON PIPE
LL.T.M.	LARGE LOT TENTATIVE MAP
LLA	LOT LINE ADJUSTMENT
OD	OUTSIDE DIAMETER
ON	OVERALL
O.R.	OFFICIAL RECORDS OF PLACER COUNTY
P.A.E.	PEDESTRIAN ACCESS EASEMENT
P.E.	PAVED EASEMENT
P.G.E.	PACIFIC GAS AND ELECTRIC
P.M.	PARCEL MAP
P.M.E.	PRIVATE ACCESS EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
R.S.	RECORD OF SURVEY
RW	RIGHTS-OF-WAY
(R)	RADIAL BEARING
S.F.	SQUARE FEET
S.L.T.M.	SMALL LOT TENTATIVE MAP
ⓧ	SHEET INDEX NUMBER
---	BOUNDARY
---	LOT LINE
---	ADJACENT PROPERTY
---	RIGHT-OF-WAY
---	I.O.D.
---	EASEMENT
---	SECTION LINE
---	CENTER LINE

THE BASIS OF BEARINGS FOR THIS MAP IS N 87°00'00" E AS SHOWN ON THE SOUTH LINE OF SECTION 14 PER THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION" FILED FOR RECORD ON JUNE 1, 2020 IN BOOK EE OF MAPS, AT PAGE 87, PLACER COUNTY RECORDS.

REFERENCES:

- (1) EE MAPS 87

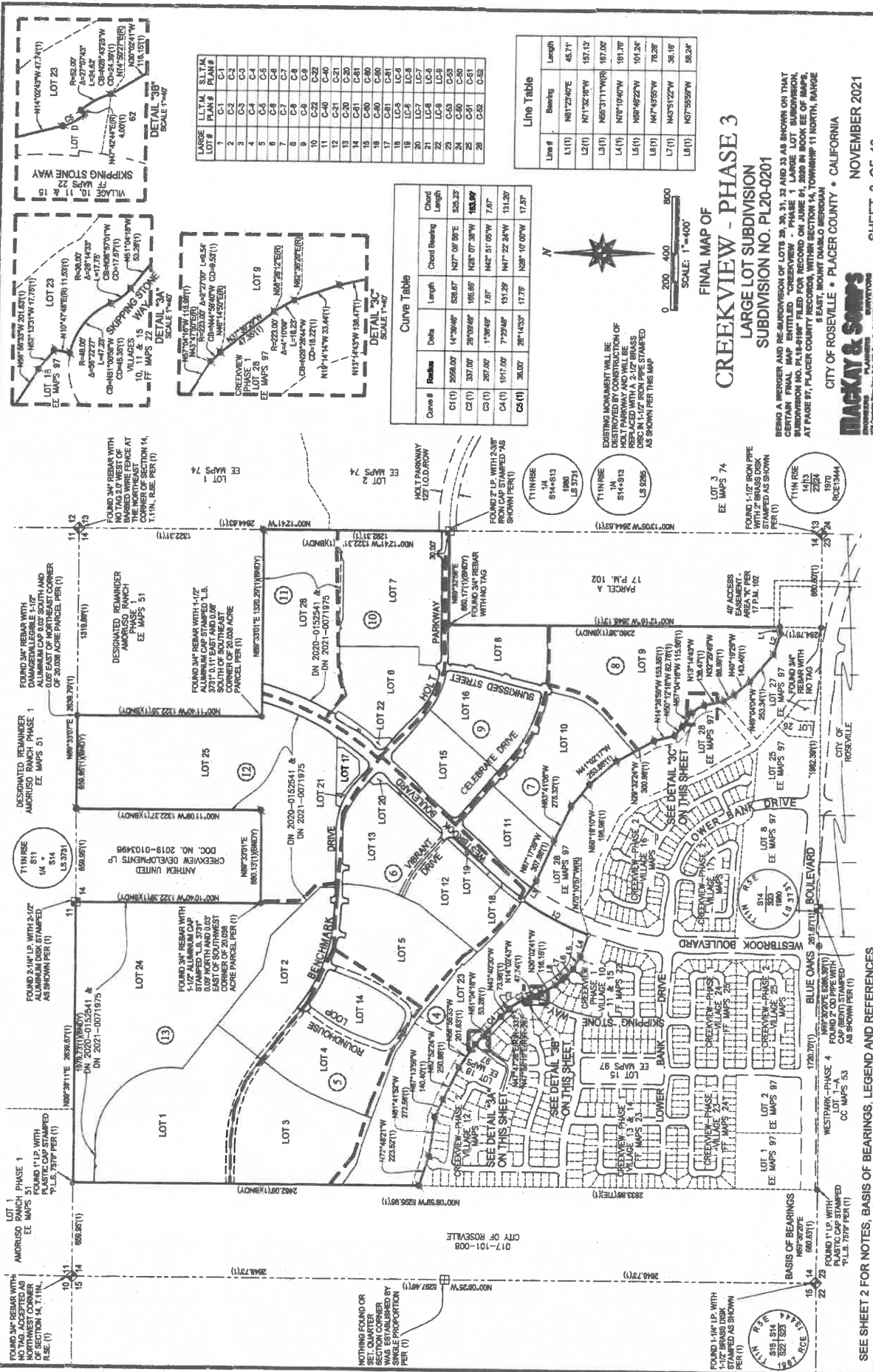
FINAL MAP OF
CREEKVIEW - PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL20-0201

BEING A MINOR AND RE-SUBDIVISION OF LOTS 25, 26, 31, 32 AND 33 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION", SUBDIVISION NO. PL-16-0187, FILED FOR RECORD ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0037180, AT PAGE 87, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 8 EAST, MOUNT Diablo MERRIDIAN

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BACKAY & SONS
PLANNERS
SURVEYORS
1000 Camino Real, Suite 100, Roseville, CA 95747-1100
(916) 782-1100

NOVEMBER 2021
SHEET 2 OF 13
18431.000



SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, LEGEND AND REFERENCES

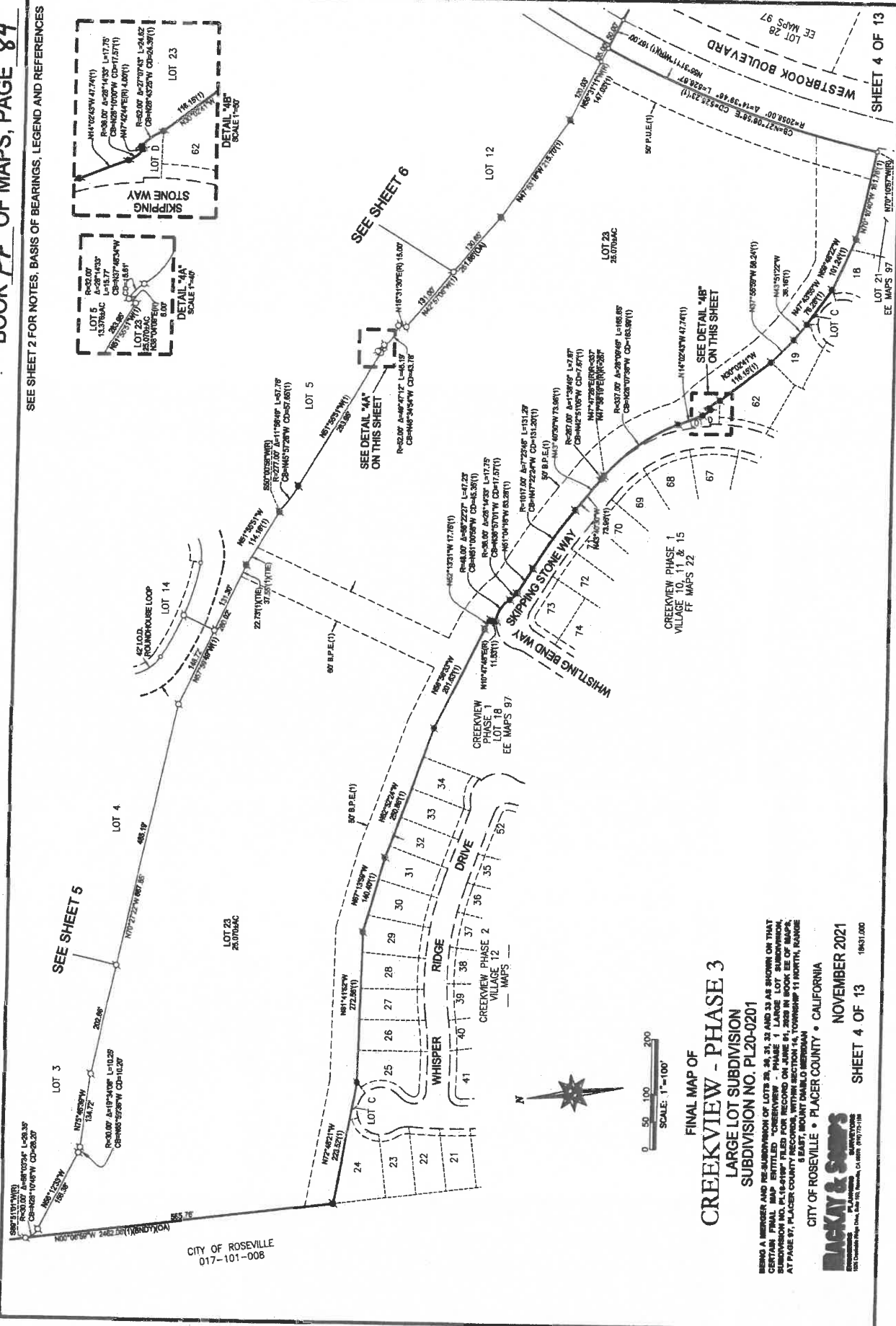
NOVEMBER 2021

SHEET 3 OF 13

MACKEY & SONS
ENGINEERS
PLANNERS
SURVEYORS
2034, Cambridge Rd., Dorset, 2nd-4th Fls.
01302 851111

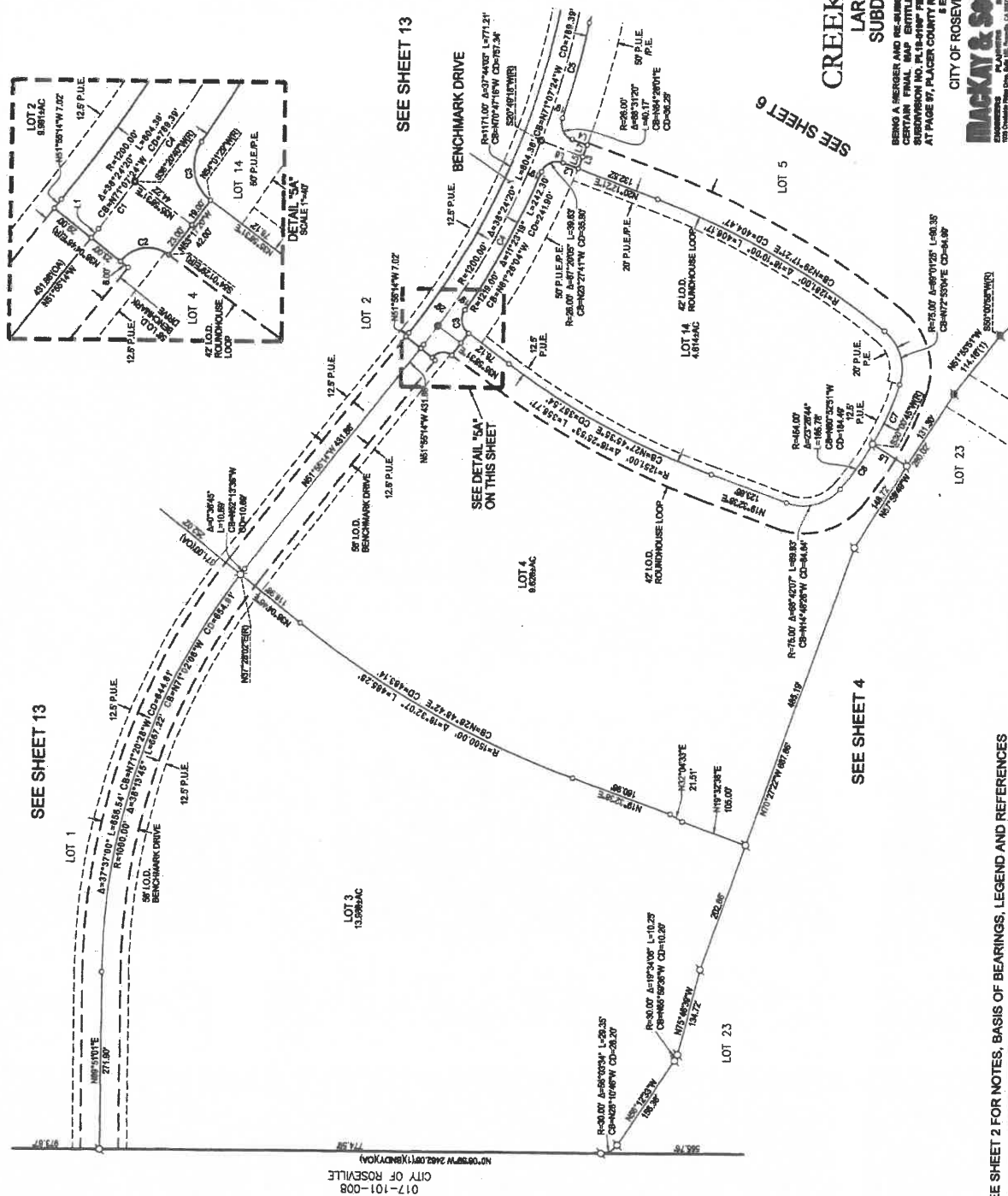
BEING A MERGER AND RE-SUBDIVISION OF LOTS 29, 30, 31, 32 AND 33 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "GREENVIEW - PHASE 1 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL-18-6146" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 87, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, LEGEND AND REFERENCES



Line #	Bearing	Length
L1	N81°56'14"W	7.02'
L2	N20°12'21"E	24.98'
L3	N89°12'43"W	38.00'
L4	N20°12'21"E	24.40'
L5	N82°00'12"E	82.27'
L6	N20°12'21"E	68.86'
L7	N89°12'43"W	19.00'

Curve #	Radius	Dials	Length	Chord Bearing	Chord Length
C1	1200.00'	1°44'06"	38.34'	N05°47'17"W	38.34'
C2	22.00'	87°35'45"	33.75'	N67°56'21"W	30.54'
C3	28.00'	86°17'06"	40.08'	N68°07'04"E	36.22'
C4	1200.00'	1°31'22"	325.11'	N81°25'01"W	324.12'
C5	1200.00'	1°12'46"	298.94'	N74°53'09"W	296.94'
C6	454.00'	10°46'46"	65.81'	N46°34'22"W	65.85'
C7	454.00'	12°35'56"	59.97'	N68°17'44"W	60.77'



FINAL MAP OF
CREEKVIEW - PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL20-0201

BEING A MERGER AND RE-SUBDIVISION OF LOTS 29, 30, 31, 32 AND 33 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "GREENVIEW - PHASE 1 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL-19-918" FILED FOR RECORD ON JUNE 01, 2000 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

**• EAST, MOUNT DIABLO MENDIAN
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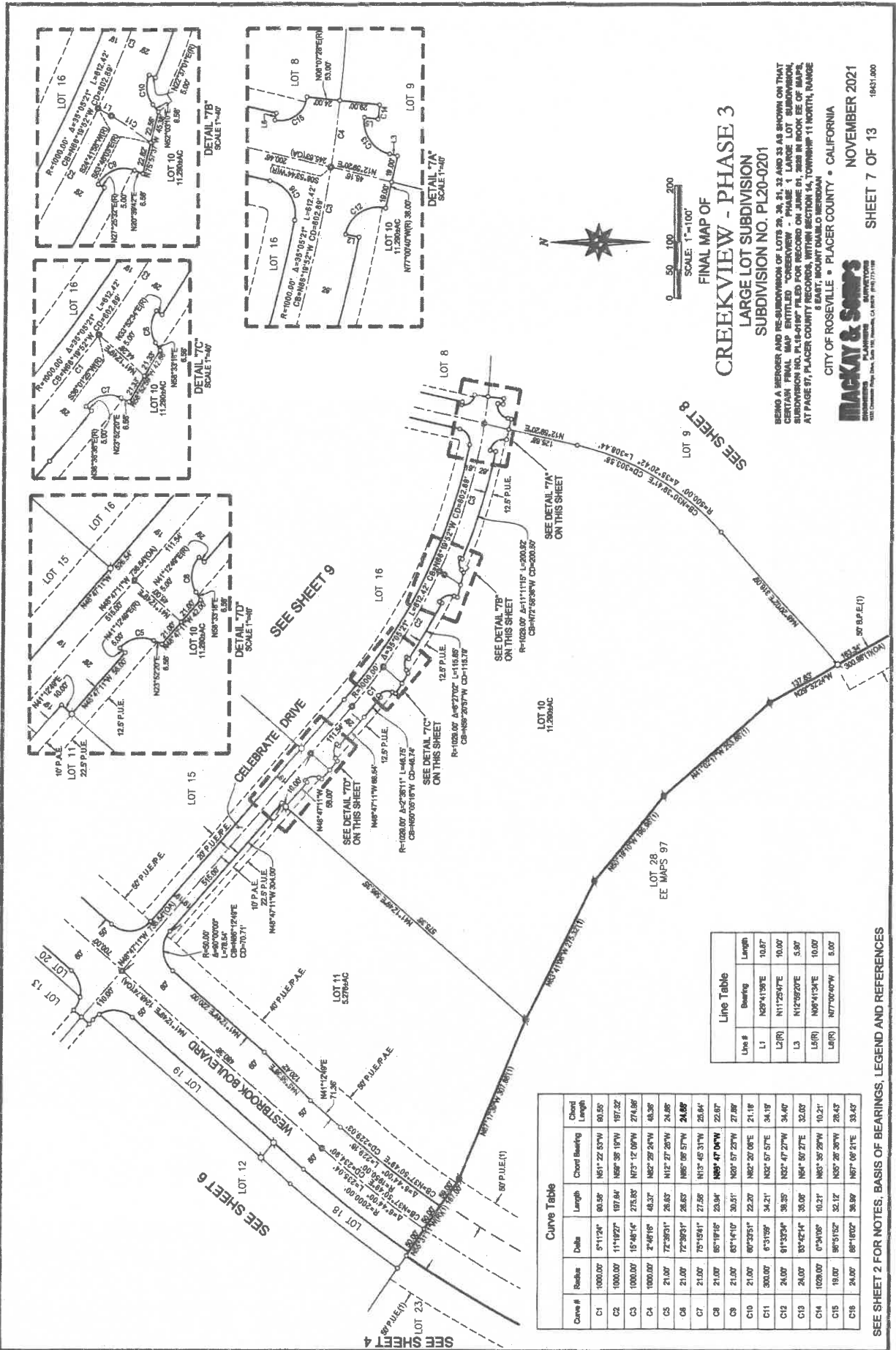
NOVEMBER 2021

SHEET 5 OF 13

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SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, LEGEND AND REFERENCES

MACKEY & SONS
PLASTERERS
2340022293
1028 Crandall Ridge Drive, Suite 101, Alhambra, CA 91801 773-1108



Line Table		
Line #	Bearing	Length
L1	N29°41'38"E	10.87
L2(R)	N11°25'47"E	10.00
L3	N12°02'20"E	5.90
L4(R)	N09°41'34"E	10.00
L4(R)	N07°05'40"W	5.00

Curve Table			
Curve #	Radius	Length	Chord Bearing
C1	1000.00	51°12'4"	80.55
C2	1000.00	11°19'27"	197.32
C3	1000.00	15°48'4"	276.85
C4	1000.00	2°46'16"	40.37
C5	21.00	72°35'31"	26.63
C6	21.00	72°35'31"	26.63
C7	21.00	75°15'41"	27.58
C8	21.00	85°19'16"	29.94
C9	21.00	83°14'10"	30.51
C10	21.00	87°23'51"	32.21
C11	300.00	6°31'59"	34.21
C12	24.00	91°33'24"	38.35
C13	24.00	93°42'14"	38.00
C14	1020.00	0°24'10"	10.21
C15	19.00	90°31'52"	32.12
C16	24.00	88°18'02"	36.90

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, LEGEND AND REFERENCES

CREEKVIEW - PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL20-0201

BEING A MERGER AND RE-SUBDIVISION OF LOTS 29, 30, 31, 32 AND 33 AS SHOWN ON THAT CERTAIN MAP RECORDED IN PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 8 EAST, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 8 EAST, MOUNT DAVILA MERIDIAN

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BACKAY & SONS
 PLACER COUNTY SURVEYORS
 1033 Crocker-Hughes Blvd., Suite 100, Roseville, CA 95747
 PHONE: (916) 771-1188

NOVEMBER 2021
 SHEET 7 OF 13

19431.000



FINAL MAP OF
CREEKVIEW - PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL20-0201

BEING A MERGER AND RE-SUBDIVISION OF LOTS 29, 30, 31, 32 AND 33 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CRENSHAW - PHASE 1" LARGE LOT SUBDIVISION, RE-SUBDIVISION NO. 14, 1/19/1969, FILED FOR RECORD ON JUNE 01, 1969 IN BOOK EE OF MAPS, THAT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE

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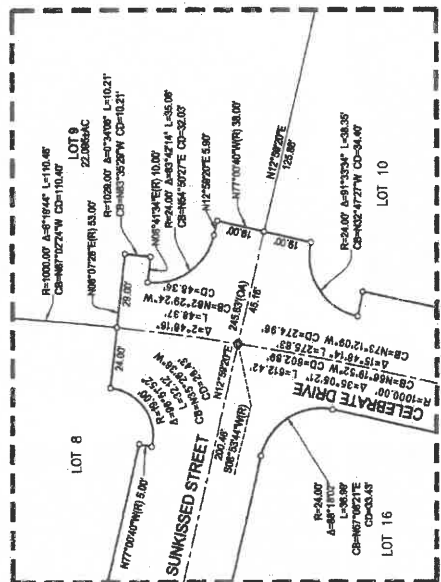
BLACKY & SAM'S

NOVEMBER 2021

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SHEET 8 OF 13

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, LEGEND AND REFERENCES



DETAIL "8A"

Curve Table						
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length	Chord Length
C1	600.00	41°30'33"	438.31'	N89°37'08"W	426.76'	
C2	620.00	34°34'44"	362.11'	N89°46'33"W	356.64'	
C3	600.00	7°03'09"	34.74'	N88°54'32"W	74.16'	
C4	624.00	29°05'23"	316.69'	N89°4°30"W	313.60'	
C5	624.00	3°09'58"	33.54'	N88°59'39"W	33.93'	
C6	2000.00	9°00'22"	317.68'	N14°11'19"E	317.24'	
C7	1500.00	1°37'39"	42.61'	N89°50'45"E	42.61'	
C8	2000.00	3°29'49"	201.59'	N12°51'25"E	201.26'	
C9	2000.00	3°29'49"	118.91'	N88°18'15"E	118.65'	
C10	1500.00	1°40'06"	43.69'	N81°29'25"W	43.69'	
C11	2000.00	7°12'11"	62.21'	N14°4'10"E	62.21'	
C12	3000.00	2°37'46"	45.96'	N89°50'45"E	45.96'	

Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C13	1000.00'	2°46'18"	46.37'	N82°59'24"W	48.85'
C14	1000.00'	13°46'14"	275.83'	N73°12'00"W	274.96'
C15	1000.00'	11°12'27"	187.04'	N69°38'19"W	197.32'
C16	1000.00'	5°11'24"	90.59'	N61°22'55"W	90.55'

FINAL MAP OF
CREEKVIEW - PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL20-0201

BEING A MERGER AND RE-SUBDIVISION OF LOTS 29, 30, 31, 32 AND 33 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION, RE-SUBDIVISION NO. PL18-0108" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 12 NORTH, MERIDIAN 12 WEST.

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8 EAST, MOUNT DIABLO MERIDIAN

McKay & Sons

ENGINEERS

PLANNERS

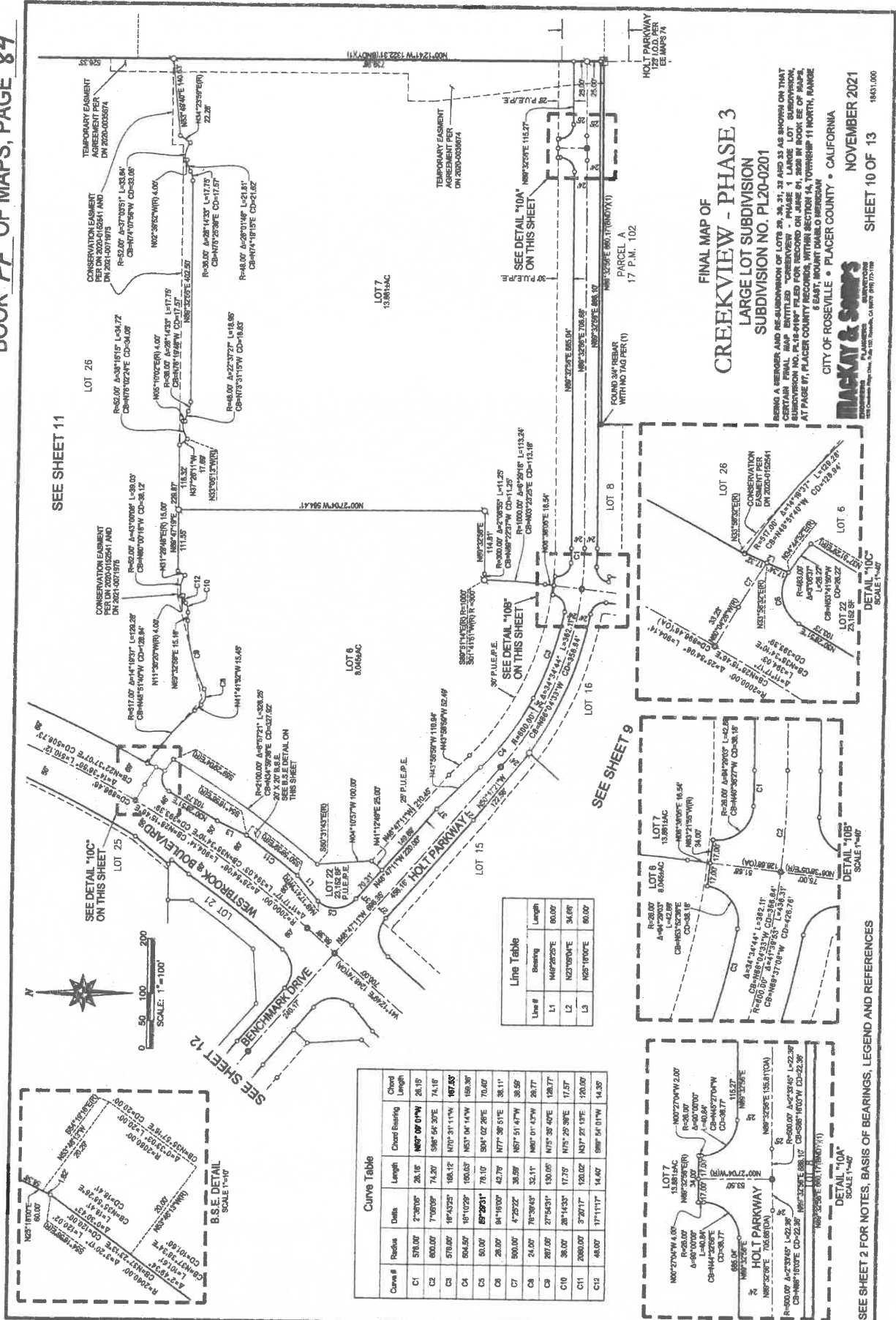
BUILDERS

105 Creekside Ridge Dr. Ste. 151, Menlo Park, CA 94025 (415) 321-1100

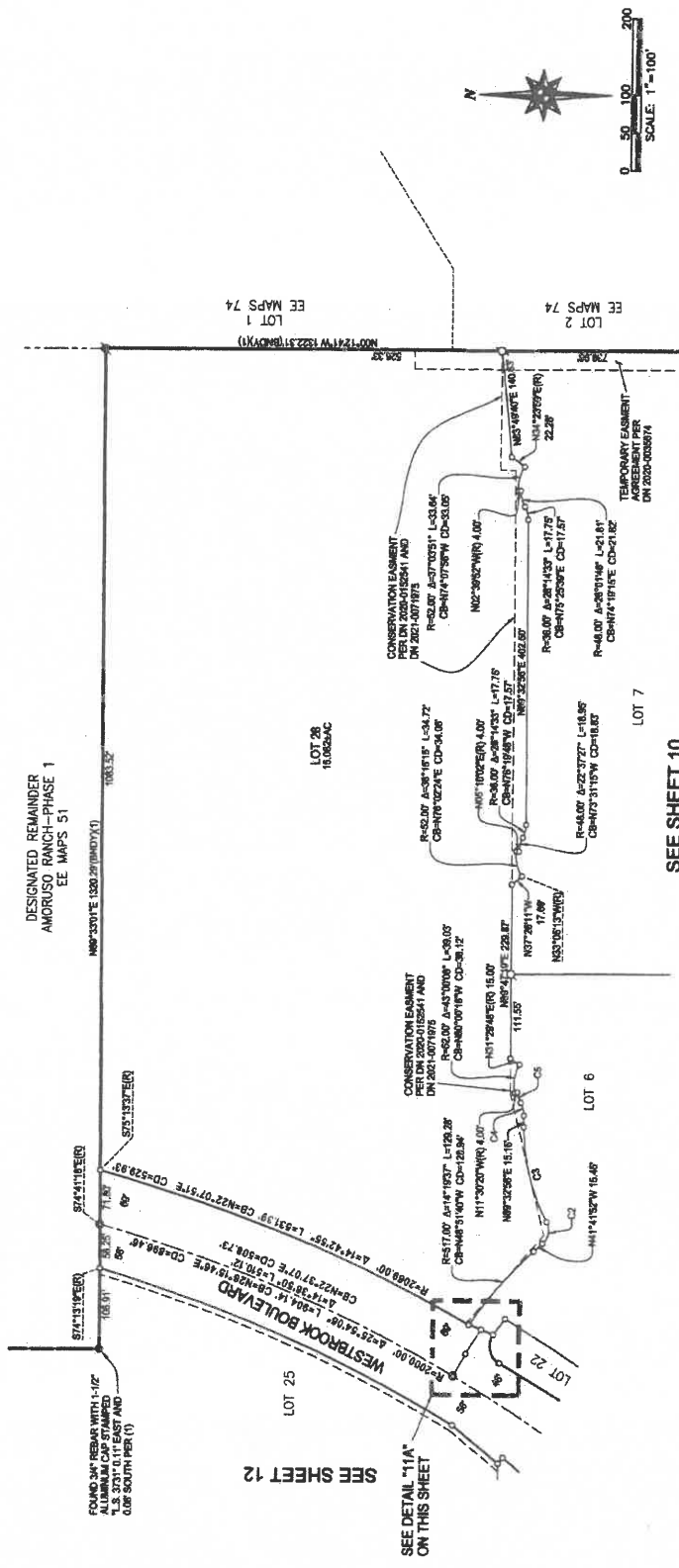
NOVEMBER 2021

SHEET 9 OF 13

18431.000



DESIGNATED REMAINDER
AMORUSO RANCH-PHASE 1
EE MAPS 51



LOT 1
EE MAPS 74

LOT 2
EE MAPS 74

LOT 26
15.0634C

SEE SHEET 10

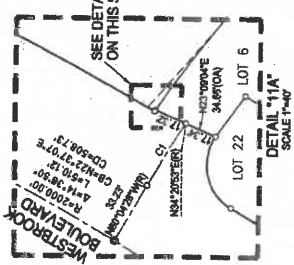
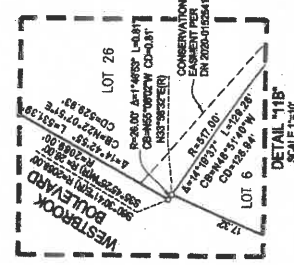
LOT 7

LOT 6

LOT 25

SEE SHEET 12

FOUND 3/4" REBAR WITH 1'-02"
ALUMINUM CAP STAMPED
N 89° 51' 11" E 11.57' AND
S 89° 51' 11" E 11.57'



Curve Table

Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	500.00'	4°25'22"	38.59'	N87°51'47"W	38.59'
C2	24.00'	78°38'43"	32.11'	N80°01'03"W	28.77'
C3	267.00'	27°54'31"	130.05'	N75°35'40"E	128.77'
C4	36.00'	28°14'33"	17.75'	N75°28'59"E	17.57'
C5	48.00'	17°11'17"	14.60'	N68°56'01"E	14.35'

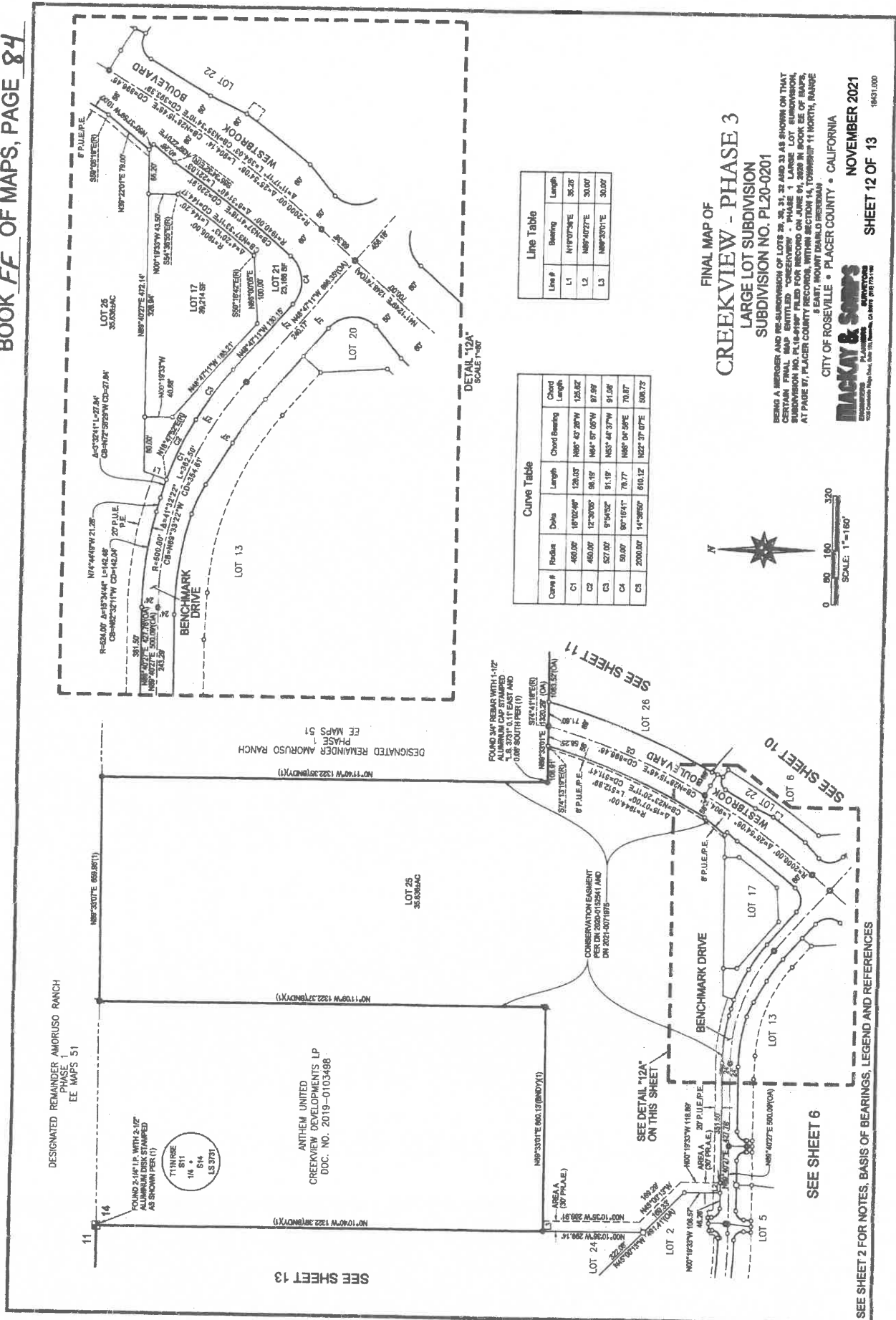
FINAL MAP OF
CREEKVIEW - PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL20-0201

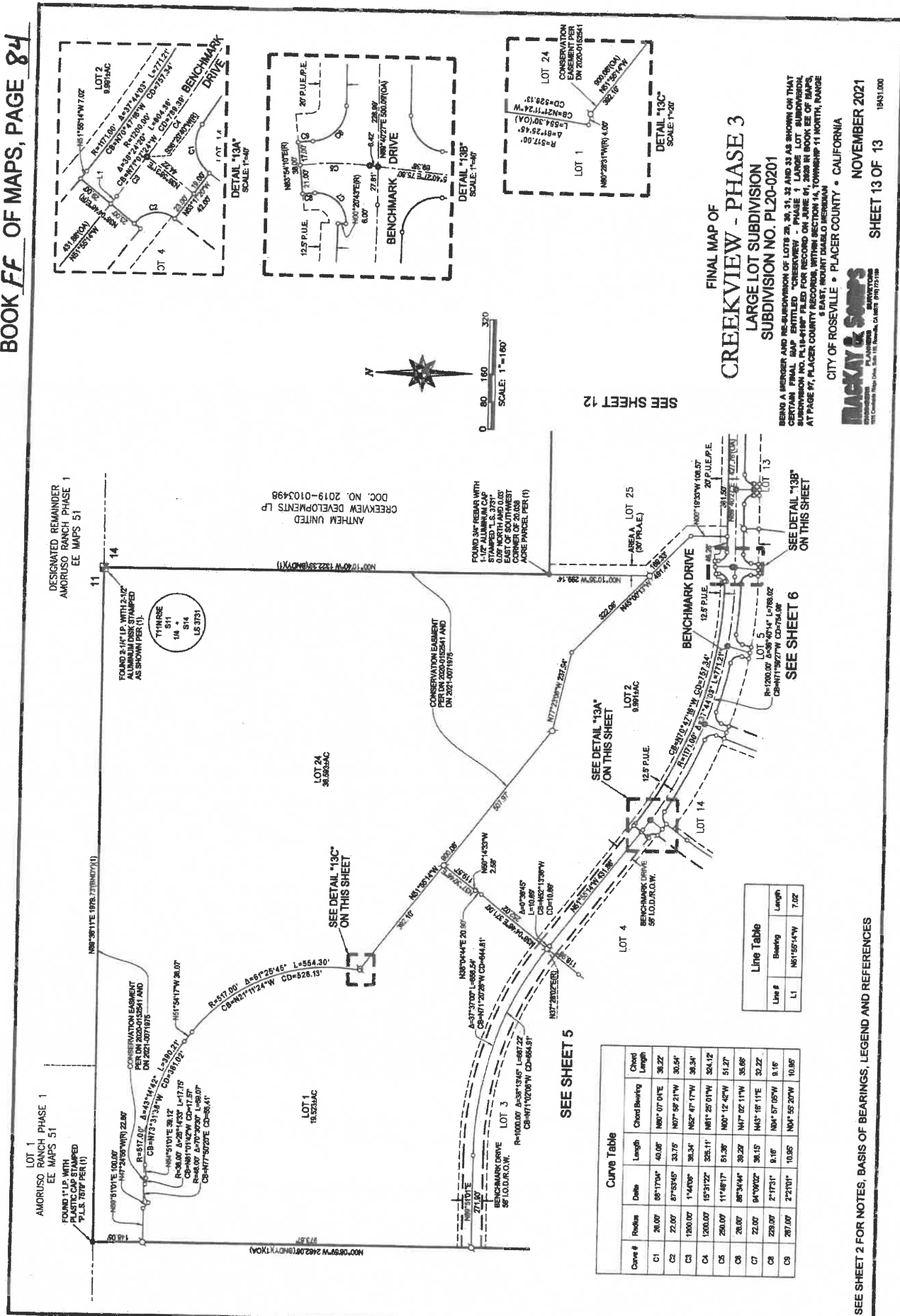
BEING A REMINDER AND RE-SUBDIVISION OF LOTS 25, 26, 21, 22 AND 23 AS SHOWN ON THAT CERTAIN FINAL MAP AND RE-SUBDIVISION OF LOTS 25, 26, 21, 22 AND 23 AS SHOWN ON THAT CERTAIN FINAL MAP, PL 18-81817, FILED FOR RECORD ON JUNE 14, 1989, IN THE OFFICE OF THE CLERK OF SUPERIOR COURT, COUNTY OF PLACER, CALIFORNIA, AT PAGE 87, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 12 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

Mackay & Sons
PLANNERS
SURVEYORS
1220 Colorado Hwy., Suite 100, Roseville, CA 95712
NOVEMBER 2021
SHEET 11 OF 13
18491.000

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, LEGEND AND REFERENCES







COUNCIL COMMUNICATION

CC #: 2785

File #: 0400-07 & 0400-04-15-1

Title: Amoruso Ranch Phase 1 Subphase A1 In-Tract - Final Map and Subdivision Agreement

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

Meeting Date: 6/21/2023

Item #: 7.20.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept, on behalf of the public, the public utility easements offered thereon and accept, subject to improvement, Lots C, D, E, F, G, H, I, J, K, L, M, N and O and all rights of way offered thereon; and reject at this time the irrevocable offers of Lots A & B and approve the abandonment of the irrevocable offers of dedication for rights of way and easements as listed thereon.
2. Adopt the attached resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services, Engineering Division, has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met. This map will create 481 residential lots, 13 public landscape lots and 2 public park lots.

FISCAL IMPACT

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

ENVIRONMENTAL REVIEW

Approval of the Amoruso Ranch Phase 1 - Subphase A1 In-Tract final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Amoruso Ranch Phase 1 - Subphase A1 In-Tract final map was accomplished with the preparation of the Amoruso Ranch Specific Plan (ARSP) Environmental Impact Report (EIR) and was certified by City Council on June 15, 2016 (SCH#2013102057). Because the Amoruso Ranch Phase 1 Subphase A1 In-Tract final map is consistent with the project evaluated

in the Amoruso Ranch Specific Plan EIR, no new effects would be expected to occur and all applicable mitigation measures from the Amoruso Ranch Specific Plan EIR 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,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Final Map

Vicinity Map

Resolution 23-269

Subdivision Agreement

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THIS FINAL MAP AS SHOWN HEREON, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID FINAL MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENT FOR PUBLIC PURPOSES:

- A. PUBLIC EASEMENTS FOR INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, ELECTROLIERS, TRAFFIC CONTROL APPURTENANCES, WATER, SEWER, DRAINAGE AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THE STREETS SHOWN HEREON, LOTS C THROUGH O INCLUSIVE, AND THOSE STRIPS OF LAND TEN (10) FEET IN WIDTH LYING CONTIGUOUS TO THE STREETS SHOWN HEREON AND DESIGNATED "10' PUE".

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED IN FEE FOR PUBLIC PURPOSES:

- A. LOTS A AND B AS PUBLIC PARKS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- A. AS PUBLIC RIGHTS-OF-WAY (INCLUDING THE IMPROVEMENTS THEREON), THE BOULEVARD, CIRCLES, COURTS, DRIVES, ROADS AND WAYS SHOWN HEREON AS AMORUSO RANCH ROAD, GRAZING RANCH ROAD, VAIL RANCH ROAD, TRAPPER RANCH ROAD, GENTLE RAIN DRIVE, BLUE STAR DRIVE, BLUE SPUR DRIVE, GREEN FEATHER WAY, BLUE FEATHER WAY, RED FEATHER WAY, SILVER FEATHER WAY, SADDLE CREEK WAY, BLACK OPAL CIRCLE, BLUE OPAL CIRCLE, GOLDEN PLAINS COURT, FLAT PLAINS COURT, GREEN SPUR COURT, OPEN PLAINS COURT, RED SPUR COURT, TOPAZ SPRINGS COURT, ORANGE SPRING COURT, OPAL SPRINGS COURT, GRAZING RANCH COURT, FOXTAIL WAY, QUAIL BEND COURT, BLACK SPUR COURT, CLIFTON COURT, BRASS SPUR COURT, SILVER FEATHER COURT, FOUNTAIN COURT, IMPERIAL COURT, FOXTAIL COURT, YUKON COURT, CLIFF COURT, WHISTLE COURT, IRON CANYON COURT, IRON GATE COURT, COMET DRIVE AND WESTBROOK BOULEVARD.

- B. LOTS C THROUGH O, SHOWN HEREON, TO THE CITY OF ROSEVILLE FOR LANDSCAPE AND PUBLIC RIGHT-OF-WAY PURPOSES.

BROOKFIELD SACRAMENTO HOLDINGS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

NAME: _____

TITLE: _____

SURVEYOR'S STATEMENT

THIS FINAL MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE. AT THE REQUEST OF BROOKFIELD SUNSET, IN SEPTEMBER 2019, I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS AS INDICATED, OR THAT THEY WILL BE SET BY JUNE 30, 2025 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.



DAVID J. BRENT
P.L.S. 9602

DATE _____

FINAL MAP OF
AMORUSO RANCH PHASE 1 -
SUBPHASE A1 IN-TRACT
SUBDIVISION NO. PL 21-0184

ALL OF LOTS 12-15, 43-50, 55-60, 67-68, 82-84, 89, 100, A1-A, A2-B, A4-A, A7 AND A9-C OF THAT CERTAIN FINAL MAP ENTITLED "AMORUSO RANCH PHASE A1", SUBDIVISION NO. PL18-0184, BOOK GG OF MAPS, PAGE 49, PLACER COUNTY RECORDS, A PORTION OF SECTIONS 11 & 14, T. 11N., R. 5E., M.D.B.&M. CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA



JUNE 2023

Sheet 1 of 20

3651.010

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR 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 _____) SS

ON _____ DAY OF _____, 2023, BEFORE ME, _____,
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, 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: _____

PRINTED NAME: _____

MY PRINCIPLE PLACE OF BUSINESS IS IN THE COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION No.: _____

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "AMORUSO RANCH PHASE 1 - SUBPHASE A1 IN-TRACT" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

MARC STOUT
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879

DATE _____

I HEREBY STATE THAT I AM SATISFIED THAT THIS "FINAL MAP OF AMORUSO RANCH PHASE A1-IT" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

TIMOTHY G. BLAIR, P.L.S. 8278

DATE _____



CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE HAS APPROVED THIS FINAL MAP OF "AMORUSO RANCH PHASE A1-IT" AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, LOTS C THROUGH O INCLUSIVE, AND THE PUBLIC RIGHTS-OF-WAY OFFERED HEREON FOR DEDICATION, AND HAS REJECTED AT THIS TIME, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ON BEHALF OF THE PUBLIC, THE IRREVOCABLE OFFERS OF LOT A AND LOT B OFFERED HEREON, IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS. THE CITY COUNCIL HAS APPROVED THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATIONS FOR RIGHTS-OF-WAY AND PUBLIC UTILITY EASEMENTS IN NOTE 6, ON SHEET 2.

DATE _____

CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2023, AT _____ M. IN
BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF WOOD RODGERS, INC

SEE: \$ _____

DOCUMENT NO.: _____

BY: _____
RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER

BY: _____
DEPUTY RECORDER

BENEFICIARY'S STATEMENT

D.R.HORTON CA2, INC., A CALIFORNIA CORPORATION, AS BENEFICIARY UNDER THAT DEED OF TRUST RECORDED NOVEMBER 15, 2021 AS DOC-20210140961, OFFICIAL RECORDS OF PLACER COUNTY, HEREBY CONSENTS TO THE PREPARATION AND FILING OF THIS MAP.

BY: _____

TITLE: _____

DATE: _____

CERTIFICATE FOR DEDICATION**A) SUBDIVIDER DEDICATING PROPERTY:**

BROOKFIELD SACRAMENTO HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

B) DESCRIPTIONS OF PROPERTY BEING DEDICATED:

- LOTS C THROUGH O, SHOWN HEREON, TO THE CITY OF ROSEVILLE FOR LANDSCAPE AND PUBLIC RIGHT-OF-WAY PURPOSES.

C) PUBLIC AGENCY STATEMENT:

PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT THE CITY OF ROSEVILLE DOES HEREBY CERTIFY THE FOLLOWING: THAT UPON DETERMINATION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY, DESCRIBED IN (B) ABOVE IS DEDICATED, NO LONGER EXIST, THE CITY OF ROSEVILLE WILL RECONVEY THE PROPERTY TO THE SUBDIVIDER, NAMED IN (A) ABOVE, OR THE SUCCESSOR IN INTEREST, EXCEPT FOR ALL OR ANY PORTION OF THE PROPERTY THAT IS REQUIRED FOR THE SAME PUBLIC PURPOSE OR PUBLIC UTILITIES.

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR 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 _____ } SS

ON _____ DAY OF _____, 2023, BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, 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:

PRINTED NAME: _____

MY PRINCIPLE PLACE OF BUSINESS IS IN THE COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION No.: _____

LEGENDIOD
LE
LS
ORPC
PM
PUE
RWIRREVOCABLE OFFER OF DEDICATION
LANDSCAPE EASEMENTS
LANDSCAPING
OFFICIAL RECORDS OF PLACER COUNTY
BOOK OF PARCEL MAPS
PUBLIC UTILITY EASEMENT
RIGHT-OF-WAY

SECTION CORNER



SECTION QUARTER CORNER, FOUND MONUMENT AS NOTED



SECTION QUARTER CORNER, NOTHING FOUND OR SET



FOUND %" REBAR WITH CAP STAMPED "LS 9602"



SET MONUMENT WELL WITH 3" BRASS CAP STAMPED "LS 9602"



FOUND MONUMENT WELL WITH 3" BRASS CAP STAMPED "LS 9602"



FOUND MONUMENT AS NOTED



DIMENSION POINT - NOTHING FOUND OR SET



THE NORTH 42' OF SECTION 11 WAS GRANTED IN FEE TO THE COUNTY OF PLACER PER BOOK 1123, PAGE 612, ORPC (SUNSET BOULEVARD)



EXTERIOR BOUNDARY OF SUBJECT PROPERTY



PUBLIC RIGHT-OF-WAY LINES



PARCEL LINES



PUE LINES



SECTION LINES



CENTERLINES

NOTES:

- ALL CURVES DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING, AND CHORD DISTANCE.
- ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
- DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
- TOTAL AREA FOR THIS "FINAL MAP OF AMORUSO RANCH PHASE A1-IT" SUBDIVISION IS 108.681± ACRES, CONSISTING OF 481 RESIDENTIAL LOTS, 2 PUBLIC PARK LOTS AND 13 LANDSCAPE LOTS.
- 5/8" REBAR CAPPED "LS 9602" WILL BE SET AT ALL REAR LOT CORNERS, ALONG WITH ALL LOT LINE ANGLE POINTS, OR AT A 2.00 FOOT PROJECTION ALONG LOT LINES ADJACENT TO WALLS (2.00 FOOT BY 2.00 FOOT OFFSETS FOR ANGLE POINTS ADJACENT TO WALLS). FRONT CORNERS WILL BE SET WITH A 1" BRASS DISK STAMPED "LS 9554" AT A 1.00 FOOT PROJECTION OF THE PROPERTY LINE ONTO THE SIDEWALK.
- A SOILS REPORT DATED MARCH 24, 2021, WAS PREPARED FOR THIS SUBDIVISION BY ENGEO INCORPORATED. A COPY OF THIS REPORT ENTITLED "AMORUSO RANCH - PHASE A, ROSEVILLE CALIFORNIA, GEOTECHNICAL EXPLORATION, PROJECT NO. 8186.000.004", IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING FILE #308-944.
- PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC EASEMENTS ARE HEREBY ABANDONED AND ARE NOT SHOWN HEREON:
 - THOSE PORTIONS OF THE IOD/RW DEPICTED ON THE MAP ENTITLED "FINAL MAP OF AMORUSO RANCH PHASE A1", FILED IN BOOK GG OF MAPS, AT PAGE 49, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP.
 - THOSE PORTIONS OF THE PUE DEPICTED ON THE MAP ENTITLED "FINAL MAP OF AMORUSO RANCH PHASE A1", FILED IN BOOK GG OF MAPS, AT PAGE 49, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP.
 - THOSE PORTIONS OF THE PUE/PE DEPICTED ON THE MAP ENTITLED "FINAL MAP OF AMORUSO RANCH PHASE A1", FILED IN BOOK GG OF MAPS, AT PAGE 49, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP.

BASIS OF BEARINGS STATEMENT

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 11, AS SHOWN HEREON, SAID LINE IS TAKEN TO BEAR NORTH 89°38'09" EAST, AS SHOWN ON THE FINAL MAP OF "AMORUSO RANCH PHASE A1" RECORDED DECEMBER 23, 2022, IN BOOK GG OF MAPS, AT PAGE 49.

REFERENCES:

- (1) GG MAPS 49 FINAL MAP OF AMORUSO RANCH PHASE A1

FINAL MAP OF
**AMORUSO RANCH PHASE 1 -
SUBPHASE A1 IN-TRACT**

SUBDIVISION NO. PL 21-0184

ALL OF LOTS 12-15, 43-50, 55-60, 67-68, 82-84, 89, 100, A1-A, A2-B, A4-A, A7 AND A9-C OF THAT CERTAIN FINAL MAP ENTITLED "AMORUSO RANCH PHASE A1", SUBDIVISION NO. PL18-0184, BOOK GG OF MAPS, PAGE 49, PLACER COUNTY RECORDS, A PORTION OF SECTIONS 11 & 14, T. 11N., R. 5E., M.D.B.&M. CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA



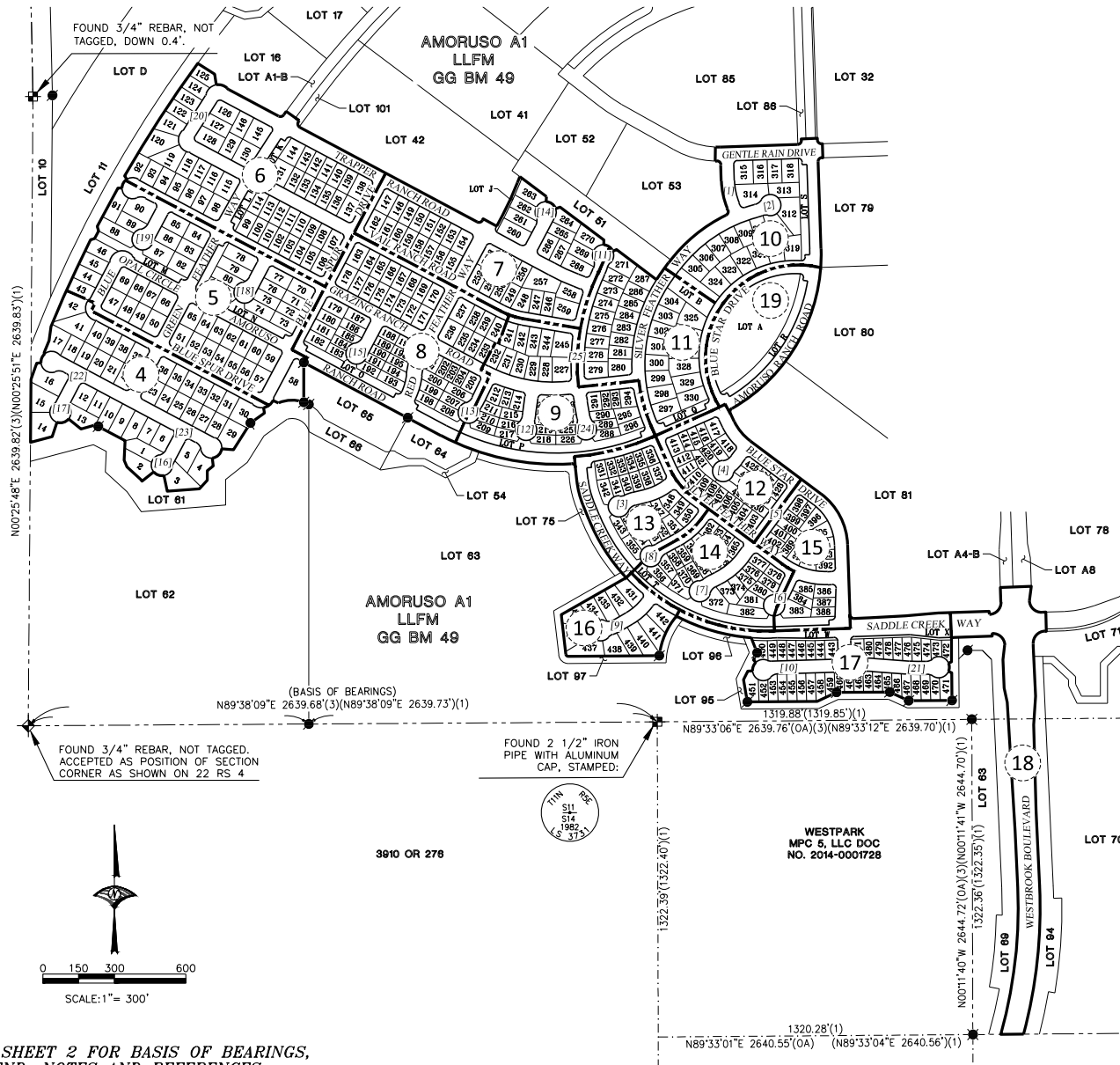
WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 G ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

JUNE 2023

Sheet 2 of 20

3651.010

BOUNDARY SHEET



LEGEND — STREET NAMES	
NO.	STREET NAME
[1]	COMET DRIVE
[2]	SILVER FEATHER COURT
[3]	FOUNTAIN COURT
[4]	CLIFF COURT
[5]	FOXTAIL WAY
[6]	YUKON COURT
[7]	FOXTAIL COURT
[8]	IMPERIAL COURT
[9]	WHISTLE COURT
[10]	IRON CANYON COURT
[11]	BRASS SPUR COURT
[12]	QUAIL BEND COURT
[13]	TOPAZ SPRINGS COURT
[14]	CLIFTON COURT
[15]	RED SPUR COURT
[16]	FLAT PLAINS COURT
[17]	GOLDEN PLAINS COURT
[18]	OPEN PLAINS COURT
[19]	GREEN SPUR COURT
[20]	BLACK OPAL CIRCLE
[21]	IRON GATE COURT
[22]	OPAL SPRINGS COURT
[23]	ORANGE SPRINGS COURT
[24]	BLACK SPUR COURT
[25]	BRASS SPUR WAY

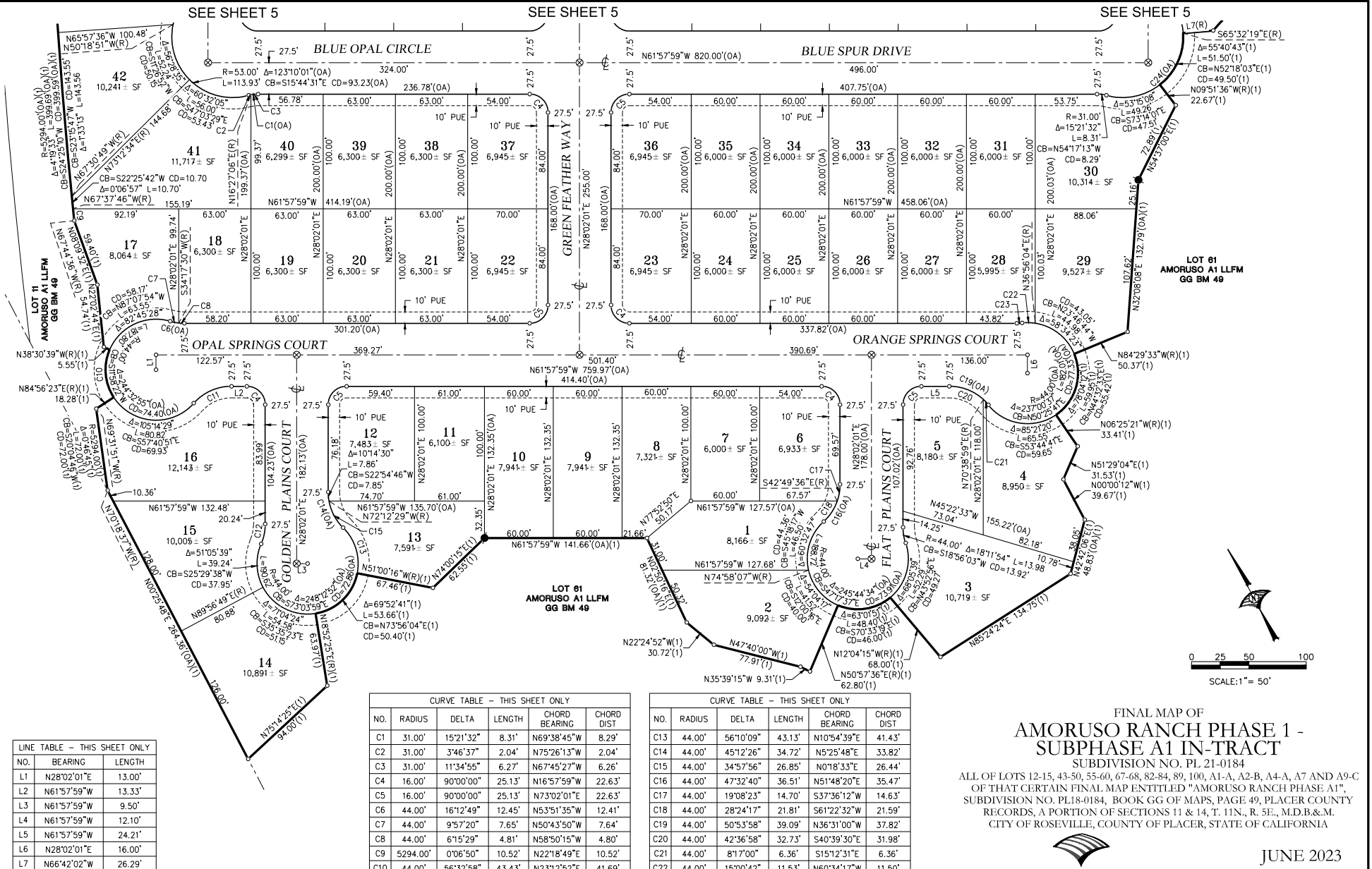
FINAL MAP OF
AMORUSO RANCH PHASE 1 -
SUBPHASE A1 IN-TRACT
SUBDIVISION NO. PL 21-0184

ALL OF LOTS 12-15, 43-50, 55-60, 67-68, 82-84, 89, 100, A1-A, A2-B, A4-A, A7 AND A9-C OF THAT CERTAIN FINAL MAP ENTITLED "AMORUSO RANCH PHASE A1", SUBDIVISION NO. PL18-0184, BOOK GG OF MAPS, PAGE 49, PLACER COUNTY RECORDS, A PORTION OF SECTIONS 11 & 14, T. 11N., R. 5E., M.D.B.&M. CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

JUNE 2023

Sheet 3 of 20

WOOD RODGERS
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3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767



SEE SHEET 2 FOR BASIS OF BEARINGS,
LEGEND, NOTES AND REFERENCES.

FINAL MAP OF
AMORUSO RANCH PHASE 1 -
SUBPHASE A1 IN-TRACT

SUBDIVISION NO. PL 21-0184

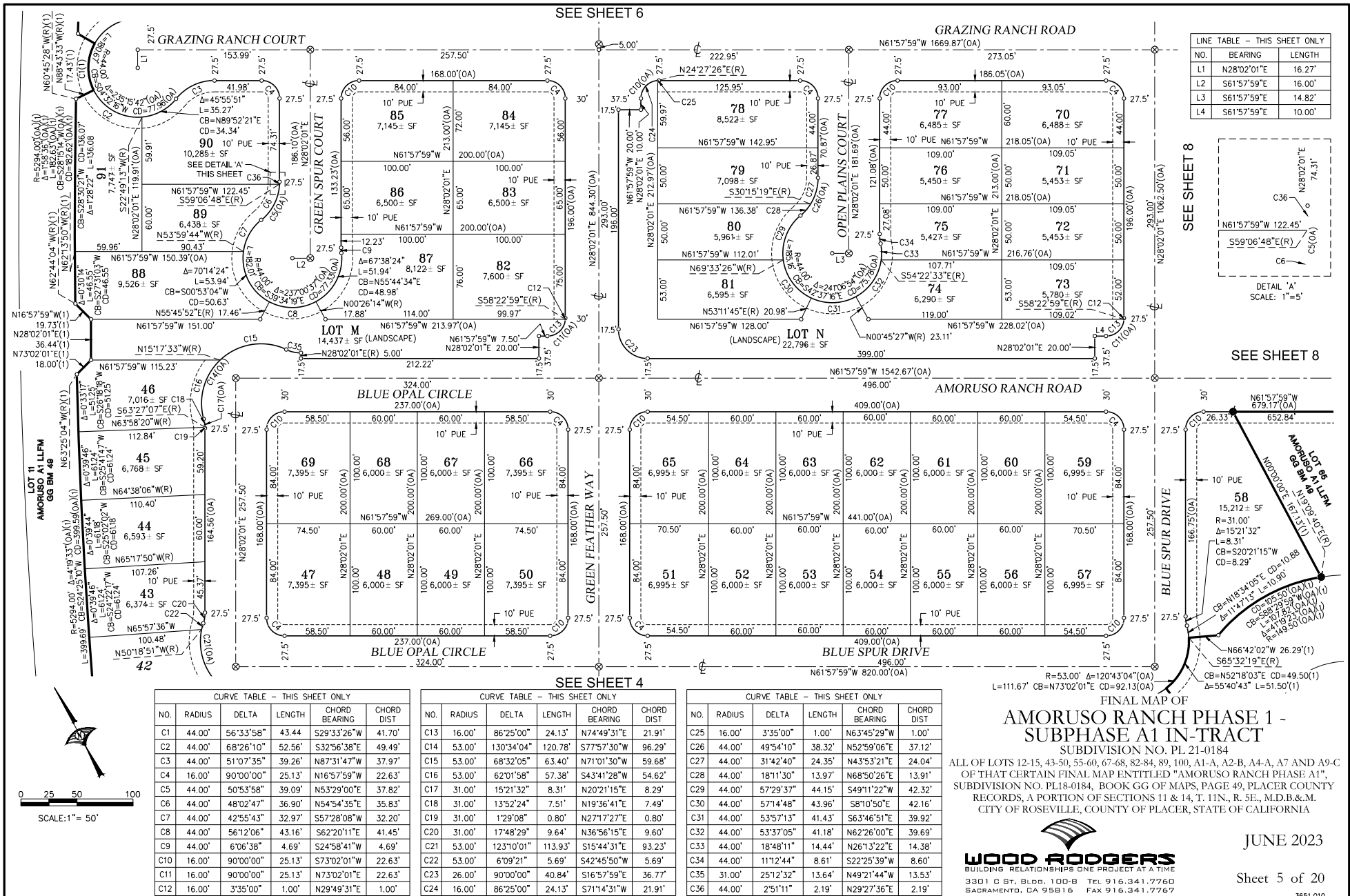
ALL OF LOTS 12-15, 43-50, 55-60, 67-68, 82-84, 89, 100, A1-A, A2-B, A4-A, A7 AND A9-C
OF THAT CERTAIN FINAL MAP ENTITLED "AMORUSO RANCH PHASE A1",
SUBDIVISION NO. PL18-0184, BOOK GG OF MAPS, PAGE 49, PLACER COUNTY
RECORDS, A PORTION OF SECTIONS 11 & 14, T. 11N., R. 5E., M.D.B.&M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

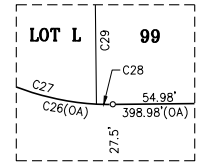
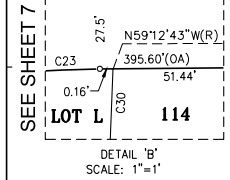
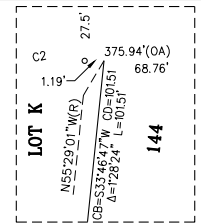
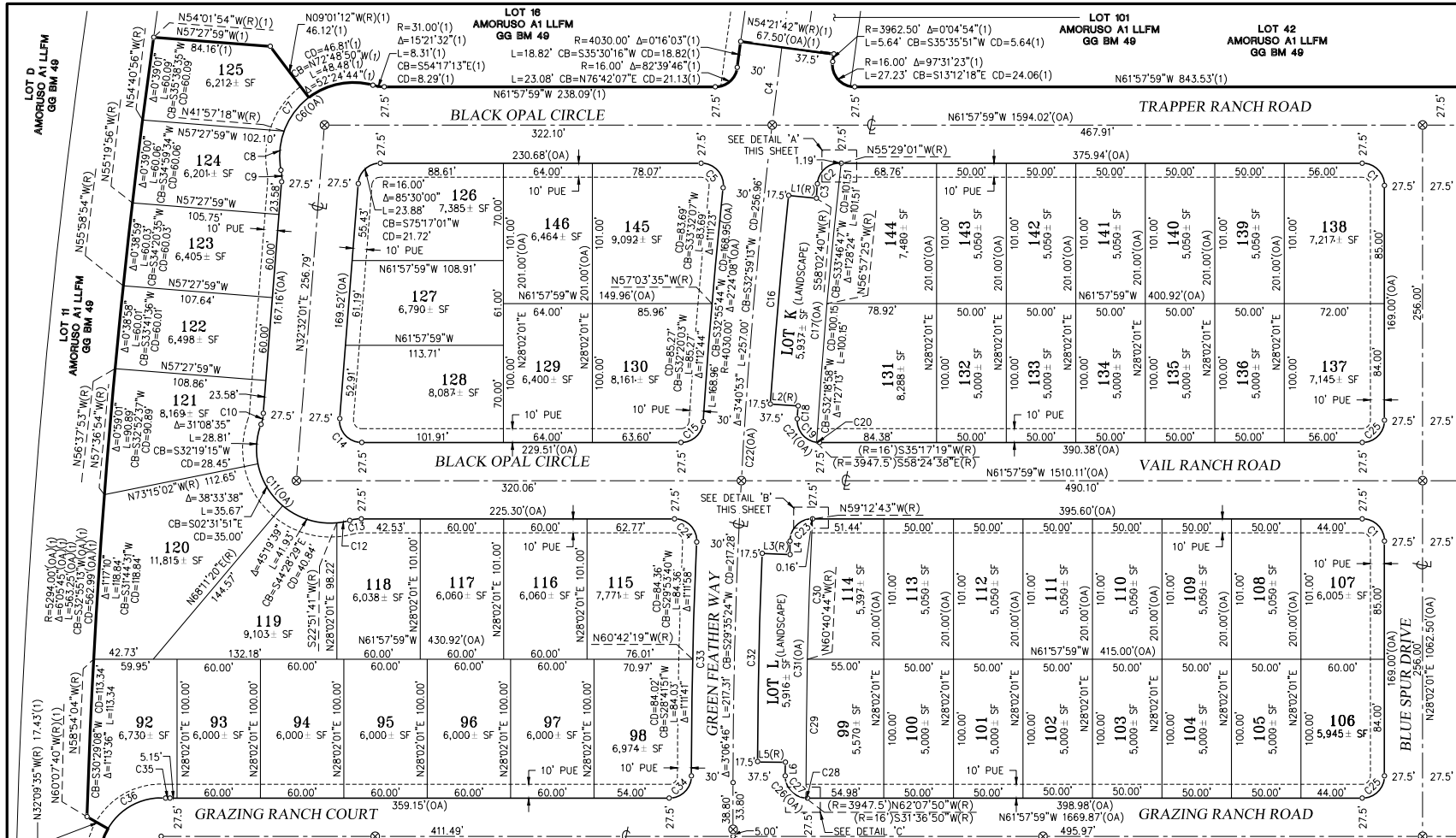
JUNE 2023

Sheet 4 of 20

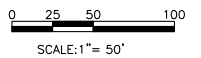
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WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767





SEE SHEET 8



SEE SHEET 2 FOR
BASIS OF BEARINGS,
LEGEND, NOTES
AND REFERENCES.

SEE SHEET 5

CURVE TABLE - THIS SHEET ONLY				
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING
C1	16.00'	90°00'00"	25.13'	N16°57'59\"/>

CURVE TABLE - THIS SHEET ONLY				
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING
C13	31.00'	15°21'32"	8.31'	N69°38'45\"/>

LINE TABLE - THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N55°52'31"W	20.00'
L2	N58°02'40"W	20.00'
L3	N59°35'39"W	20.00'
L4	N28°02'01"E	9.68'
L5	N61°45'16"W	20.00'
L6	N28°06'06"E	9.94'

CURVE TABLE - THIS SHEET ONLY				
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING
C25	16.00'	90°00'00"	25.13'	N73°02'01\"/>

FINAL MAP OF AMORUSO RANCH PHASE 1 - SUBPHASE A1 IN-TRACT

SUBDIVISION NO. PL 21-0184

ALL OF LOTS 12-15, 43-50, 55-60, 67-68, 82-84, 89, 100, A1-A, A2-B, A4-A, A7 AND A9-C
OF THAT CERTAIN FINAL MAP ENTITLED "AMORUSO RANCH PHASE A1",
SUBDIVISION NO. PL18-0184, BOOK GG OF MAPS, PAGE 49, PLACER COUNTY
RECORDS, A PORTION OF SECTIONS 11 & 14, T. 11N., R. 5E., M.D.B.&M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA



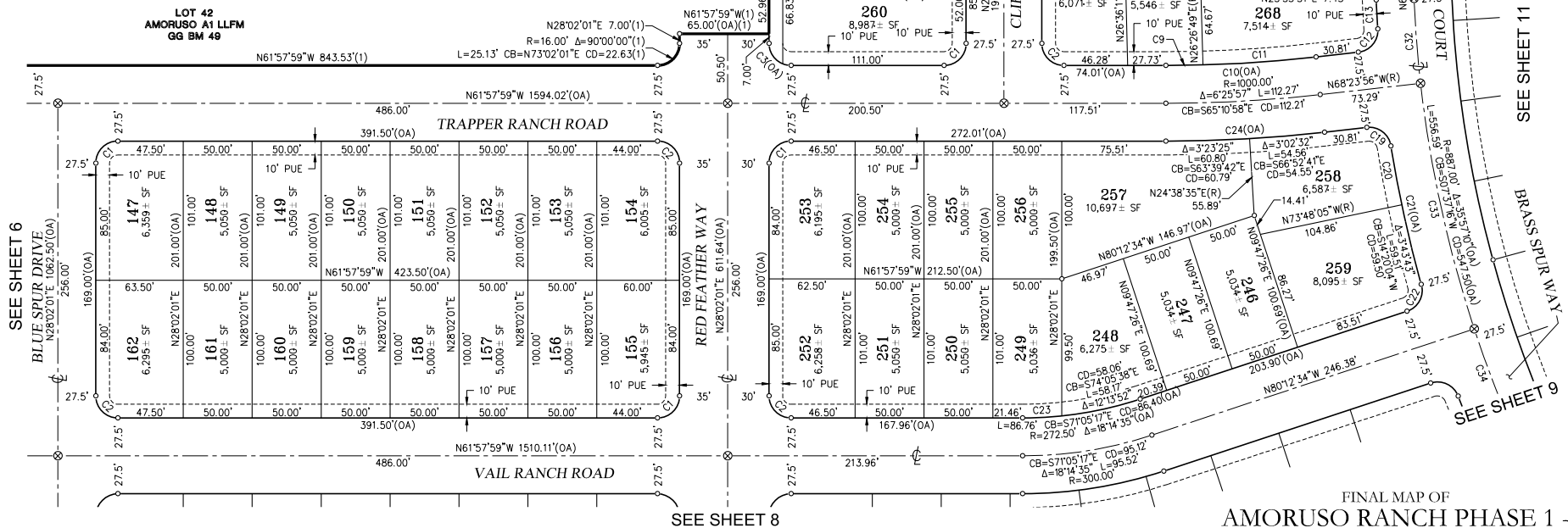
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JUNE 2023

Sheet 6 of 20

3651.010

CURVE TABLE - THIS SHEET ONLY						CURVE TABLE - THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST	NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	16.00'	90°00'00"	25.13'	N73°02'01"E	22.63'	C18	44.00'	51°42'14"	39.71'	N2°54'19"E	38.37'
C2	16.00'	90°00'00"	25.13'	N16°57'59"W	22.63'	C19	16.00'	87°19'14"	24.38'	N24°44'20"W	22.09'
C3	16.00'	90°00'00"	25.13'	N16°57'59"W	22.63'	C20	914.50'	2°43'22"	43.46'	N17°33'36"E	43.45'
C4	44.00'	51°15'51"	39.37'	N22°44'05"E	38.07'	C21	914.50'	6°27'05"	102.97'	S15°41'45"W	102.92'
C5	44.00'	26°06'41"	20.05'	N10°10'30"W	19.88'	C22	16.00'	87°19'14"	24.38'	N56°07'49"E	22.09'
C6	44.00'	233°27'20"	179.28'	S86°30'10"E	78.60'	C23	272.50'	6°00'43"	28.59'	N64°58'21"W	28.58'
C7	44.00'	53°06'47"	40.79'	N31°9'33"E	39.34'	C24	1027.50'	6°25'57"	115.36'	N65°10'58"W	115.30'
C8	44.00'	2°11'30"	1.68'	N29°07'45"E	1.68'	C25	1240.00'	2°02'07"	44.05'	N27°00'57"E	44.05'
C9	972.50'	1°35'11"	26.93'	N62°45'35"W	26.93'	C26	1240.00'	2°31'58"	54.81'	N24°43'54"E	54.81'
C10	972.50'	6°25'57"	109.18'	N65°10'58"W	109.12'	C27	1240.00'	2°24'56"	52.28'	N22°15'27"E	52.27'
C11	972.50'	4°50'46"	82.25'	N65°58'34"W	82.23'	C28	44.00'	25°09'10"	19.32'	N15°27'25"E	19.16'
C12	16.00'	87°19'14"	24.38'	N67°56'27"E	22.09'	C29	1240.00'	6°59'02"	151.14'	N24°32'30"E	151.05'
C13	914.50'	1°19'01"	21.02'	N24°56'20"E	21.02'	C30	16.00'	22°01'28"	6.15'	S50°57'16"E	6.11'
C14	152.50'	0°58'26"	2.59'	N25°06'38"E	2.59'	C31	16.00'	67°58'32"	18.98'	S05°57'16"E	17.89'
C15	44.00'	7°45'17"	5.96'	N20°44'47"E	5.95'	C32	887.00'	3°59'47"	61.87'	S23°35'57"W	61.86'
C16	44.00'	39°48'57"	30.58'	N3°02'20"W	29.96'	C33	887.00'	11°48'37"	182.84'	S15°41'45"W	182.51'
C17	44.00'	47°34'14"	36.53'	N0°50'18"E	35.49'	C34	887.00'	15°52'31"	245.76'	S01°51'11"W	244.98'



SEE SHEET 6

SEE SHEET 8

SEE SHEET 9

SEE SHEET 11

FINAL MAP OF AMORUSO RANCH PHASE 1 - SUBPHASE A1 IN-TRACT

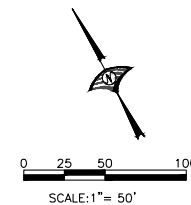
SUBDIVISION NO. PL 21-0184

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CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

JUNE 2023

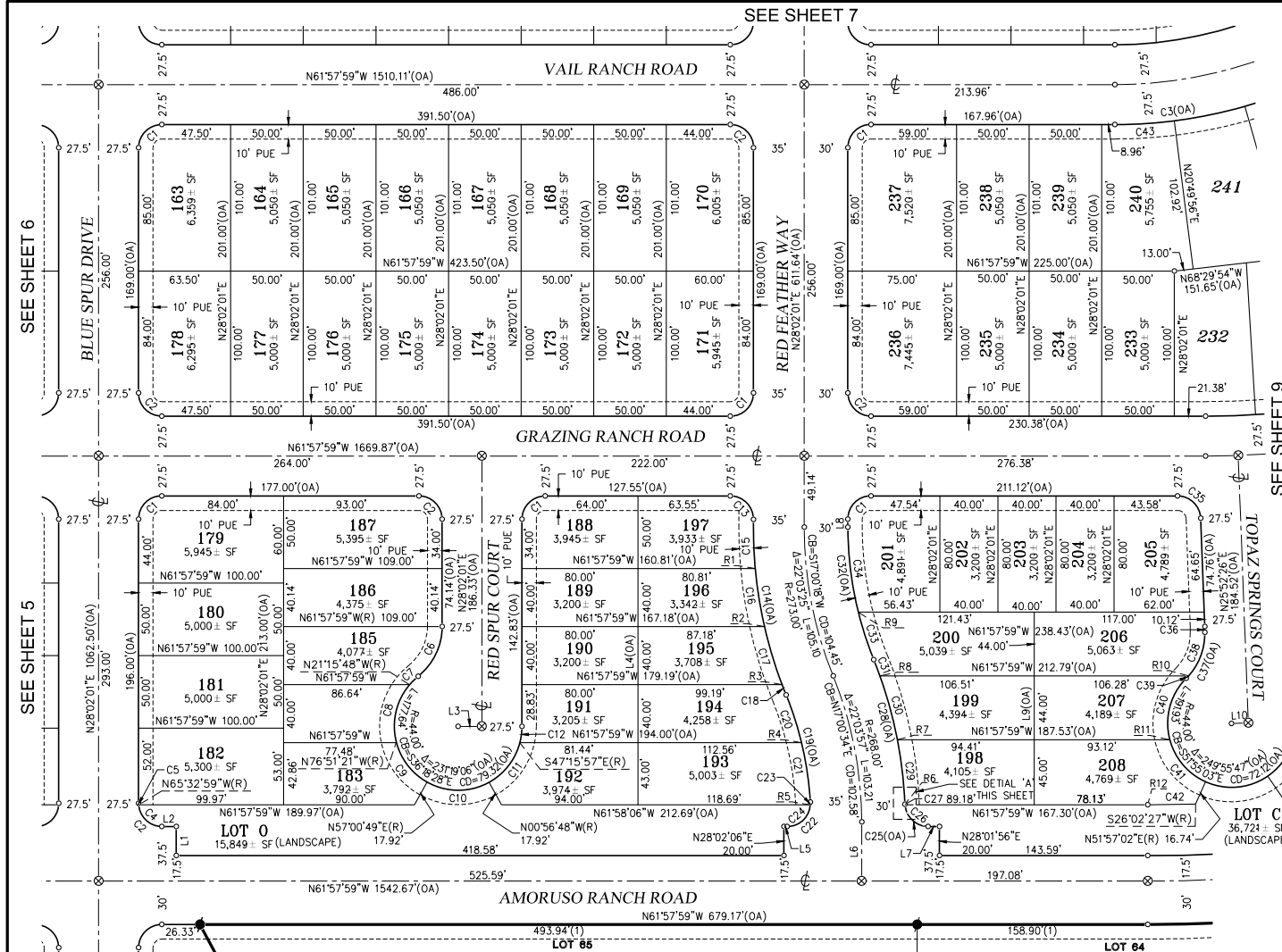
Sheet 7 of 20

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.



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CURVE TABLE - THIS SHEET ONLY				
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING
C1	16.00'	90°00'00"	25.13'	N73°02'01"E
C2	16.00'	90°00'00"	25.13'	N16°53'59"W
C3	327.50'	18°14'35"	104.28'	N71°05'17"W
C4	16.00'	86°25'00"	24.13'	S18°45'29"E
C5	16.00'	3°35'00"	1.00'	N26°14'31"E
C6	44.00'	51°19'04"	39.41'	N53°41'33"E
C7	44.00'	10°36'53"	8.15'	N74°02'38"E
C8	44.00'	55°35'32"	42.69'	N40°56'25"E
C9	44.00'	46°07'50"	35.43'	N9°55'16"W
C10	44.00'	57°57'36"	44.51'	N61°57'59"W
C11	44.00'	46°19'09"	35.57'	N65°53'38"E
C12	44.00'	14°42'04"	11.29'	N35°23'01"E
C13	16.00'	90°59'48"	25.41'	N16°28'06"W
C14	308.00'	23°03'13"	123.93'	S17°30'12"W
C15	308.00'	6°16'50"	33.76'	S25°52'33"W
C16	308.00'	7°32'25"	40.53'	S18°58'45"W
C17	308.00'	7°46'30"	41.80'	S11°19'18"W
C18	308.00'	1°27'27"	7.84'	S6°42'19"W
C19	233.00'	18°40'35"	75.95'	N15°18'52"E
C20	233.00'	8°27'17"	34.38'	N10°12'14"E
C21	233.00'	10°31'17"	41.57'	N19°32'31"E
C22	16.00'	93°22'51"	26.08'	N71°20'35"E
C23	16.00'	6°56'23"	1.94'	N28°07'21"E
C24	16.00'	86°26'28"	24.14'	N74°48'47"E
C25	16.00'	87°39'51"	24.48'	N18°08'04"W
C26	16.00'	86°25'00"	24.13'	S18°45'29"E
C27	16.00'	1°14'51"	0.35'	N25°04'26"E
C28	298.00'	19°43'17"	102.57'	N15°50'14"E
C29	298.00'	8°39'06"	45.00'	N21°22'19"E
C30	298.00'	8°46'57"	45.68'	N12°39'17"E
C31	298.00'	2°17'14"	11.90'	N70°12'7"E
C32	243.00'	22°03'25"	93.55'	S17°00'18"W
C33	243.00'	8°09'35"	34.61'	N10°03'23"E
C34	243.00'	13°53'51"	58.94'	N21°05'05"E
C35	16.00'	87°50'25"	24.53'	N18°02'47"W
C36	172.50'	11°7'28"	3.89'	N26°31'10"E
C37	44.00'	45°52'57"	35.24'	N50°06'22"E
C38	44.00'	42°41'21"	32.78'	N48°30'35"E
C39	44.00'	31°13'35"	2.45'	N71°27'03"E
C40	44.00'	59°37'28"	45.79'	N43°14'07"E
C41	44.00'	51°28'21"	39.53'	N12°18'48"W
C42	947.50'	1°59'33"	32.95'	N62°57'46"W
C43	327.50'	7°12'05"	41.16'	S65°34'02"E
C44	44.00'	58°30'07"	44.93'	S67°18'02"E

FINAL MAP OF
AMORUSO RANCH PHASE 1 -
SUBPHASE A1 IN-TRACT

SUBDIVISION NO. PL 21-0184

ALL OF LOTS 12-15, 43-50, 55-60, 67-68, 82-84, 89, 100, A1-A, A2-B, A4-A, A7 AND A9-C
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Sheet 8 of 20

3651.010

LINE TABLE - THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N28°02'01"E	20.00'
L2	N61°57'59"W	10.00'
L3	N90°00'00"E	16.50'
L4	N28°02'01"E	213.00'
L5	N61°57'59"W	2.14'

LINE TABLE - THIS SHEET ONLY		
NO.	BEARING	LENGTH
L6	N28°02'32"E	40.66'
L7	N61°57'59"W	7.75'
L8	N28°02'01"E	5.64'
L9	N28°02'01"E	133.00'
L10	N64°07'34"W	11.71'

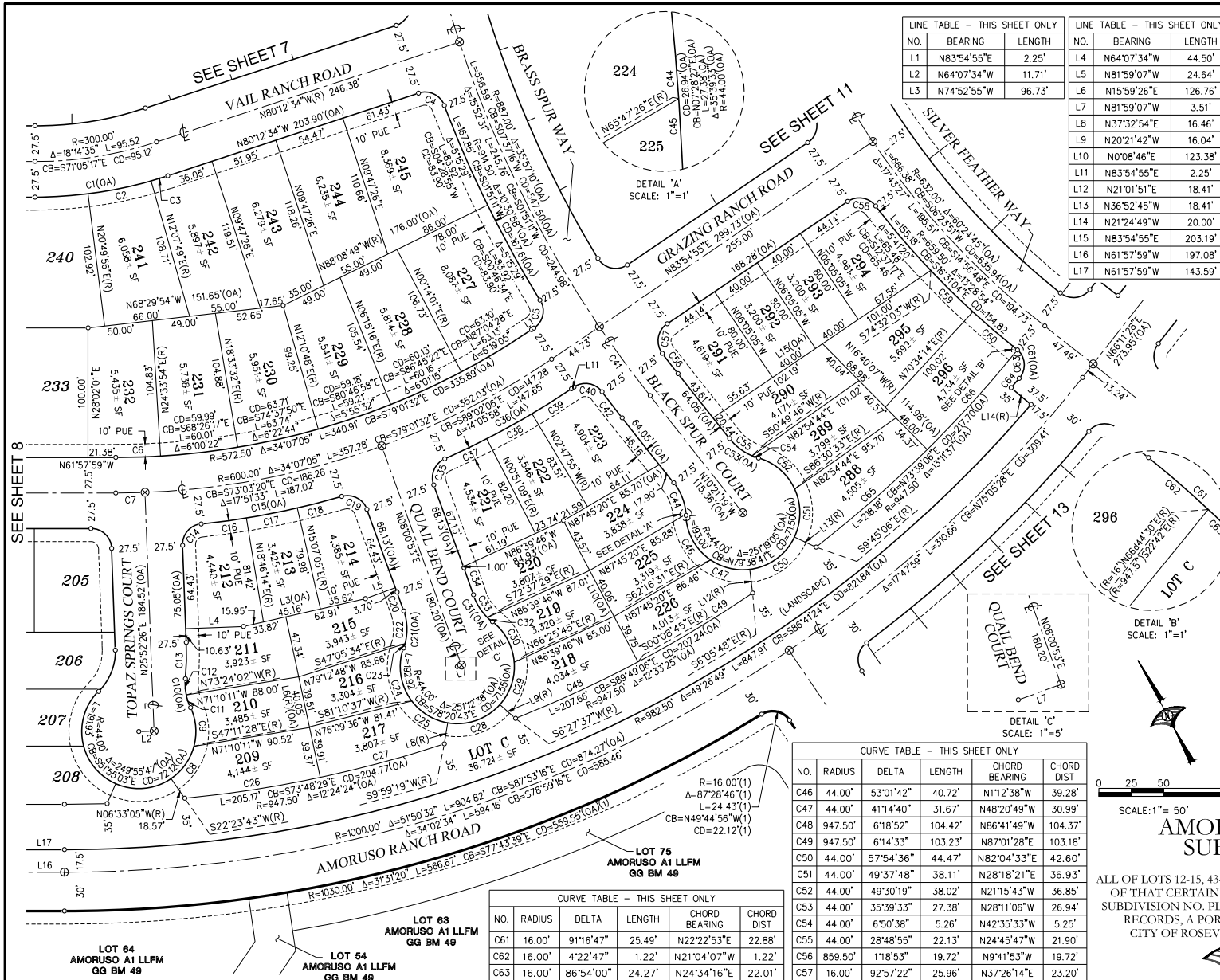
RADIAL TABLE - THIS SHEET ONLY		
NO.	RADIAL BEARING	LENGTH
R1	N67°15'02"W(R)	
R2	N74°47'27"W(R)	
R3	N82°33'58"W(R)	
R4	S75°34'07"E(R)	
R5	S58°24'28"E(R)	
R6	S64°18'08"E(R)	

RADIAL TABLE - THIS SHEET ONLY		
NO.	RADIAL BEARING	LENGTH
R7	S72°57'14"E(R)	
R8	S81°44'11"E(R)	
R9	N75°51'50"W(R)	
R10	S20°08'45"E(R)	
R11	N76°34'37"W(R)	
R12	S28°02'01"W(R)	

RADIAL TABLE - THIS SHEET ONLY		
NO.	RADIAL BEARING	LENGTH
R1	N67°15'02"W(R)	
R2	N74°47'27"W(R)	
R3	N82°33'58"W(R)	
R4	S75°34'07"E(R)	
R5	S58°24'28"E(R)	
R6	S64°18'08"E(R)	

RADIAL TABLE - THIS SHEET ONLY		
NO.	RADIAL BEARING	LENGTH
R7	S72°57'14"E(R)	
R8	S81°44'11"E(R)	
R9	N75°51'50"W(R)	
R10	S20°08'45"E(R)	
R11	N76°34'37"W(R)	
R12	S28°02'01"W(R)	

SEE SHEET 2 FOR BASIS OF BEARINGS,
LEGEND, NOTES AND REFERENCES.



LINE TABLE - THIS SHEET ONLY			LINE TABLE - THIS SHEET ONLY		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N83°54'55"E	2.25'	L4	N64°07'34"W	44.50'
L2	N64°07'34"W	11.71'	L5	N81°59'07"W	24.64'
L3	N74°52'55"W	96.73'	L6	N15°59'26"E	126.76'

LINE TABLE - THIS SHEET ONLY			LINE TABLE - THIS SHEET ONLY		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L7	N81°59'07"W	3.51'	L10	N0°08'46"E	123.38'
L8	N37°32'54"E	16.46'	L11	N83°54'55"E	2.25'
L9	N20°21'42"W	16.04'	L12	N21°01'51"E	18.41'
L10	N0°08'46"E	123.38'	L13	N36°52'45"W	18.41'
L11	N83°54'55"E	2.25'	L14	N21°24'49"W	20.00'
L12	N21°01'51"E	18.41'	L15	N83°54'55"E	203.19'
L13	N36°52'45"W	18.41'	L16	N61°57'59"W	197.08'
L14	N21°24'49"W	20.00'	L17	N61°57'59"W	143.59'

CURVE TABLE - THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	327.50'	18°14'35"	104.28'	N71°05'17"W	103.84'
C2	327.50'	8°42'07"	49.74'	N73°31'08"W	49.69'
C3	327.50'	2°20'23"	13.37'	N79°02'23"W	13.37'
C4	16.00'	87°19'14"	24.38'	N36°32'57"W	22.09'
C5	16.00'	87°19'14"	24.38'	N40°15'19"E	22.09'
C6	572.50'	3°28'06"	34.66'	N63°42'03"W	34.65'
C7	600.00'	2°09'35"	22.62'	N63°02'47"W	22.61'
C8	44.00'	40°38'22"	31.21'	N63°07'43"E	30.56'
C9	44.00'	39°41'28"	30.48'	N22°57'48"E	29.87'
C10	44.00'	29°49'19"	22.90'	N18°01'43"E	22.64'
C11	44.00'	13°28'54"	10.35'	N9°51'31"E	10.33'
C12	44.00'	16°20'25"	12.55'	N24°46'10"E	12.51'
C13	227.50'	7°03'57"	28.06'	N29°24'24"E	28.04'
C14	16.00'	86°07'26"	24.05'	N68°56'09"E	21.85'
C15	627.50'	10°06'25"	110.69'	N73°03'20"W	110.55'
C16	627.50'	3°13'38"	35.34'	S69°36'57"E	35.34'
C17	627.50'	3°39'09"	40.00'	S73°03'20"E	39.99'
C18	627.50'	3°13'38"	35.34'	S76°29'44"E	35.34'
C19	16.00'	86°07'26"	24.05'	N35°02'50"W	21.85'
C20	672.50'	1°18'37"	15.38'	N8°40'11"E	15.38'
C21	44.00'	37°56'06"	29.13'	N28°17'33"E	28.60'
C22	44.00'	33°34'56"	25.79'	N26°06'58"E	25.42'
C23	44.00'	4°21'10"	3.34'	N45°05'01"E	3.34'
C24	44.00'	56°04'59"	43.07'	S19°13'06"W	41.37'
C25	44.00'	43°37'43"	33.50'	S30°38'15"E	32.70'
C26	947.50'	6°24'17"	105.91'	S70°48'25"E	105.86'
C27	947.50'	6°00'07"	99.26'	S77°00'37"E	99.21'
C28	44.00'	57°54'36"	44.47'	S81°24'24"E	42.60'
C29	44.00'	46°04'03"	35.38'	N46°36'16"E	34.43'
C30	44.00'	47°31'17"	36.49'	N01°12'24"W	35.46'
C31	44.00'	33°42'27"	25.89'	N70°54'49"W	25.51'
C32	44.00'	6°34'31"	5.05'	N20°39'46"W	5.05'
C33	44.00'	27°07'56"	20.84'	N3°48'33"W	20.64'
C34	727.50'	1°44'32"	22.12'	N8°53'09"E	22.12'
C35	16.00'	86°07'26"	24.05'	N51°04'36"E	21.85'
C36	627.50'	10°13'24"	111.96'	N89°01'37"E	111.82'
C37	627.50'	3°17'10"	35.99'	S87°30'16"E	35.98'
C38	627.50'	3°39'04"	39.99'	N89°01'37"E	39.98'
C39	627.50'	3°17'10"	35.99'	N85°33'30"E	35.98'
C40	16.00'	87°19'14"	24.38'	N52°25'28"E	22.09'
C41	887.00'	4°16'15"	66.12'	S81°31'12"E	66.10'
C42	914.50'	1°35'29"	25.40'	N9°33'35"W	25.40'
C43	44.00'	35°39'33"	27.38'	N7°28'27"E	26.94'
C44	44.00'	34°33'53"	26.54'	N6°55'37"E	26.14'
C45	44.00'	1°05'40"	0.84'	N24°45'24"E	0.84'

FINAL MAP OF
**AMORUSO RANCH PHASE 1 -
 SUBPHASE A1 IN-TRACT**
 SUBDIVISION NO. PL 21-0184

ALL OF LOTS 12-15, 43-50, 55-60, 67-68, 82-84, 89, 100, A1-A, A2-B, A4-A, A7 AND A9-C
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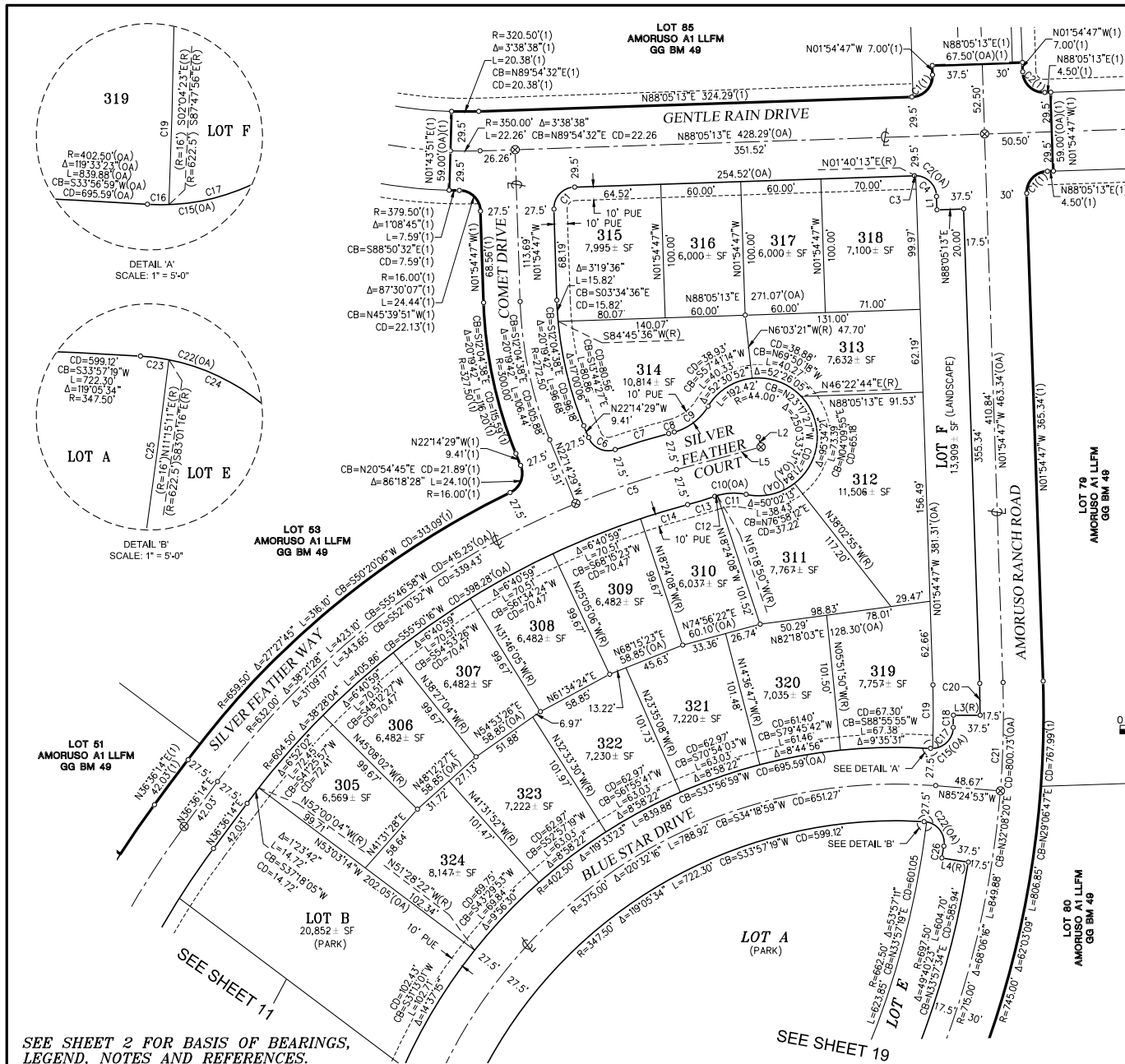
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JUNE 2023

Sheet 9 of 20

3651.010

CURVE TABLE - THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C61	16.00'	91°16'47"	25.49'	N22°22'53"E	22.88'
C62	16.00'	4°22'47"	1.22'	N21°04'07"W	1.22'
C63	16.00'	86°54'00"	24.27'	N24°34'16"E	22.01'
C64	962.50'	0°33'55"	9.50'	N68°18'14"E	9.50'
C65	947.50'	6°55'01"	114.39'	N76°47'24"E	114.32'
C66	947.50'	6°16'36"	103.80'	N70°11'36"E	103.74'



CURVE TABLE — THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	16.00'	90°00'00"	25.13'	N43°05'13"E	22.63'
C2	16.00'	90°00'00"	25.13'	N46°54'47"W	22.63'
C3	16.00'	3°35'00"	1.00'	S89°52'43"W	1.00'
C4	16.00'	86°25'00"	24.13'	N45°07'17"W	21.91'
C5	632.00'	7°12'11"	79.45'	N71°21'36"E	79.40'
C6	16.00'	86°18'28"	24.10'	N65°23'43"W	21.89'
C7	659.50'	3°37'16"	41.68'	N73°15'40"E	41.67'
C8	239.50'	1°02'05"	4.33'	N74°33'16"E	4.32'
C9	44.00'	42°36'25"	32.72'	N52°44'01"E	31.97'
C10	44.00'	31°03'17"	23.85'	N86°27'40"E	23.56'
C11	44.00'	28°18'09"	21.73'	S87°50'14"W	21.51'
C12	44.00'	2°45'08"	2.11'	N72°18'35"E	2.11'
C13	294.50'	4°08'17"	21.27'	N73°00'10"E	21.26'
C14	604.50'	3°28'26"	36.65'	N73°20'05"E	36.65'
C15	16.00'	92°54'32"	25.95'	N47°16'24"E	23.19'
C16	16.00'	5°48'03"	1.62'	S89°10'21"E	1.62'
C17	16.00'	87°06'29"	24.33'	N44°22'23"E	22.05'
C18	677.50'	0°46'04"	9.08'	N2°26'06"E	9.08'
C19	662.50'	4°06'51"	47.57'	N0°08'38"E	47.56'
C20	697.50'	1°57'51"	23.91'	N0°55'52"W	23.91'
C21	715.00'	6°29'55"	81.10'	N1°20'10"E	81.05'
C22	16.00'	94°51'34"	26.49'	N39°04'07"W	23.57'
C23	16.00'	7°45'05"	2.16'	N82°37'22"W	2.16'
C24	16.00'	87°06'29"	24.33'	N35°11'35"W	22.05'
C25	622.50'	53°57'11"	623.85'	N33°57'19"E	601.05'
C26	677.50'	0°45'43"	9.01'	N8°44'31"E	9.01'

LINE TABLE - THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N1°54'47"W	10.00'
L2	N14°55'42"W	7.85'
L3	N89°56'56"W	20.00'
L4	N80°52'38"W	20.00'
L5	N75°04'18"E	65.48'

FINAL MAP OF
AMORUSO RANCH PHASE 1 -
SUBPHASE A1 IN-TRACT

SUBDIVISION NO. PL 21-0184
ALL OF LOTS 12-15, 43-50, 55-60, 67-68, 82-84, 89, 100, A1-A1, A2-B, A4-A, A7 AND A9-C
OF THAT CERTAIN FINAL MAP ENTITLED "AMOROUS RANCH PHASE A1",
SUBDIVISION NO. PL18-0184, BOOK GG OF MAPS, PAGE 49, PLACER COUNTY
RECORDS, A PORTION OF SECTIONS 11 & 14, T. 12N., R. 5E., M.D.B.&M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

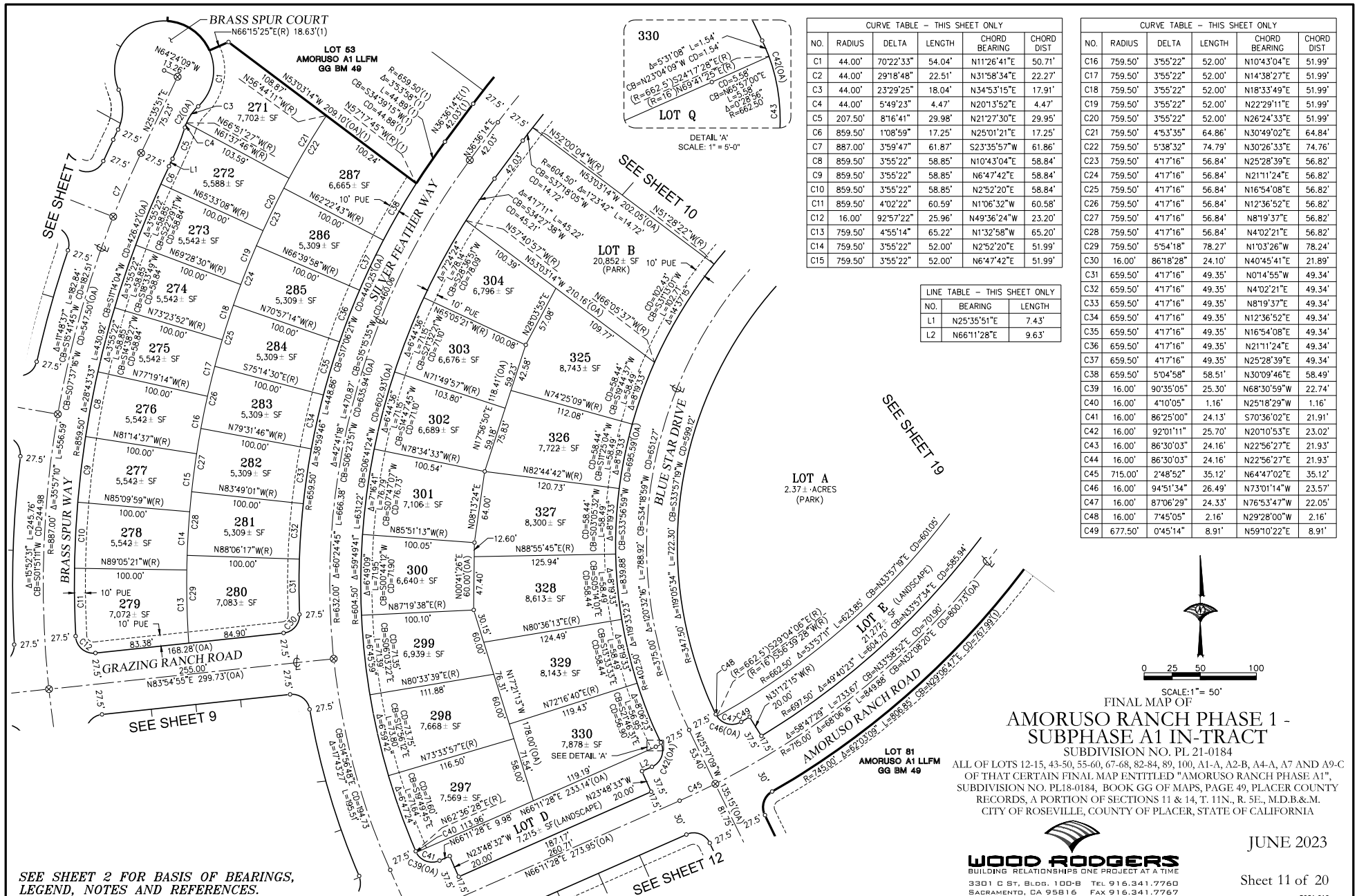
JUNE 2023

Sheet 10 of 20

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

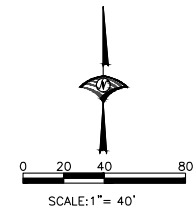
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3651.010



LINE TABLE - THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N82°38'33"E	56.51'
L2	N53°10'39"W	15.73'
L3	N36°49'21"E	10.83'
L4	N87°10'27"W	17.88'

CURVE TABLE - THIS SHEET ONLY				
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING
C1	16.00'	87°51'23"	24.53'	N69°52'50"W
C2	16.00'	86°05'30"	24.04'	N17°05'36"E
C3	277.50'	5°34'27"	27.00'	S28°44'22"E
C4	277.50'	13°18'58"	64.49'	S38°11'05"E
C5	16.00'	81°39'54"	22.81'	N4°00'36"W
C6	146.50'	2°24'20"	6.15'	N38°01'31"E
C7	44.00'	48°11'37"	37.01'	N63°19'29"E
C8	44.00'	7°45'44"	5.96'	N43°06'33"E
C9	44.00'	40°25'53"	31.05'	N67°12'21"E
C10	44.00'	15°32'46"	11.94'	N79°38'55"E
C11	44.00'	54°38'11"	41.96'	N44°33'26"E
C12	44.00'	70°25'00"	54.08'	N17°58'09"W
C13	44.00'	70°18'13"	53.99'	N88°19'46"W
C14	44.00'	38°32'41"	29.60'	N37°14'47"E
C15	44.00'	29°08'34"	22.38'	N32°32'44"E
C16	44.00'	14°36'01"	11.21'	N25°16'27"E
C17	44.00'	14°32'33"	11.17'	N39°50'44"E
C18	201.50'	10°17'40"	36.20'	N41°58'11"E
C19	201.50'	8°15'58"	29.07'	N42°59'02"E
C20	201.50'	2°01'42"	7.13'	N37°50'12"E
C21	16.00'	90°00'00"	25.13'	N81°49'21"E
C22	16.00'	90°00'00"	25.13'	N8°10'39"W
C23	16.00'	90°00'00"	25.13'	N81°49'21"E
C24	272.50'	3°34'43"	17.02'	S51°23'18"E
C25	272.50'	2°09'45"	10.29'	N24°53'24"W
C26	300.00'	18°50'18"	98.64'	N43°45'30"W
C27	300.00'	10°31'50"	55.14'	N29°04'27"W
C28	16.00'	90°00'00"	25.13'	N21°11'28"E
C29	715.00'	68°06'16"	849.88'	N32°08'20"E
C30	715.00'	2°48'52"	35.12'	N64°47'02"E



FINAL MAP OF AMORUSO RANCH PHASE 1 - SUBPHASE A1 IN-TRACT

SUBDIVISION NO. PL 21-0184

ALL OF LOTS 12-15, 43-50, 55-60, 67-68, 82-84, 89, 100, A1-A, A2-B, A4-A, A7 AND A9-C
OF THAT CERTAIN FINAL MAP ENTITLED "AMORUSO RANCH PHASE A1",
SUBDIVISION NO. PL18-0184, BOOK GG OF MAPS, PAGE 49, PLACER COUNTY
RECORDS, A PORTION OF SECTIONS 11 & 14, T. 11N., R. 5E., M.D.B.&M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA



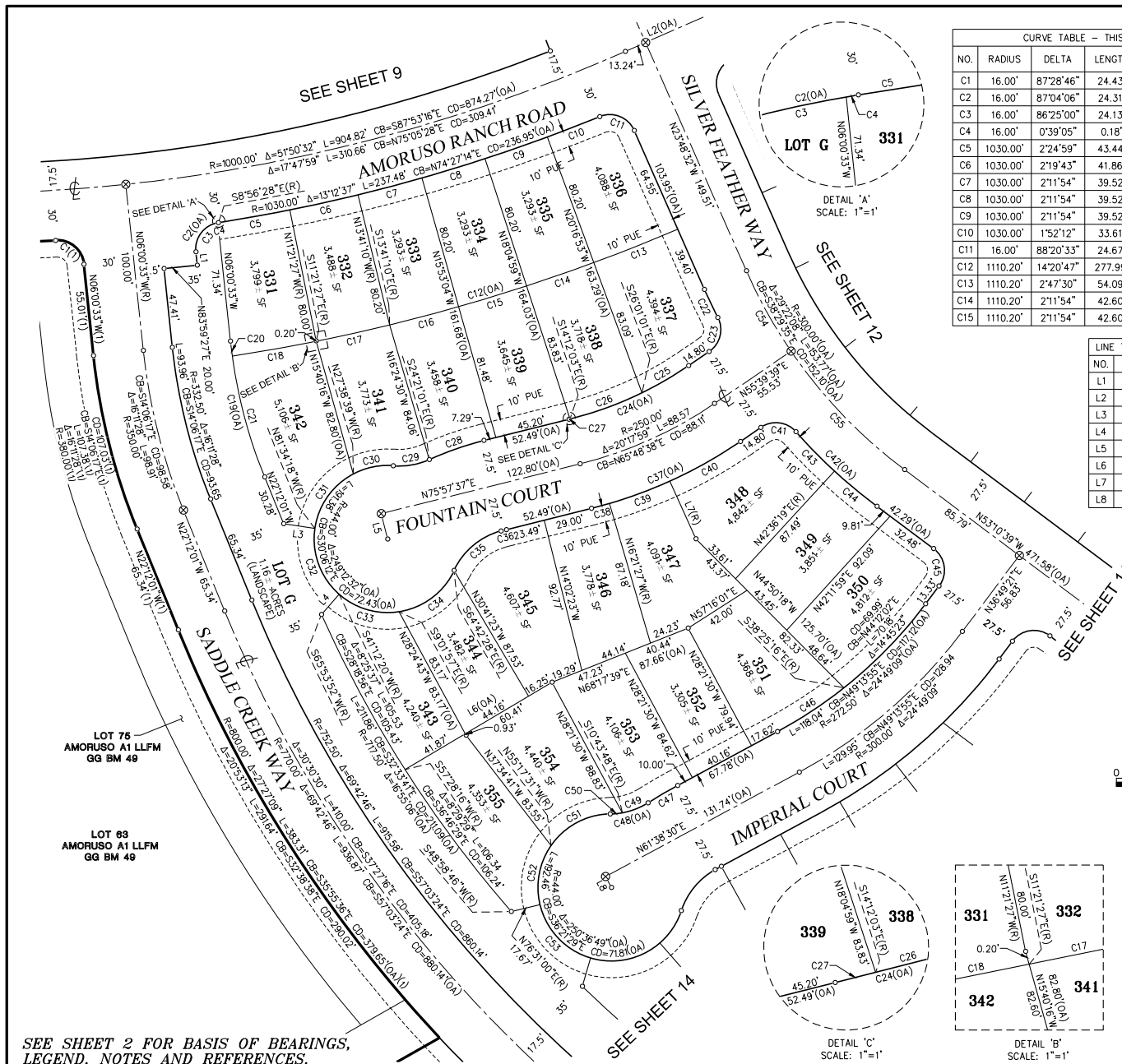
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SACRAMENTO, CA 95816 FAX 916.341.7767

JUNE 2023

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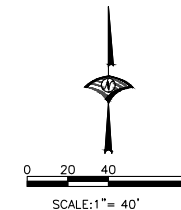
SEE SHEET 2 FOR BASIS OF BEARINGS,
LEGEND, NOTES AND REFERENCES.



CURVE TABLE - THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST.
C1	16.00'	87°28'46"	24.43'	N49°44'56"W	22.02'
C2	16.00'	87°04'06"	24.31'	N37°31'30"E	22.14'
C3	16.00'	86°25'00"	24.13'	N31°17'51"E	21.91'
C4	16.00'	0°39'05"	0.18'	N80°44'00"E	0.18'
C5	1030.00'	2°24'59"	43.44'	N79°51'03"E	43.44'
C6	1030.00'	2°19'43"	41.86'	N77°28'42"E	41.86'
C7	1030.00'	2°11'54"	39.52'	N75°12'53"E	39.52'
C8	1030.00'	2°11'54"	39.52'	N73°00'59"E	39.52'
C9	1030.00'	2°11'54"	39.52'	N70°49'04"E	39.52'
C10	1030.00'	1°52'12"	33.61'	N68°47'01"E	33.61'
C11	16.00'	88°20'33"	24.67'	N67°58'48"W	22.72'
C12	110.20'	14°20'47"	277.99'	N74°06'01"E	277.30'
C13	110.20'	2°47'30"	54.09'	N68°19'22"E	54.09'
C14	110.20'	2°11'54"	42.60'	N70°49'04"E	42.60'
C15	110.20'	2°11'54"	42.60'	N73°00'59"E	42.60'

LINE TABLE - THIS SHEET ONL		
NO.	BEARING	LENGTH
L1	N6°00'33"W	7.96'
L2	N66°11'28"E	273.95'
L3	N81°35'17"W	18.82'
L4	N41°10'54"E	16.02'
L5	N14°02'23"W	15.75'
L6	N59°18'37"E	102.28'
L7	N24°19'33"W	38.00'
L8	N28°21'30"W	7.49'

CURVE TABLE – THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST.
C16	1110.20"	21°15'4"	42.60'	N75°12'53"E	42.60'
C17	1100.20"	21°9'40"	45.10'	N77°28'40"E	45.10'
C18	1110.20"	23°37'54"	50.99'	N79°57'27"E	50.99'
C19	297.50'	16°11'28"	84.07'	N14°06'17"W	83.79'
C20	297.50'	1°43'27"	8.95'	N6°52'17"W	8.95'
C21	297.50'	14°28'01"	75.12'	N14°58'01"W	74.92'
C22	327.50'	3°15'19"	18.61'	N25°26'11"W	18.60'
C23	16.00'	82°43'29"	23.10'	N14°17'54"E	21.15'
C24	222.50'	20°17'59"	78.83'	N65°48'38"E	78.42'
C25	222.50'	8°19'21"	32.32'	N59°49'19"E	32.29'
C26	222.50'	11°48'58"	45.89'	N69°53'28"E	45.80'
C27	222.50'	0°09'40"	0.63'	N75°52'47"E	0.63'
C28	192.50'	10°18'38"	34.64'	N70°48'18"E	34.59'
C29	44.00'	28°51'05"	22.16'	N80°04'32"E	21.92'
C30	44.00'	32°08'43"	22.69'	N78°25'42"E	24.36'
C31	44.00'	53°55'39"	41.41'	N35°23'31"E	39.90'
C32	44.00'	57°31'22"	33.94'	N20°10'59"W	42.14'
C33	44.00'	50°14'17"	38.58'	N73°54'49"W	37.36'
C34	44.00'	55°40'31"	42.76'	N53°07'47"E	41.09'
C35	44.00'	49°17'32"	37.85'	N49°56'18"E	36.70'
C36	137.50'	1°22'33"	3.30'	N75°16'21"E	3.30'
C37	277.50'	20°17'59"	98.32'	N65°48'38"E	97.80'
C38	277.50'	21°9'04"	11.23'	N74°48'05"E	11.23'
C39	277.50'	7°58'06"	38.59'	N69°39'30"	38.56'
C40	277.50'	10°00'48"	48.50'	N60°40'03"E	48.44'
C41	16.00'	82°43'29"	23.10'	N82°58'37"W	21.15'
C42	327.50'	11°33'47"	66.09'	N47°23'46"W	65.98'
C43	327.50'	5°46'48"	33.04'	N44°30'17"W	33.02'
C44	327.50'	5°46'59"	33.06'	N50°17'10"W	33.04'
C45	16.00'	90°00'00"	25.13'	N87°0'39"W	22.63'
C46	272.50'	10°03'46"	47.86'	N56°36'37"E	47.80'
C47	303.50'	3°53'29"	20.61'	N59°41'45"E	20.61'
C48	44.00'	31°11'54"	23.96'	N73°20'58"E	23.66'
C49	44.00'	21°31'11"	16.53'	N68°30'36"E	16.43'
C50	44.00'	9°40'43"	7.43'	N84°06'33"E	7.42'
C51	44.00'	54°14'26"	41.65'	N61°49'42"E	40.12'
C52	44.00'	48°11'29"	37.01'	N10°36'44"E	35.93'
C53	44.00'	60°00'00"	46.08'	N43°29'00"W	44.00'
C54	300.00'	10°31'50"	55.14'	S29°04'27"E	55.06'
C55	300.00'	18°50'18"	98.64'	S43°45'30"E	98.19'



FINAL MAP OF AMORUSO RANCH PHASE 1 - SUBPHASE A1 IN-TRACT

SUBDIVISION NO. PL 21-0184
ALL OF LOTS 12-15, 43-50, 55-60, 67-68, 82-84, 89, 100, A1-A, A2-B, A4-A, A7 AND A9-C
OF THAT CERTAIN FINAL MAP ENTITLED "AMOROUSO RANCH PHASE A1",
SUBDIVISION NO. PL18-0184, BOOK GG OF MAPS, PAGE 49, PLACER COUNTY
RECORDS, A PORTION OF SECTIONS 11 & 14, T. 11N., R. 5E., M.D.B.&M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

JUNE 2023

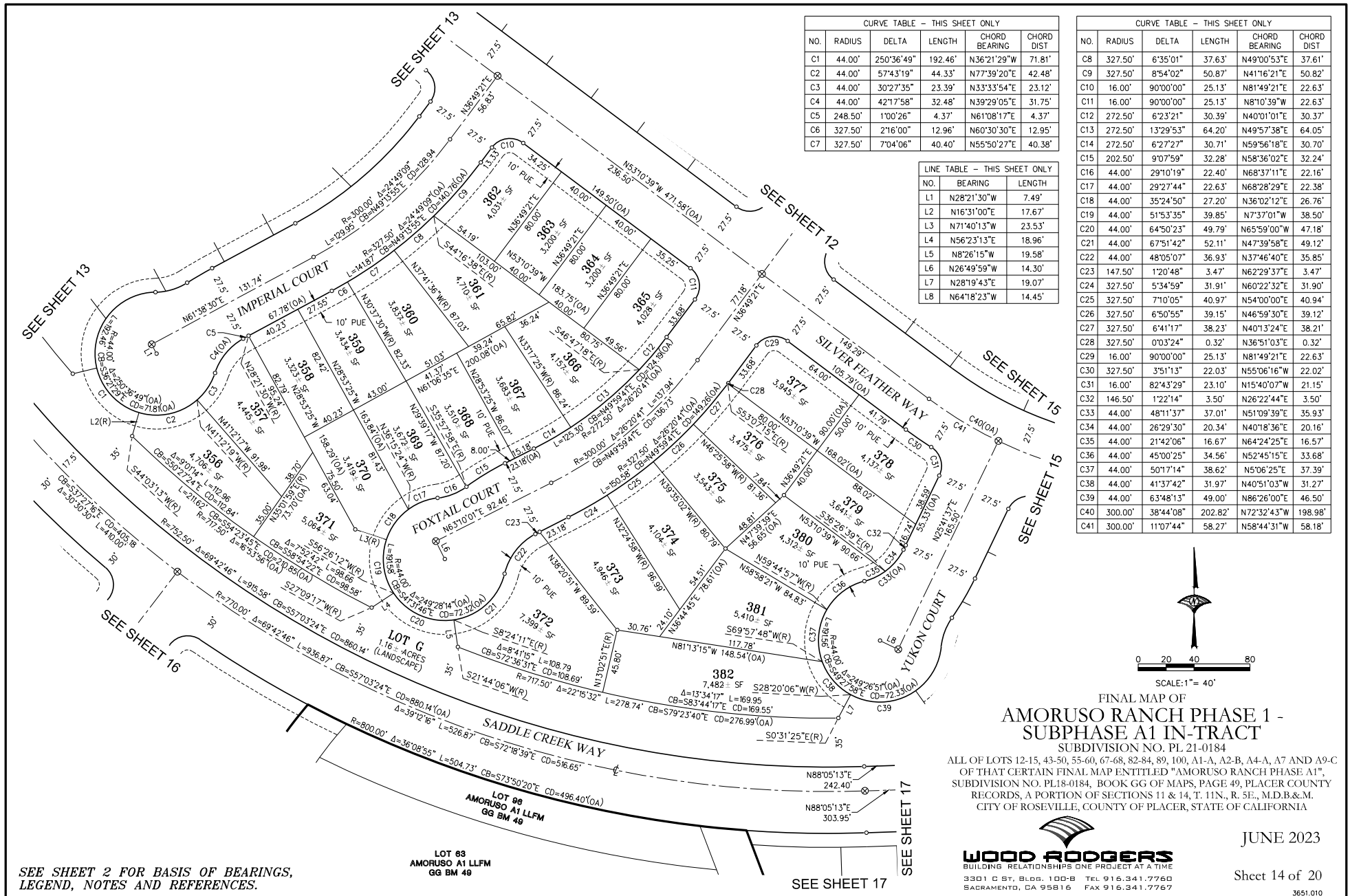
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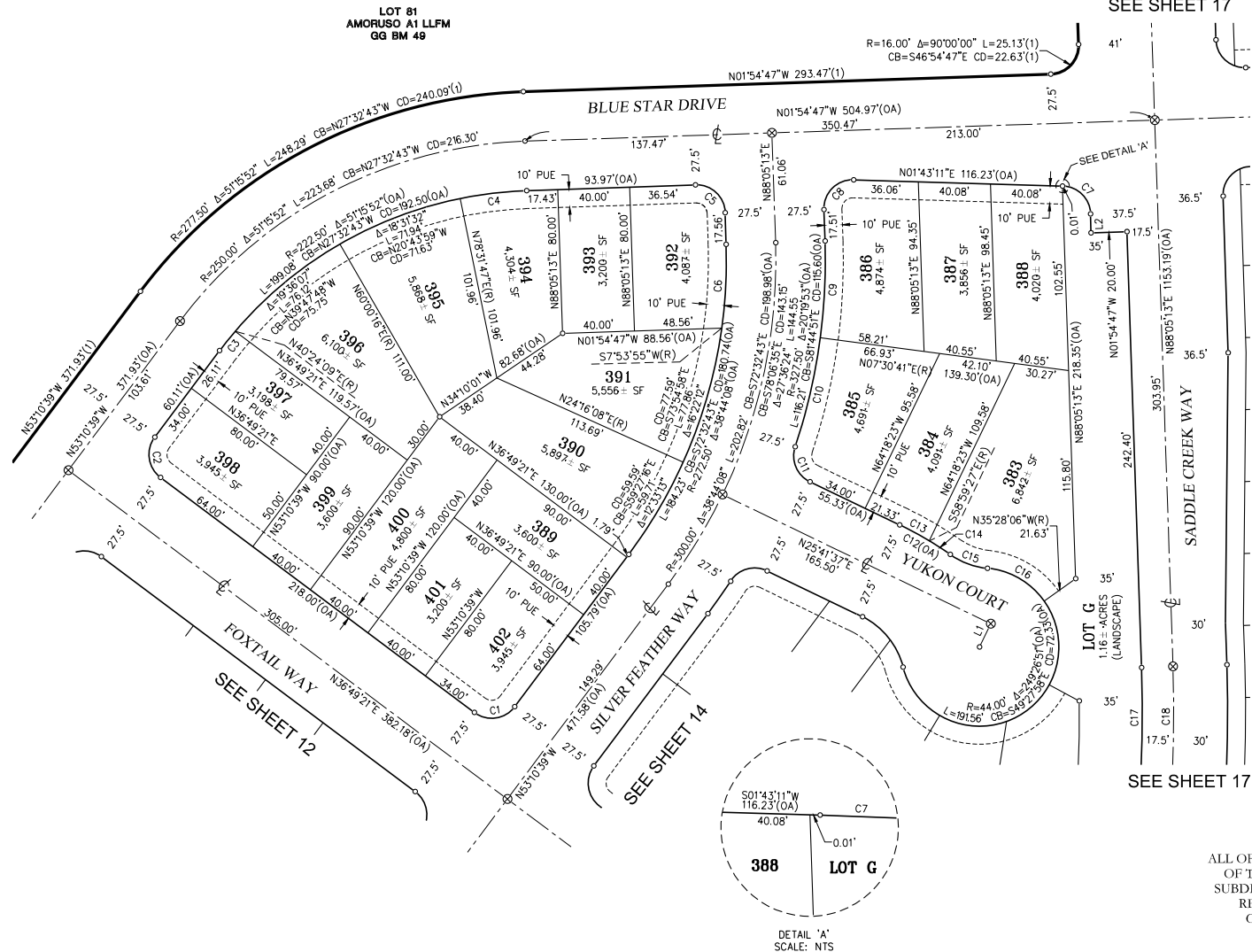
SEE SHEET 2 FOR BASIS OF BEARINGS,
LEGEND, NOTES AND REFERENCES.



CURVE TABLE - THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	44.00'	250°36'49"	192.46'	N36°21'29"W	71.81'
C2	44.00'	57°43'19"	44.33'	N77°39'20"E	42.48'
C3	44.00'	30°27'35"	23.39'	N33°33'54"E	23.12'
C4	44.00'	42°17'58"	32.48'	N39°29'05"E	31.75'
C5	248.50'	1°00'26"	4.37'	N61°08'17"E	4.37'
C6	327.50'	2°16'00"	12.96'	N60°30'30"E	12.95'
C7	327.50'	7°04'06"	40.40'	N55°50'27"E	40.38'

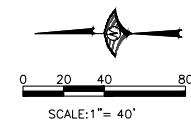
LINE TABLE - THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N28°21'30"W	7.49'
L2	N16°31'00"E	17.67'
L3	N71°40'13"W	23.53'
L4	N56°23'13"E	18.96'
L5	N8°26'15"W	19.58'
L6	N26°49'59"W	14.30'
L7	N28°19'43"E	19.07'
L8	N64°18'23"W	14.45'

CURVE TABLE - THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C8	327.50'	6°35'01"	37.63'	N49°00'53"E	37.61'
C9	327.50'	8°54'02"	50.87'	N41°16'21"E	50.82'
C10	16.00'	90°00'00"	25.13'	N81°49'21"E	22.63'
C11	16.00'	90°00'00"	25.13'	N81°0'39"W	22.63'
C12	272.50'	6°23'21"	30.39'	N40°01'01"E	30.37'
C13	272.50'	13°29'53"	64.20'	N49°57'38"E	64.05'
C14	272.50'	6°27'27"	30.71'	N59°56'18"E	30.70'
C15	202.50'	9°07'59"	32.28'	N58°36'02"E	32.24'
C16	44.00'	29°10'19"	22.40'	N68°37'11"E	22.16'
C17	44.00'	29°27'44"	22.63'	N68°28'29"E	22.38'
C18	44.00'	35°24'50"	27.20'	N36°02'12"E	26.76'
C19	44.00'	51°53'35"	39.85'	N7°37'01"W	38.50'
C20	44.00'	64°50'23"	49.79'	N65°59'00"W	47.18'
C21	44.00'	67°51'42"	52.11'	N47°39'58"E	49.12'
C22	44.00'	48°05'07"	36.93'	N37°46'40"E	35.85'
C23	147.50'	1°20'48"	3.47'	N62°29'37"E	3.47'
C24	327.50'	5°34'59"	31.91'	N60°22'32"E	31.90'
C25	327.50'	7°10'05"	40.97'	N54°00'00"E	40.94'
C26	327.50'	6°50'55"	39.15'	N46°59'30"E	39.12'
C27	327.50'	6°41'17"	38.23'	N40°13'24"E	38.21'
C28	327.50'	0°03'24"	0.32'	N36°51'03"E	0.32'
C29	16.00'	90°00'00"	25.13'	N81°49'21"E	22.63'
C30	327.50'	3°51'13"	22.03'	N55°06'16"W	22.02'
C31	16.00'	82°43'29"	23.10'	N15°40'07"W	21.15'
C32	146.50'	1°22'14"	3.50'	N26°22'44"E	3.50'
C33	44.00'	48°11'37"	37.01'	N51°09'39"E	35.93'
C34	44.00'	26°29'30"	20.34'	N40°18'36"E	20.16'
C35	44.00'	21°42'06"	16.67'	N64°24'25"E	16.57'
C36	44.00'	45°00'25"	34.56'	N52°45'15"E	33.68'
C37	44.00'	50°17'14"	38.62'	N5°06'25"E	37.39'
C38	44.00'	41°37'42"	31.97'	N40°51'03"W	31.27'
C39	44.00'	63°48'13"	49.00'	N86°26'00"E	46.50'
C40	300.00'	38°44'08"	202.82'	N72°32'43"W	198.98'
C41	300.00'	11°07'44"	58.27'	N58°44'31"W	58.18'



CURVE TABLE - THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	16.00'	90°00'00"	25.13'	N8°10'39"W	22.63'
C2	16.00'	90°00'00"	25.13'	N81°49'21"E	22.63'
C3	222.50'	3°34'48"	13.90'	N51°23'15"W	13.90'
C4	222.50'	9°33'25"	37.11'	N6°41'30"W	37.07'
C5	16.00'	90°00'00"	25.13'	N43°05'13"E	22.63'
C6	272.50'	9°48'43"	46.67'	S87°00'24"E	46.61'
C7	16.00'	86°22'01"	24.12'	N4°45'12"E	21.90'
C8	16.00'	93°37'59"	26.15'	N45°05'48"W	23.33'
C9	327.50'	9°25'28"	53.87'	N8°17'03"W	53.81'
C10	327.50'	10°54'25"	62.34'	N77°02'07"W	62.25'
C11	16.00'	82°43'29"	23.10'	N67°03'21"E	21.15'
C12	201.50'	9°15'34"	32.56'	N30°19'24"E	32.53'
C13	201.50'	5°18'56"	18.69'	N28°21'05"E	18.69'
C14	201.50'	3°56'38"	13.87'	N32°58'52"E	13.87'
C15	44.00'	29°08'34"	22.38'	N20°22'54"E	22.14'
C16	44.00'	48°43'17"	37.42'	N30°10'15"E	36.30'
C17	752.50'	69°42'46"	915.58'	S57°03'24"E	860.14'
C18	770.00'	39°12'16"	526.87'	S72°18'39"E	516.65'

LINE TABLE - THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N64°18'23"W	14.45'
L2	N88°05'13"E	10.63'



FINAL MAP OF
AMORUSO RANCH PHASE 1 -
SUBPHASE A1 IN-TRACT

SUBDIVISION NO. PL 21-0184

ALL OF LOTS 12-15, 43-50, 55-60, 67-68, 82-84, 89, 100, A1-A, A2-B, A4-A, A7 AND A9-C, OF THAT CERTAIN FINAL MAP ENTITLED "AMORUSO RANCH PHASE A1", SUBDIVISION NO. PL18-0184, BOOK GG OF MAPS, PAGE 49, PLACER COUNTY RECORDS, A PORTION OF SECTIONS 11 & 14, T. 11N., R. 5E., M.D.B.&M. CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

JUNE 2023

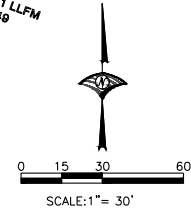
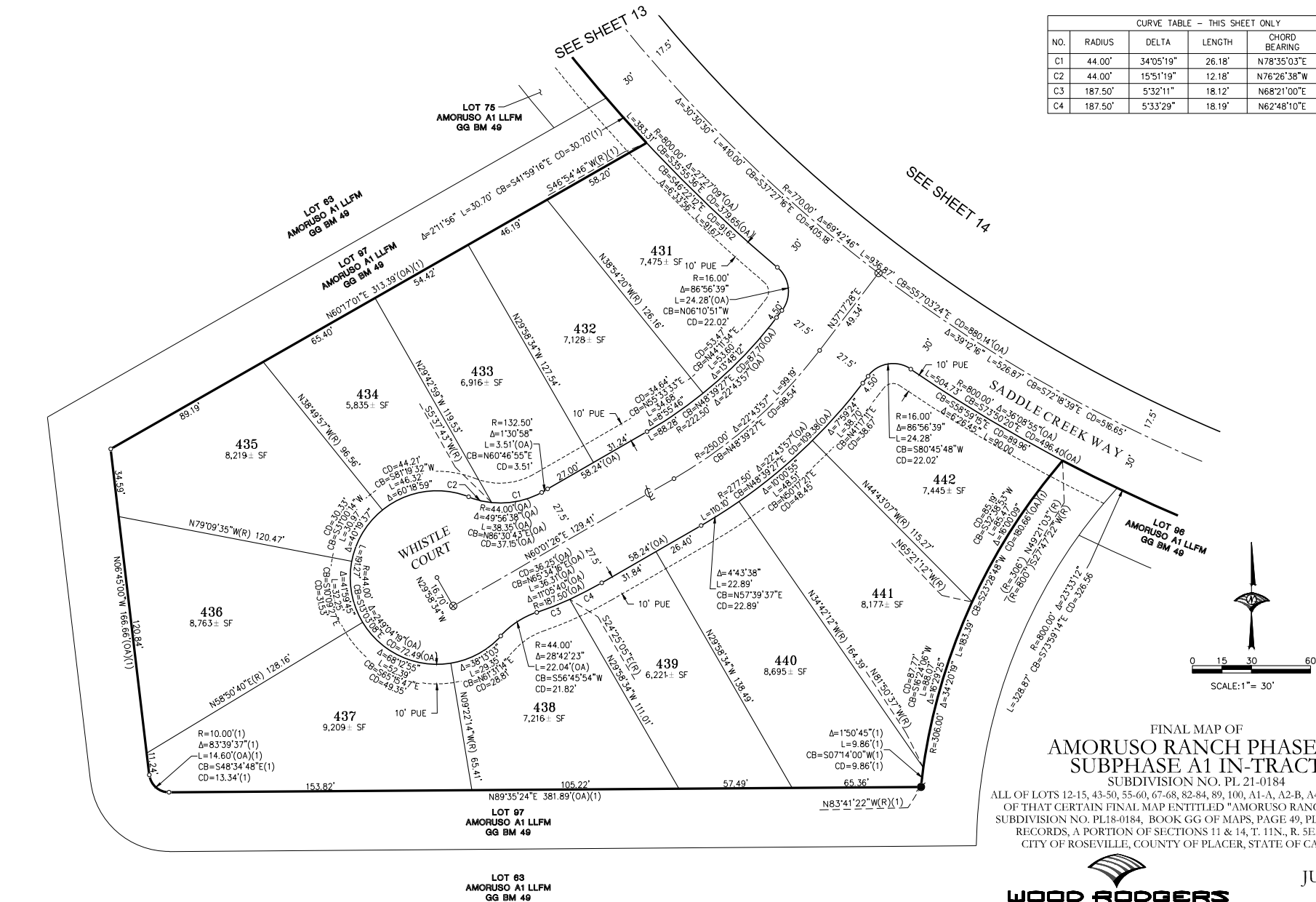
Sheet 15 of 20

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SEE SHEET 2 FOR BASIS OF BEARINGS,
LEGEND, NOTES AND REFERENCES.

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SACRAMENTO, CA 95816 FAX 916.341.7767

CURVE TABLE - THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	44.00'	34°05'19"	26.18'	N78°35'03"E	25.79'
C2	44.00'	15°51'19"	12.18'	N76°26'38"W	12.14'
C3	187.50'	5°32'11"	18.12'	N68°21'00"E	18.11'
C4	187.50'	5°33'29"	18.19'	N62°48'10"E	18.18'



FINAL MAP OF AMORUSO RANCH PHASE 1 - SUBPHASE A1 IN-TRACT

SUBDIVISION NO. PL 21-0184

ALL OF LOTS 12-15, 43-50, 55-60, 67-68, 82-84, 89, 100, A1-A, A2-B, A4-A, A7 AND A9-C
OF THAT CERTAIN FINAL MAP ENTITLED "AMORUSO RANCH PHASE A1",
SUBDIVISION NO. PL18-0184, BOOK GG OF MAPS, PAGE 49, PLACER COUNTY
RECORDS, A PORTION OF SECTIONS 11 & 14, T. 11N., R. 5E., M.D.B.&M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

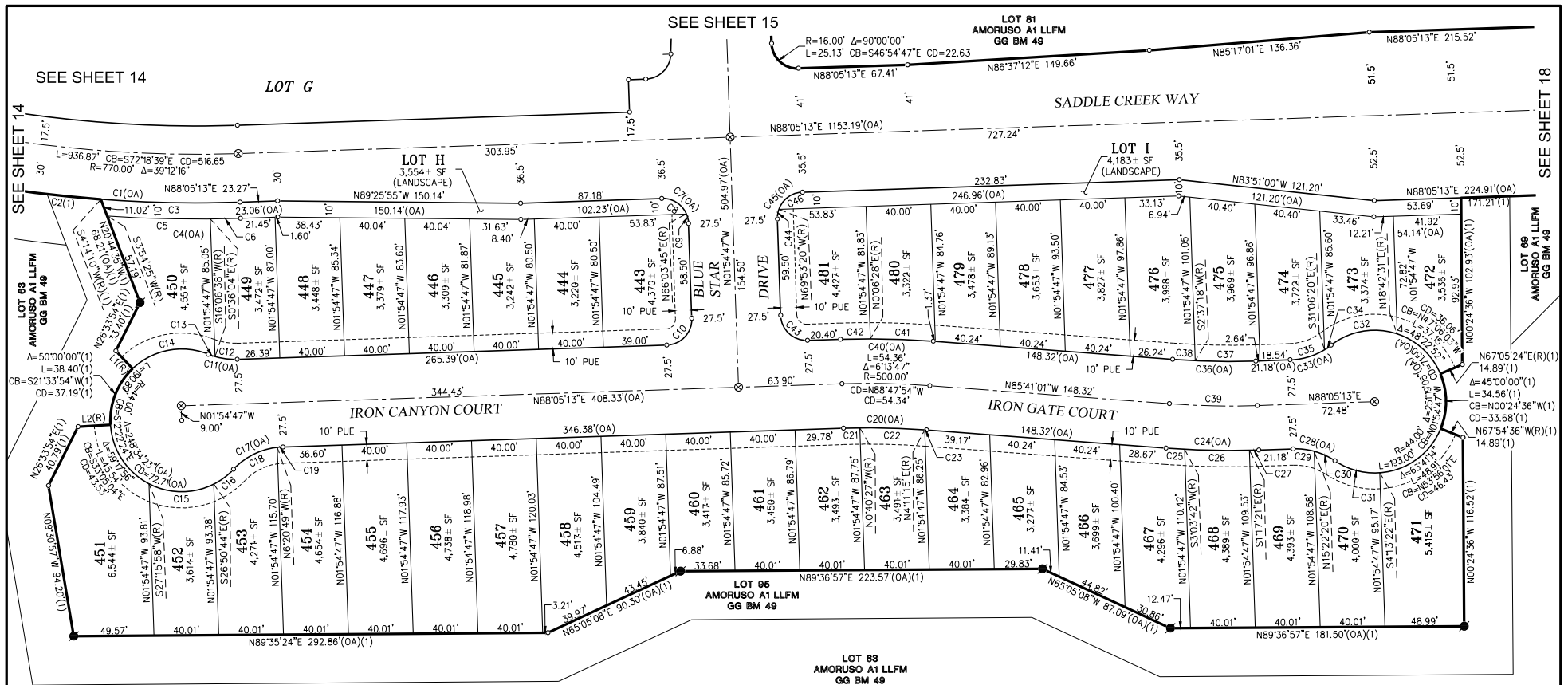


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SACRAMENTO, CA 95816 FAX 916.341.7767

JUNE 2023

Sheet 16 of 20

3651.010



CURVE TABLE - THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIS.
C1	800.00'	36°08'55"	504.73'	S73°50'20"E	496.40'
C2	800.00'	23°35'12"	328.87'	S73°59'14"E	326.56'
C3	800.00'	68°08'58"	85.86'	S88°50'19"	85.82'
C4	810.00'	54°91'13"	82.28'	S89°01'11"E	82.25'
C5	810.00'	43°30'30"	63.73'	N88°20'50"W	63.72'
C6	810.00'	11°04'43"	18.55'	N88°44'34"E	18.55'
C7	16.00'	9°00'00"	25.13'	N46°54'47"E	22.63'
C8	16.00'	67°58'32"	18.98'	N57°55'31"W	17.89'
C9	16.00'	22°01'28"	6.15'	N12°55'31"E	6.11'
C10	16.00'	90°00'00"	25.13'	N43°05'13"E	22.63'
C11	44.00'	23°49'35"	18.30'	N80°00'00"W	18.21'
C12	44.00'	18°01'26"	13.84'	N82°04'05"W	13.78'
C13	44.00'	54°08'59"	5.46'	N70°59'17"E	4.45'
C14	44.00'	65°20'53"	40.18'	N79°14'21"E	47.51'

CURVE TABLE - THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C16	44.00'	19'48"52"	15.22'	N53°14'50"E	15.15'
C17	44.00'	44'44"48"	34.36'	N65°42'54"W	33.50'
C18	44.00'	40'18"46"	30.96'	N63°29'48"E	30.32'
C19	44.00'	4'26"02"	3.40'	N85°52'12"E	3.40'
C20	472.50'	6'13'47"	51.37'	N88°47'54"W	51.35'
C21	472.50'	11'14"20"	10.22'	N88°42'23"E	10.22'
C22	472.50'	4'51'43"	40.09'	N88°41'36"W	40.08'
C23	472.50'	0'07"44"	1.06'	N85°44'53"W	1.06'
C24	527.50'	6'13'47"	57.35'	N88°47'54"W	57.33'
C25	527.50'	15'17"17"	11.55'	N86°18'39"W	11.55'
C26	527.50'	4'21'03"	40.06'	N89°06'49"W	40.05'
C27	527.50'	0'37'26"	5.75'	N88°23'56"E	5.75'
C28	44.00'	35'33'39"	27.38'	N74°05'10"E	26.94'
C29	44.00'	17'17"07"	13.27'	N83°16'14"W	13.22'
C30	44.00'	18'22'25"	14.11'	N65°26'27"W	14.05'
C31	44.00'	37'58"07"	29.16'	N75°14'18"W	28.63'

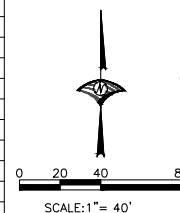
CURVE TABLE - THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C32	44.00'	56°16'52"	43.22'	N80°34°06"E	41.50'
C33	44.00'	35°39'33"	27.38'	N70°15'26"E	26.94'
C34	44.00'	6°28'00"	4.97'	N55°39'42"E	4.96'
C35	44.00'	29°13'33"	22.42'	N73°29'26"E	22.18'
C36	472.50'	6°13'47"	51.37'	N88°47°54"W	51.35'
C37	472.50'	43°20'35"	37.40'	N89°38°45"W	37.39'
C38	472.50'	1°41'41"	13.98'	N86°31'52"W	13.98'
C39	500.00'	6°13'47"	54.36'	N88°47°54"W	54.34'
C40	527.50'	6°13'47"	57.35'	N88°47°54"W	57.33'
C41	527.50'	41°42'31"	38.75'	N87°47°16"W	38.74'
C42	527.50'	2°01'16"	18.61'	N89°05'50"E	18.61'
C43	16.00'	90°00'00"	25.13'	N46°54°47"W	22.63'
C44	16.00'	22°01'28"	6.11'	N90°55°56"E	6.11'
C45	16.00'	90°00'00"	25.13'	N43°05'13"E	22.63'
C46	16.00'	6°75'32"	18.98'	N54°05'56"E	17.89'

LINE TABLE - THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N43°26'06"W	15.02'
L2	N86°33'54"E	20.04'

FINAL MAP OF
AMORUSO RANCH PHASE 1 -
SUBPHASE A1 IN-TRACT

SUBDIVISION NO. PL 21-0184

ALL OF LOTS 12-15, 43-50, 55-60, 67-68, 82-84, 89, 100, A1-A, A2-B, A4-A, A7 AND A9-C OF THAT CERTAIN FINAL MAP ENTITLED "AMORUSO RANCH PHASE A1", SUBDIVISION NO. PL18-0184, BOOK GG OF MAPS, PAGE 49, PLACER COUNTY RECORDS, A PORTION OF SECTIONS 11 & 14, T. 11N., R. 5E., M.D.B.&M. CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA



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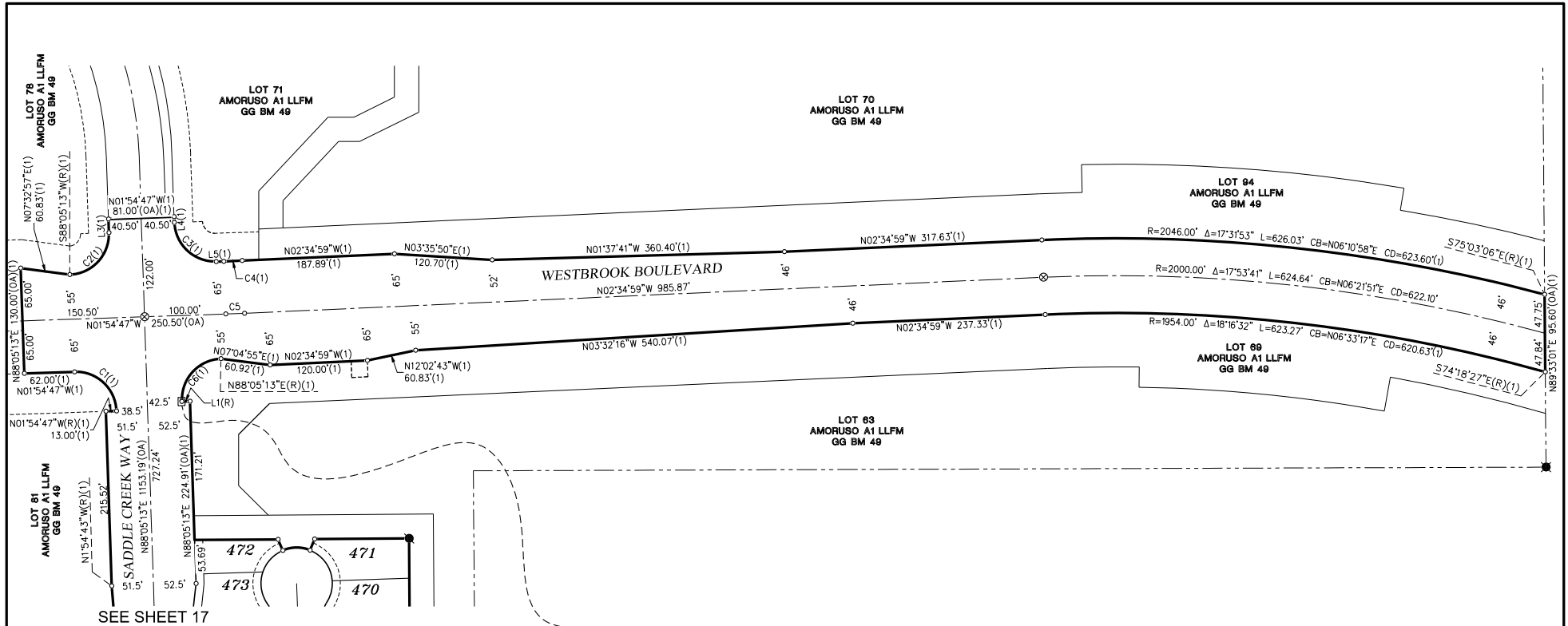
3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

JUNE 2023

Sheet 17 of 20

3651.010

SEE SHEET 2 FOR BASIS OF BEARINGS,
LEGEND, NOTES AND REFERENCES.



LINE TABLE - THIS SHEET ONLY

NO.	BEARING	LENGTH
L1	N1°54'47"W	10.00'
L2	N88°05'13"E	1.00'
L3	N88°05'13"E	17.00'
L4	N88°05'13"E	7.00'
L5	N1°54'47"W	9.50'

CURVE TABLE - THIS SHEET ONLY

NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	50.00'	90°00'00"	78.54'	N43°05'13"E	70.71'
C2	50.00'	90°00'00"	78.54'	N46°54'47"W	70.71'
C3	50.00'	90°00'00"	78.54'	N43°05'13"E	70.71'
C4	1935.00'	0°40'11"	22.62'	N21°4'53"W	22.62'
C5	2000.00'	0°40'11"	23.38'	N21°4'53"W	23.38'
C6	50.00'	90°00'00"	78.54'	N46°54'47"W	70.71'



0 40 80 160

SCALE: 1" = 80'

FINAL MAP OF AMORUSO RANCH PHASE 1 - SUBPHASE A1 IN-TRACT

SUBDIVISION NO. PL 21-0184

ALL OF LOTS 12-15, 43-50, 55-60, 67-68, 82-84, 89, 100, A1-A, A2-B, A4-A, A7 AND A9-C
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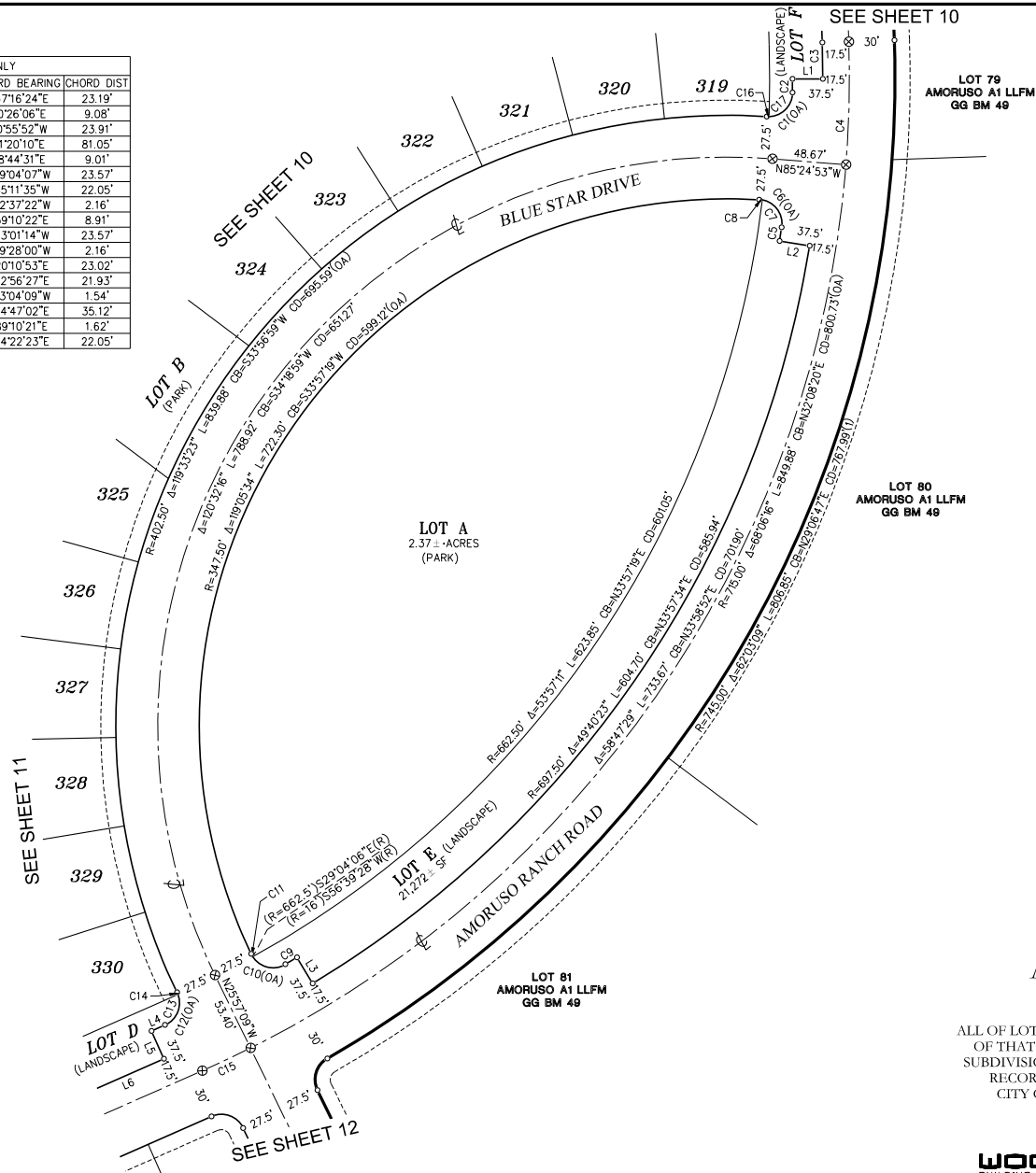
Sheet 18 of 20

3651.010

SEE SHEET 2 FOR BASIS OF BEARINGS,
LEGEND, NOTES AND REFERENCES.

CURVE TABLE - THIS SHEET ONLY				
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING
C1	16.00'	92°54'32"	25.95'	N47°16'24"E
C2	677.50'	0°46'04"	9.08'	N0°26'06"E
C3	697.50'	1°57'51"	23.91'	N0°55'52"W
C4	715.00'	6°29'55"	81.10'	N1°20'10"E
C5	677.50'	0°45'43"	9.01'	N8°44'31"E
C6	16.00'	94°51'34"	26.49'	N39°04'07"W
C7	16.00'	87°06'29"	24.33'	N35°11'35"W
C8	16.00'	7°45'05"	2.16'	N82°37'22"W
C9	677.50'	0°45'14"	8.91'	N59°10'22"E
C10	16.00'	94°51'34"	26.49'	N73°01'14"W
C11	16.00'	7°45'05"	2.16'	N29°28'00"W
C12	16.00'	92°01'11"	25.70'	N20°10'53"E
C13	16.00'	86°30'03"	24.16'	N22°56'27"E
C14	16.00'	5°31'08"	1.54'	N23°04'09"W
C15	715.00'	2°48'52"	35.12'	N64°47'02"E
C16	16.00'	5°48'03"	1.62'	S89°10'21"E
C17	16.00'	87°06'29"	24.33'	N44°22'23"E

LINE TABLE - THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N89°56'56"W	20.00'
L2	N80°52'38"W	20.00'
L3	N31°12'15"W	20.00'
L4	N66°11'28"E	9.63'
L5	N23°48'33"W	20.00'
L6	N66°11'28"E	187.17'



SEE SHEET 2 FOR BASIS OF BEARINGS,
LEGEND, NOTES AND REFERENCES.

FINAL MAP OF
AMORUSO RANCH PHASE 1 -
SUBPHASE A1 IN-TRACT

SUBDIVISION NO. PL 21-0184

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CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

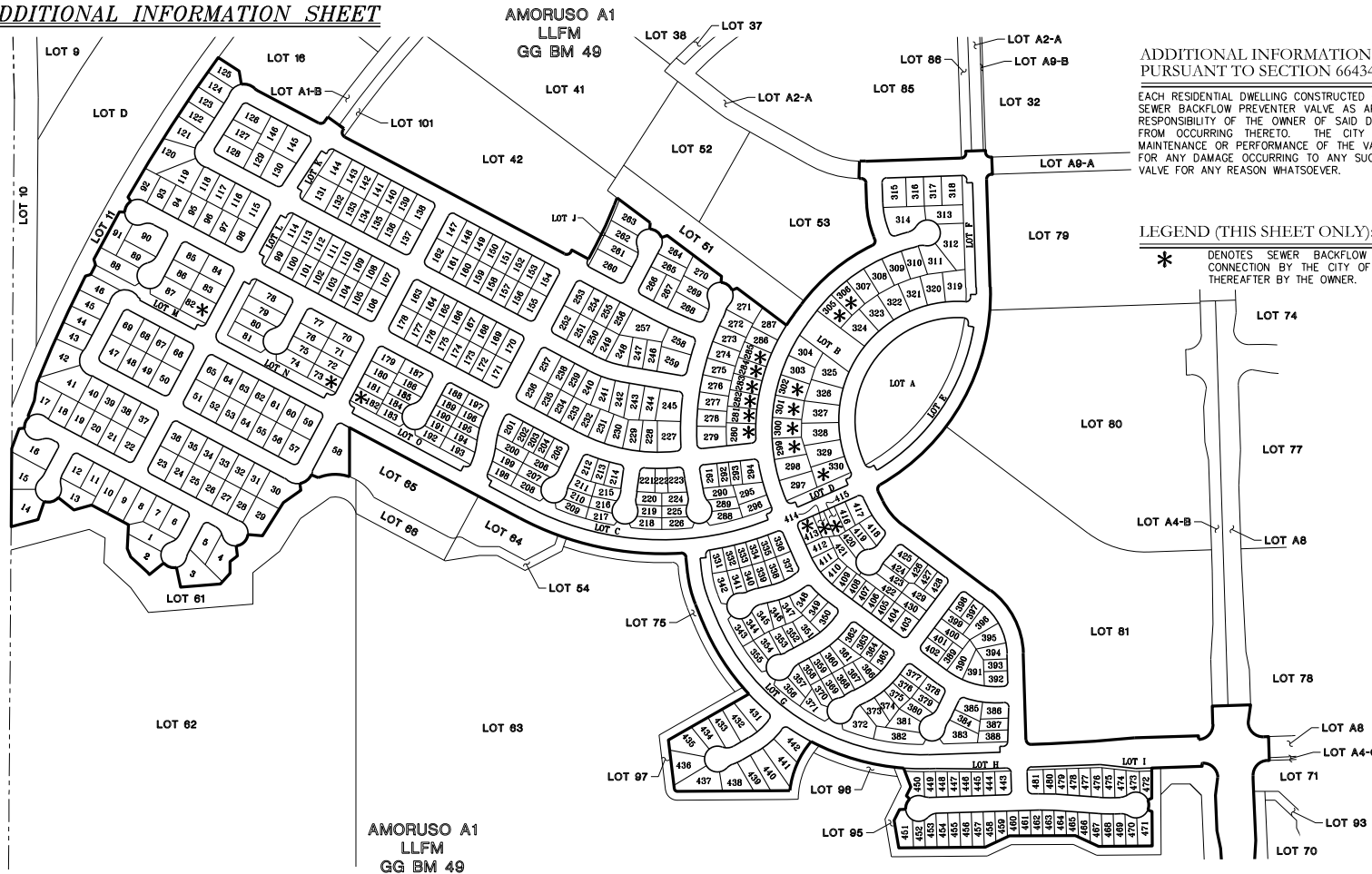


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JUNE 2023

Sheet 19 of 20

3651.010

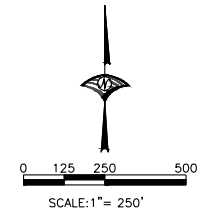
ADDITIONAL INFORMATION SHEET

ADDITIONAL INFORMATION FOR INFORMATIONAL PURPOSE ONLY
PURSUANT TO SECTION 66434.2 OF THE GOVERNMENT CODE.

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER VALVE AS APPROVED BY THE CITY OF ROSEVILLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING, OR ITS CONTENTS DUE TO FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND (THIS SHEET ONLY):

* DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.



FINAL MAP OF
**AMORUSO RANCH PHASE 1 -
SUBPHASE A1 IN-TRACT**
SUBDIVISION NO. PL 21-0184

ALL OF LOTS 12-15, 43-50, 55-60, 67-68, 82-84, 89, 100, A1-A, A2-B, A4-A, A7 AND A9-C
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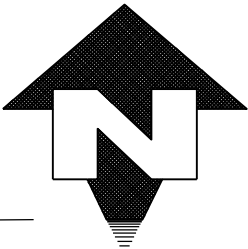
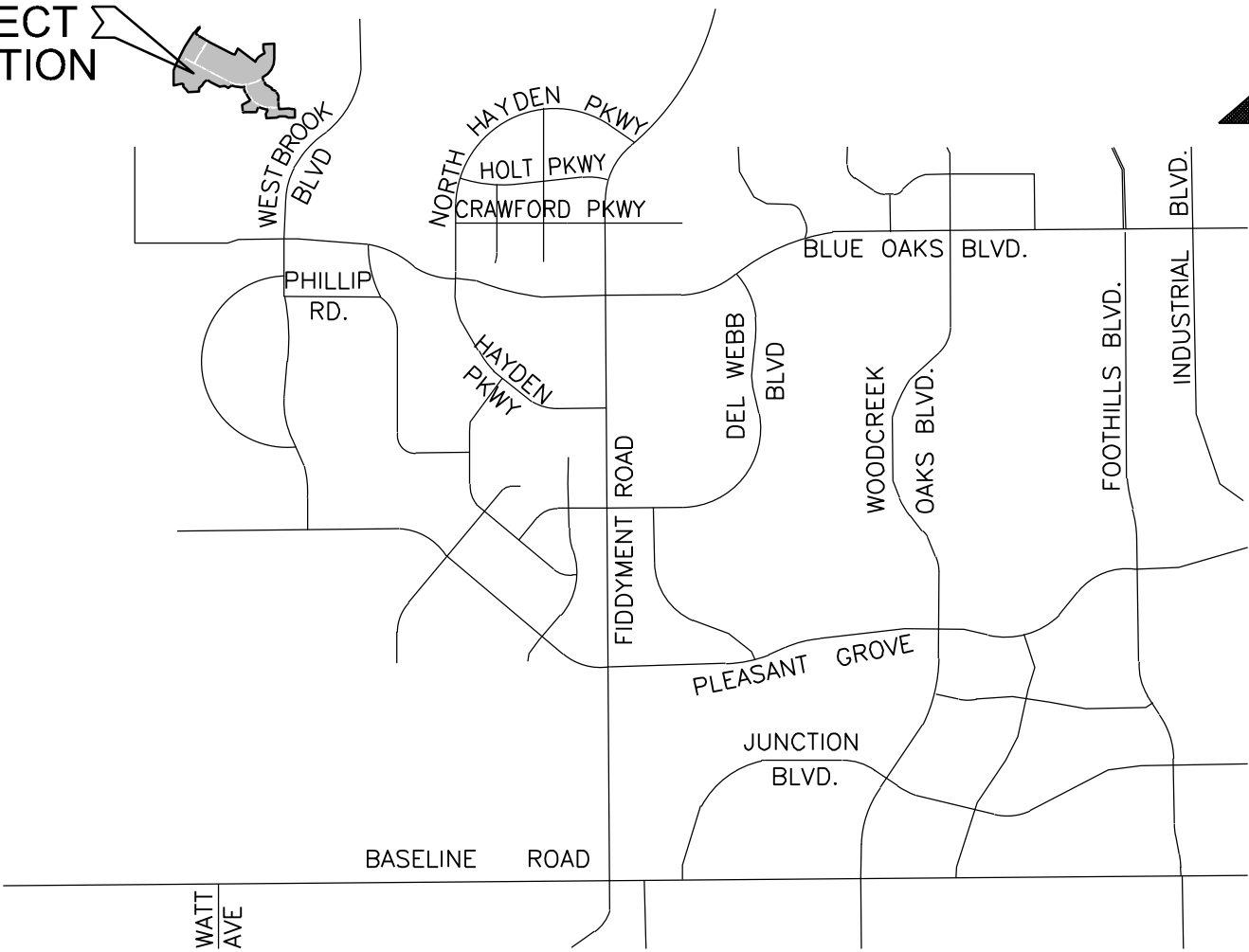
Sheet 20 of 20

SEE SHEET 2 FOR BASIS OF BEARINGS,
LEGEND, NOTES AND REFERENCES.

3651.010

VICINITY MAP

PROJECT
LOCATION



NOT TO SCALE

RESOLUTION NO. 23-269

APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF
ROSEVILLE AND BROOKFIELD SACRAMENTO HOLDINGS, LLC, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement, by and between the City of Roseville and
Brookfield Sacramento Holdings, LLC, for the Amoruso Ranch Phase 1 – Subphase A1 In-Tract
Subdivision, 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.

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, PLEASE RETURN TO:**

**City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678**

Exempt from recording fees
Pursuant to Govt. Code §27383

SUBDIVISION AGREEMENT

Amoruso Ranch Phase 1 - Subphase A1 In-Tract
SUBDIVISION

THIS AGREEMENT, made and entered into this ____ day of _____,
20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and
Brookfield Sacramento Holdings, LLC

Delaware Limited Liability Company
a _____ ("SUBDIVIDER"),

W I T N E S S E T H

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville,
County of Placer, known as "**Amoruso Ranch Phase 1 - Subphase A1 In-Tract**
PL21-0184
no. _____; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the 24 day of **March**, 2022, and the final map of the Subdivision
has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in Book ____ of Parcel/Subdivision Maps at Page ____ in the Official Records, Placer County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by Wood Rodgers, Inc., dated 3/15/23 and approved by the City Engineer and including any changes or

alterations to such improvements required by the City Engineer, and to install, on or before 3/31/2025, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-

way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$ 20,125,008.00. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY.

SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, SUBDIVIDER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of SUBDIVIDER '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.

SUBDIVIDER'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.

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE

LIMITS OF LIABILITY

General Liability

\$2,000,000 per occurrence

\$4,000,000 aggregate

Personal Injury:

\$2,000,000 per occurrence

\$4,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

Workers' Compensation

Statutory

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

b. Additional Insureds. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual

liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds.

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

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

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

e. 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.

f. Waiver of Subrogation. SUBDIVIDER hereby agrees to waive subrogation which any insurer of SUBDIVIDER may acquire from SUBDIVIDER 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 SUBDIVIDER, its employees, agents and subcontractors.

g. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve SUBDIVIDER 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.

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be

determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required

by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

Gonzalo Rodriguez, V.P.
Brookfield Sacramento Holdings, LLC
12657 Alcosta Blvd., Ste 250
San Ramon, CA 94583-4438

Either party may amend its address by giving written notice to the other.

22. 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.

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 SUBDIVIDER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation,

Brookfield Sacramento Holdings, LLC,
a Delaware Limited Liability Company

BY: _____
DOMINICK CASEY
City Manager

BY: _____
Print name: Gonzalo Rodriguez
Title: V.P.

ATTEST:

and

BY: _____
CARMEN AVALOS
City Clerk

BY: _____
Print name: Josh Roden
Title: V.P.

(NOTARIZATION REQUIRED)

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUFFICIENCY:

BY:  _____
MARC STOUT
City Engineer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Contra Costa)

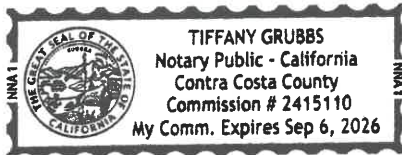
On April 27, 2023 before me, Tiffany Grubbs, Notary Public ,
Date Name and Title of Officer
personally appeared Gonzalo Rodriguez and Josh Roden ,
Name of Signer

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: 
Signature of Notary Public



Place Notary Seal Above



COUNCIL COMMUNICATION

CC #: 2779

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

Title: Sierra Vista Specific Plan Parcel FD-2 Subdivision - Final Map and Subdivision Agreement

Contact: Robert Medina 916-774-5517 rmedina@roseville.ca.us

Meeting Date: 6/21/2023

Item #: 7.21.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept, on behalf of the public, the public utility easements offered thereon and accept, subject to improvement, Lots A, B, C, D, E, F, G and H and all rights of way offered thereon; and
2. Adopt the attached resolution approving the Subdivision Agreement for the Parcel FD-2 Subdivision and authorize the City Manager to execute the agreement on behalf of the City of Roseville.

BACKGROUND

The Development Services, Engineering section, has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met. This map will create 120 residential lots and 8 public landscape lots.

FISCAL IMPACT

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

ENVIRONMENTAL REVIEW

Approval of the Parcel FD-2 final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Parcel FD-2 final map was accomplished with preparation of the Sierra Vista Specific Plan EIR (Adopted: May 5, 2010) (SCH#2008032017) and the Mitigated Negative Declaration (MND) and associated Mitigation Monitoring Program approved by the City of Roseville on June 6, 2012. Because the Parcel FD-2

final map is consistent with the project evaluated in the Sierra Vista Specific Plan Environmental Impact Report (EIR), no new effects would be expected to occur and all applicable mitigation measures from the Sierra Vista Specific Plan EIR 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,

Robert Medina, Assistant Engineer

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Final Map

Vicinity Map

Resolution 23-266

Subdivision Agreement

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "PARCEL FD-2" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:

- (A) A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THE PUBLIC STREETS SHOWN HEREON AS GOLD BEAM PLACE, GOLD BEAM WAY, HAWKING DRIVE, MOONGATE WAY, STAR RISE WAY, STARSHINE WAY, SUNSCAPE WAY AND VERGA DRIVE, LOTS A, B, C, D, E, F, G AND H, AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHTS-OF-WAY AS SHOWN HEREON AND DESIGNATED "PUE" (PUBLIC UTILITY EASEMENT).
- (B) A PUBLIC EASEMENT FOR PEDESTRIAN / BICYCLE ACCESS AND THE INSTALLATION, REPAIR, REMOVAL OR REPLACEMENT OF LANDSCAPING TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, ON, OVER, UNDER AND ACROSS LOTS A, B, C, D, E, F, G AND H AS SHOWN HEREON AND DESIGNATED "PASEO EASEMENT" (PE).

THE REAL PROPERTY DESCRIBED BELOW IS OFFERED FOR DEDICATION IN FEE FOR PUBLIC PURPOSES:

- (A) AS PUBLIC RIGHT-OF-WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS GOLD BEAM PLACE, GOLD BEAM WAY, HAWKING DRIVE, MOONGATE WAY, STAR RISE WAY, STARSHINE WAY, SUNSCAPE WAY AND VERGA DRIVE.
- (B) LOTS A, B, C, D, E, F, G AND H AS SHOWN HEREON TO THE CITY OF ROSEVILLE FOR LANDSCAPING PURPOSES AND AS PUBLIC RIGHT-OF-WAY.

KLLB AIV LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: [Signature]
NAME: Byan Mott
TITLE: AUTHORIZED SIGNATORY

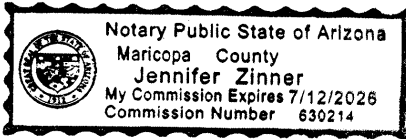
NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA Arizona
COUNTY OF Maricopa
ON May 22, 2023 BEFORE ME, Jennifer Zinner, A NOTARY PUBLIC
PERSONALLY APPEARED Byan Mott, Authorized Signatory
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.
SIGNATURE [Signature] PRINTED NAME Jennifer Zinner
MY PRINCIPAL PLACE OF BUSINESS IS Maricopa COUNTY
MY COMMISSION EXPIRES: 7/12/26 MY COMMISSION NUMBER: 630214



OPTIONEE'S STATEMENT

BEAZER HOMES HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OPTIONEE UNDER MEMORANDUM OF OPTION AND DEVELOPMENT AGREEMENT RECORDED ON MARCH 18, 2022, IN DOCUMENT NUMBER 2022-0024158-00, OFFICIAL RECORDS OF PLACER COUNTY, CALIFORNIA, HEREBY CONSENTS TO THE RECORDATION OF THIS MAP AND THE SUBDIVISION OF THE LANDS SHOWN HEREON.

NAME: TAYLOR R. BOLLINGER
TITLE: VP BIV LA & FORWARD PLANNING
- NORTHERN CALIFORNIA

NAME: LUCAS C. WISSMANN
TITLE: PRESIDENT DIVISIONAL
- NORTHERN CALIFORNIA

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Sacramento
ON May 23, 2023 BEFORE ME, Inna Miller, A NOTARY PUBLIC
PERSONALLY APPEARED Taylor R. Bollinger & Lucas C. Wissmann
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.
SIGNATURE [Signature] PRINTED NAME Inna Miller
MY PRINCIPAL PLACE OF BUSINESS IS Sacramento COUNTY
MY COMMISSION EXPIRES: June 30, 2026 MY COMMISSION NUMBER: 2406801

SURVEYOR'S STATEMENT

THIS MAP OF "PARCEL FD-2" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF BEAZER HOMES HOLDINGS, LLC, IN JUNE, 2022, I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE JUNE 30, 2025, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

BY: [Signature]
PEDRO JARQUIN, PLS 8268
EXPIRATION DATE: DECEMBER 31, 2023
DATE: 5/18/23



CITY ENGINEER'S STATEMENT

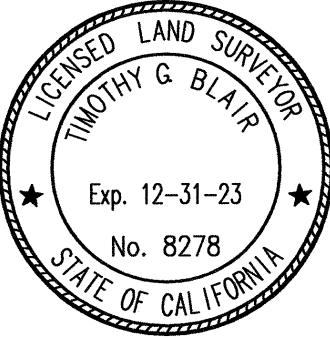
I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "PARCEL FD-2" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATE: _____
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2024

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "PARCEL FD-2" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATE: _____
TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2023



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "PARCEL FD-2", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC THE PUBLIC UTILITY EASEMENTS AND PASEO EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, THE PUBLIC RIGHTS-OF-WAY AND LOTS A, B, C, D, E, F, G AND H OFFERED HEREON FOR DEDICATION AND DOES ALSO HEREBY APPROVE THE ABANDONMENT OF THE EASEMENTS LISTED HEREON WITHIN NOTE 6 ON SHEET 2.

CITY CLERK, CITY OF ROSEVILLE
DATE: _____ BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2023, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

DOCUMENT NO.: _____
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA
BY: _____ DEPUTY
FEE: \$ _____

FINAL MAP OF
PARCEL FD-2
SUBDIVISION NO. PL21-0111
BEING A SUBDIVISION OF LOT 17 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018, IN BOOK EE OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS, BEING A PORTION OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA
JUNE 2023
MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189
SHEET 1 OF 6 18254.BEA.FD2

LEGEND

- ⊗

●

⊗

○

CB

CD

DN

(OA)

OR

PE

PUE

(R)

RS

SMUD

SF

(X)
- FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944" PER (1) OR "LS 9265" PER (2)

3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 7944" PER (1)

SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 8268" PER CITY OF ROSEVILLE STANDARDS

DIMENSION POINT

CHORD BEARING

CHORD DISTANCE

DOCUMENT NUMBER

OVERALL

OFFICIAL RECORDS

PASEO EASEMENT

PUBLIC UTILITY EASEMENT

RADIAL BEARING

RECORD OF SURVEY

SACRAMENTO MUNICIPAL UTILITY DISTRICT

SQUARE FEET

SHEET NUMBER
- ——

——

- BOUNDARY

RIGHT-OF-WAY

LOT LINE

ADJACENT PROPERTY

EASEMENT

CENTER LINE

EXISTING RIGHT-OF-WAY

NOTES:

1.

TOTAL AREA OF THIS SUBDIVISION IS 17.116± ACRES, GROSS, CONSISTING OF 120 RESIDENTIAL LOTS AND 8 LANDSCAPE LOTS.
2.

ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES. DUE TO ROUNDING, THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
3.

ALL FRONT LOT CORNERS ARE MARKED BY A 1" BRASS DISC STAMPED "LS 8268" IN THE SIDEWALK OR CONCRETE GUTTER ON THE EXTENSION OF SIDE LOT LINES 1.00 FOOT FROM THE FRONT PROPERTY CORNER.
4.

ALL REAR CORNERS AND ANGLE POINTS, UNLESS SHOWN OTHERWISE, ARE MARKED BY A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 8268". WHERE REAR CORNERS FALL IN A MASONRY WALL OR FOOTING, A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 8268" WILL BE SET ON THE SIDE LOT LINE WITH A 4.00' OFFSET TO THE REAR CORNER OR, WHERE AN OFFSET MONUMENT CANNOT BE SET, A 3/4" BRASS TAG STAMPED "LS 8268" WILL BE SET WITH EPOXY TO THE FACE OF WALL 2.00 FEET ABOVE GROUND OR ON TOP OF THE WALL.
5.

A PRELIMINARY SOILS REPORT WAS PREPARED BY YOUNGDAHL CONSULTING GROUP, INC. DATED FEBRUARY, 2017; PROJECT NUMBER E 16372.00 AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT, FILE No. 308-870.
6.

PURSUANT TO SECTION 66434(G) OF THE GOVERNMENT CODE, THE FOLLOWING EASEMENTS THAT AFFECT THIS MAP, NOT SHOWN HEREON, ARE HEREBY ABANDONED:

A.

THE 12.5' PUBLIC UTILITY EASEMENT (PUE) ALONG THE WESTERLY RIGHT OF WAY OF SILVER SPRUCE DRIVE, LYING WITHIN LOT 17 AS SHOWN IN THAT CERTAIN MAP ENTITLED " FINAL MAP OF SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" FILED FOR RECORD IN BOOK EE OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS.

B.

THE 30' PUBLIC UTILITY EASEMENT (PUE) AND PASEO EASEMENT (PE) ALONG THE SOUTHERLY RIGHT-OF-WAY OF EARL RUSH DRIVE (FORMERLY FEDERICO DRIVE), LYING WITHIN LOT 17 AS SHOWN IN THAT CERTAIN MAP ENTITLED "FINAL MAP OF SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" FILED FOR RECORD IN BOOK EE OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS.
7.

THIS PROPERTY IS SUBJECT TO THE TERMS, CONDITIONS AND COVENANTS OF A RECIPROCAL EASEMENT AGREEMENT FOR TEMPORARY ACCESS AND TEMPORARY CONSTRUCTION PURPOSES RECORDED ON JUNE 6, 2017, AS DOC. NO. 2017-0041424, OR, SAID EASEMENT, NOT SHOWN HEREON, LIES WITHIN LOTS A, B, C AND D.

BASIS OF BEARINGS:

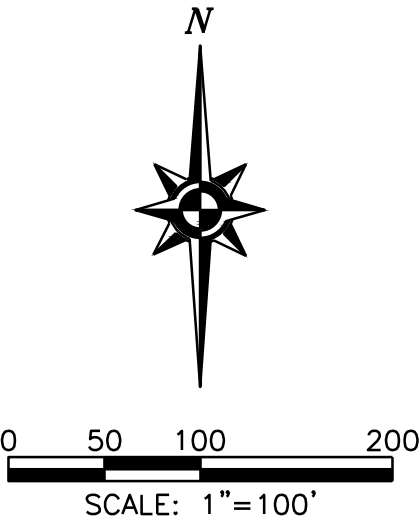
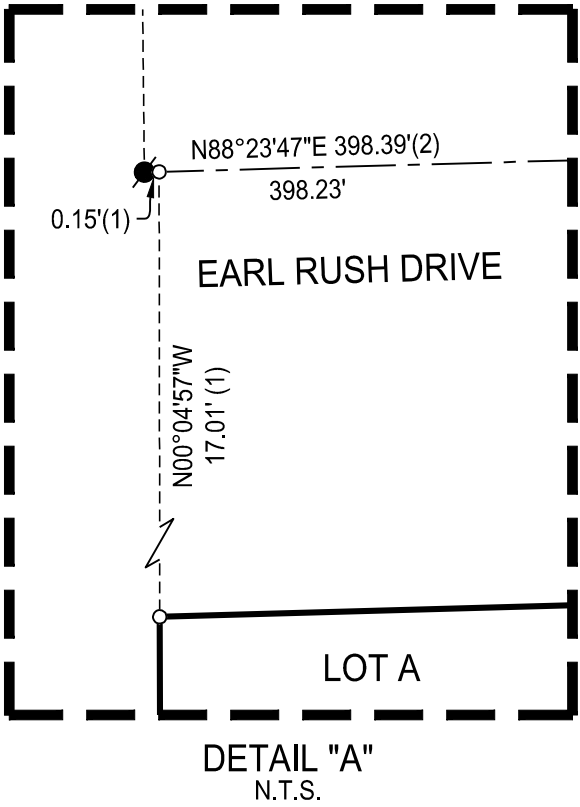
THE BASIS OF BEARINGS FOR THIS SURVEY IS NORTH 88°23'47" WEST BETWEEN FOUND MONUMENTS ON THE CENTERLINE OF EARL RUSH DRIVE (FORMERLY FEDERICO DRIVE) AS SHOWN ON THAT MAP TITLED "FINAL MAP OF FEDERICO PHASE 2 VILLAGE 1", FILED FOR RECORD ON NOVEMBER 4, 2021, IN BOOK FF OF MAPS, AT PAGE 80, PLACER COUNTY RECORDS.

REFERENCES:

- (1)

EE MAPS 6
- (2)

FF MAPS 80



FINAL MAP OF
PARCEL FD-2
SUBDIVISION NO. PL21-0111

BEING A SUBDIVISION OF LOT 17 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018, IN BOOK EE OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS, BEING A PORTION OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

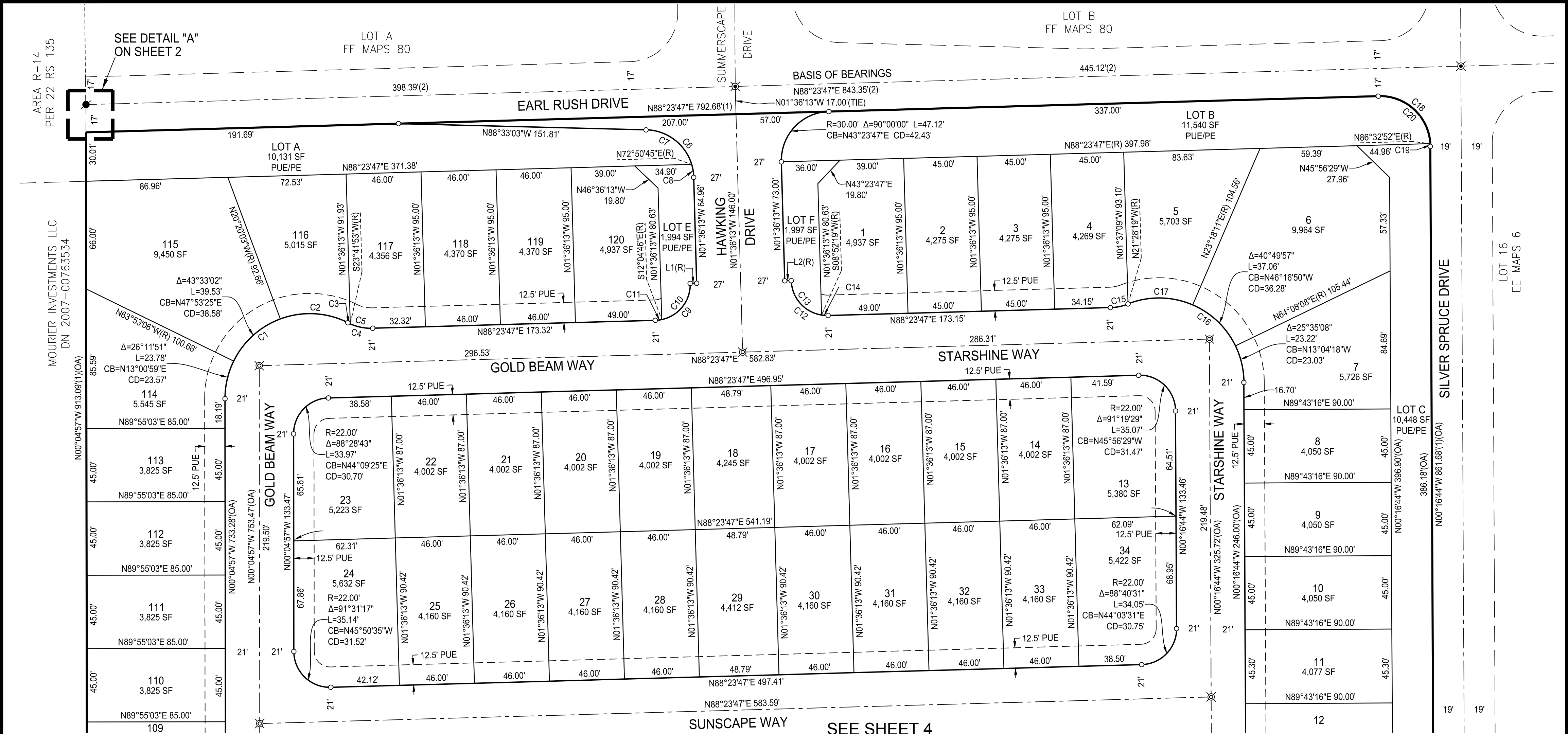
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JUNE 2023

Mackay & Somps
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

SHEET 2 OF 6

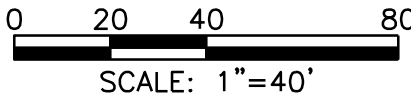
18254.BEA.FD2



Line Table		
Line #	Bearing	Length
L1	N88°23'47"E	4.00'
L2	N88°23'47"E	4.00'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	52.00'	116°43'16"	105.93'	N58° 16' 42"E	88.54'
C2	52.00'	46°58'23"	42.63'	N86° 50' 52"W	41.45'
C3	32.00'	2°56'27"	1.64'	N64° 49' 54"W	1.64'
C4	32.00'	28°14'33"	15.77'	N77° 28' 57"W	15.61'
C5	32.00'	25°18'06"	14.13'	N78° 57' 10"W	14.02'
C6	30.00'	86°56'50"	45.53'	N45° 04' 38"W	41.28'
C7	30.00'	71°23'48"	37.38'	N52° 51' 09"W	35.01'
C8	30.00'	15°33'02"	8.14'	N09° 22' 44"W	8.12'
C9	22.00'	90°00'00"	34.56'	N43° 23' 47"E	31.11'
C10	22.00'	79°31'28"	30.54'	N38° 09' 30"E	28.14'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C11	22.00'	10°28'32"	4.02'	N83° 09' 30"E	4.02'
C12	22.00'	90°00'00"	34.56'	N46° 36' 13"W	31.11'
C13	22.00'	79°31'28"	30.54'	N41° 21' 57"W	28.14'
C14	22.00'	10°28'32"	4.02'	N86° 21' 57"W	4.02'
C15	32.00'	19°52'06"	11.10'	N78° 27' 44"E	11.04'
C16	52.00'	111°11'35"	100.92'	N55° 52' 32"W	85.81'
C17	52.00'	44°46'31"	40.64'	N89° 05' 04"W	39.61'
C18	31.00'	91°19'29"	49.41'	N45° 56' 29"W	44.34'
C19	31.00'	3°10'24"	1.72'	N01° 51' 56"W	1.72'
C20	31.00'	88°09'05"	47.69'	N47° 31' 41"W	43.13'



FINAL MAP OF
PARCEL FD-2
SUBDIVISION NO. PL21-0111

BEING A SUBDIVISION OF LOT 17 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018, IN BOOK EE OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS, BEING A PORTION OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

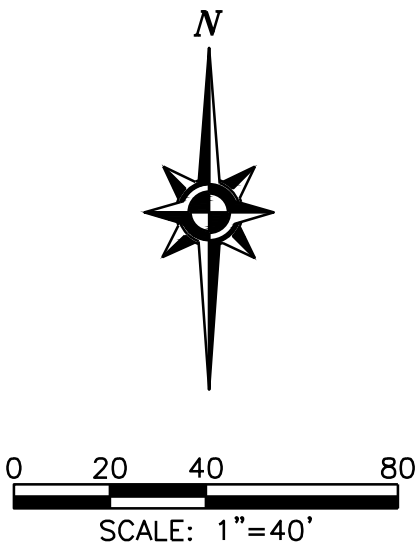
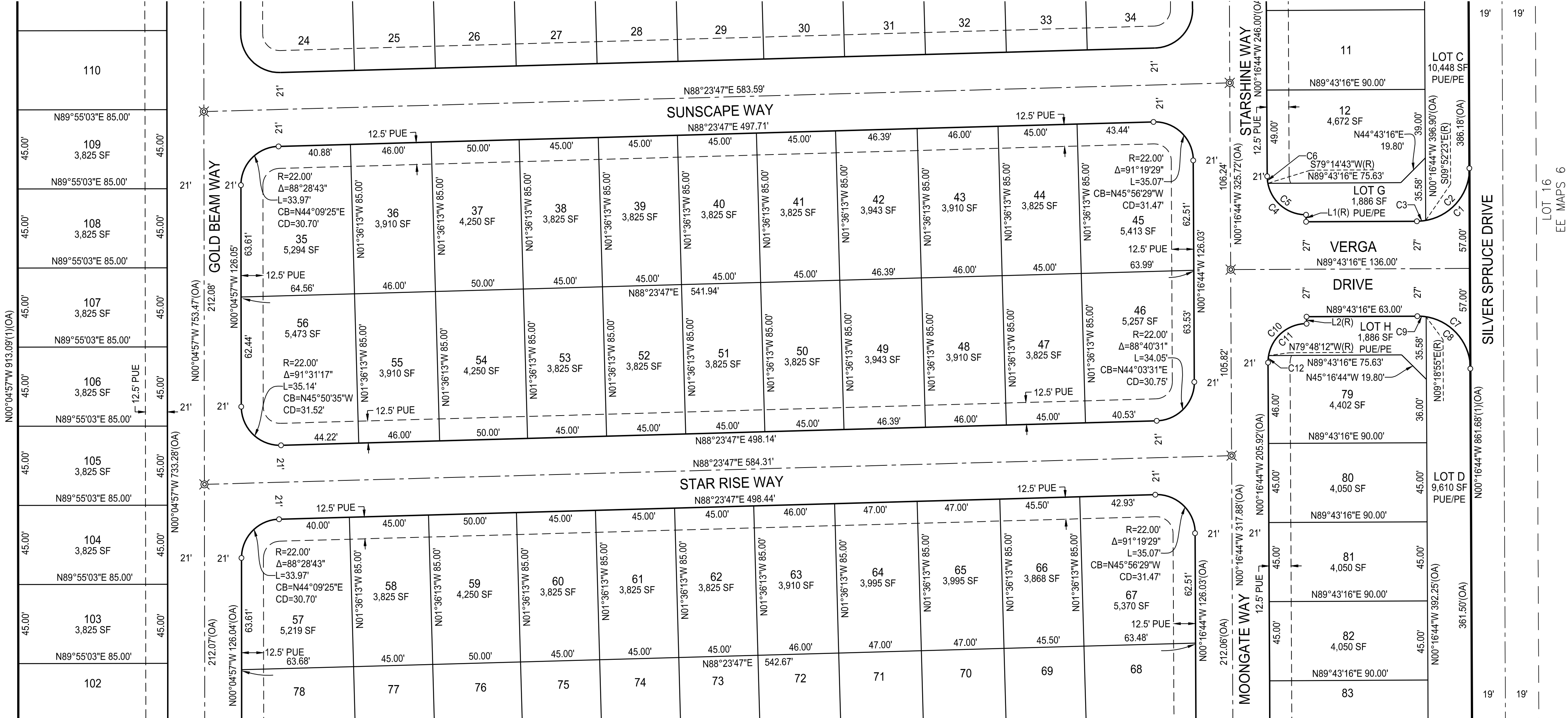
JUNE 2023

SHEET 3 OF 6

18254.BEA.FD2

SEE SHEET 2 FOR BASIS OF BEARINGS,
LEGEND, NOTES AND REFERENCES.

MOURIER INVESTMENTS LLC
DN 2007-00763534



Line Table		
Line #	Bearing	Length
L1	N00°16'44"W	4.00'
L2	N00°16'44"W	4.00'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	30.00'	90°00'00"	47.12'	N44° 43' 16"E	42.43'
C2	30.00'	80°24'21"	42.10'	N39° 55' 27"E	38.73'
C3	30.00'	9°35'39"	5.02'	N84° 55' 27"E	5.02'
C4	22.00'	90°00'00"	34.56'	N45° 16' 44"W	31.11'
C5	22.00'	79°31'28"	30.54'	N50° 31' 00"W	28.14'
C6	22.00'	10°28'32"	4.02'	N05° 31' 00"W	4.02'
C7	30.00'	90°00'00"	47.12'	N45° 16' 44"W	42.43'
C8	30.00'	80°24'21"	42.10'	N40° 28' 55"W	38.73'
C9	30.00'	9°35'39"	5.02'	N85° 28' 55"W	5.02'
C10	22.00'	90°00'00"	34.56'	N44° 43' 16"E	31.11'
C11	22.00'	79°31'28"	30.54'	N49° 57' 32"E	28.14'
C12	22.00'	10°28'32"	4.02'	N04° 57' 32"E	4.02'

FINAL MAP OF
PARCEL FD-2
SUBDIVISION NO. PL21-0111

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JUNE 2023

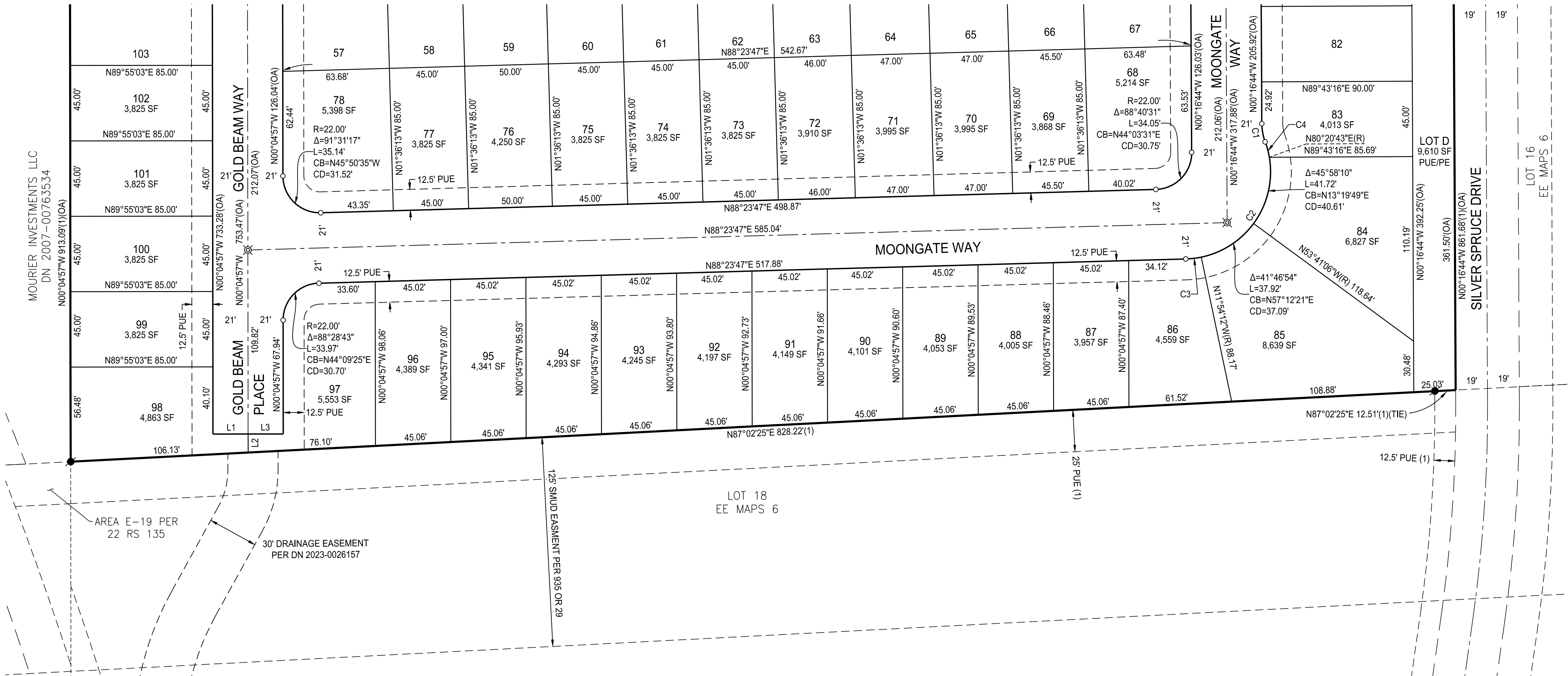
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ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

SHEET 4 OF 6

18254.BEA.FD2

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

SEE SHEET 4



0 20 40 80
SCALE: 1"=40'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	32.00'	19°52'06"	11.10'	N10° 12' 47"W	11.04'
C2	52.00'	108°32'37"	98.51'	N34° 07' 28"E	84.43'
C3	52.00'	10°17'58"	9.35'	N83° 14' 47"E	9.34'
C4	52.00'	10°29'33"	9.52'	N14° 54' 03"W	9.51'

Line Table		
Line #	Bearing	Length
L1	N89°55'03"E	21.00'
L2	N00°04'57"W	11.06'
L3	N89°55'03"E	21.00'

FINAL MAP OF
PARCEL FD-2
SUBDIVISION NO. PL21-0111

BEING A SUBDIVISION OF LOT 17 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018, IN BOOK EE OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS, BEING A PORTION OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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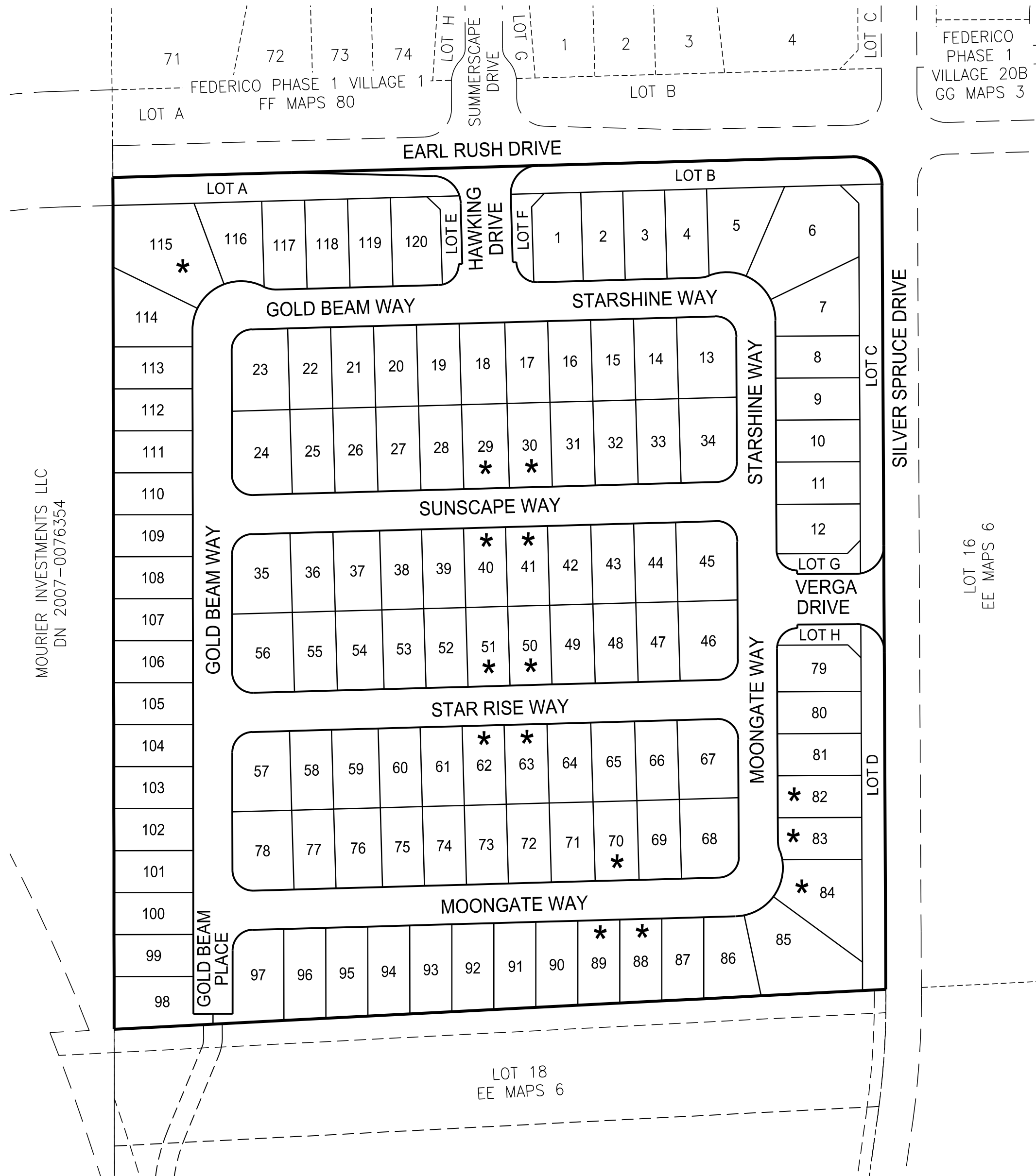
JUNE 2023

Mackay & Somps
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SHEET 5 OF 6

18254.BEA.FD2

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

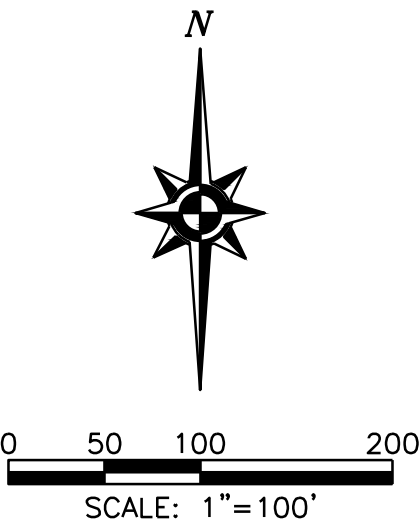


ADDITIONAL INFORMATION FOR INFORMATIONAL
PURPOSES ONLY PURSUANT TO SECTION 66434.2
OF THE GOVERNMENT CODE

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER VALVE AS APPROVED BY THE CITY OF ROSEVILLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING OR ITS CONTENTS DUE TO FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND

*** DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.**



FINAL MAP OF
PARCEL FD-2
SUBDIVISION NO. PL21-0111

BEING A SUBDIVISION OF LOT 17 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018, IN BOOK EE OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS, BEING A PORTION OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

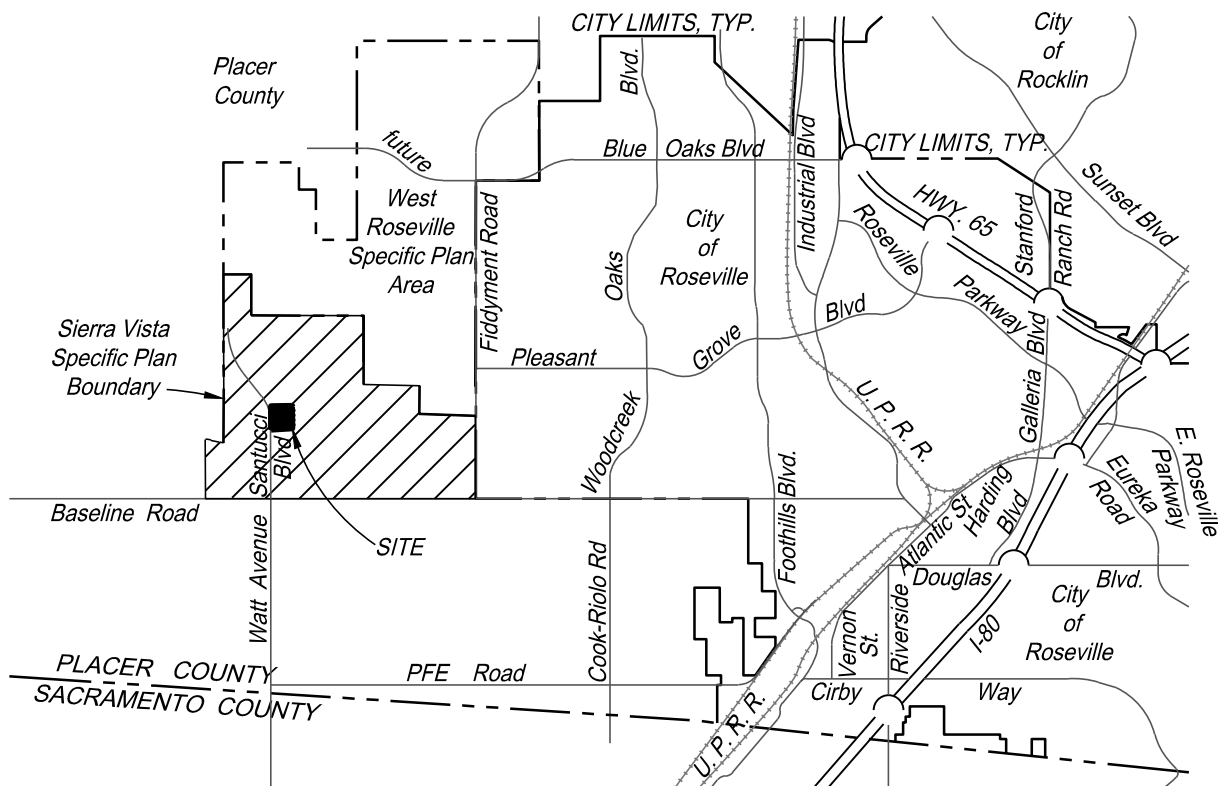
JUNE 2023

MAC KAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1181

SHEET 6 OF 6

18254.BEA.FD2

PARCEL FD-2



VICINITY MAP

RESOLUTION NO. 23-266

APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF
ROSEVILLE AND BEAZER HOMES HOLDINGS, LLC AND KLLB AIV, LLC, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement, by and between the City of Roseville and Beazer Homes Holdings, LLC and KLLB AIV, LLC, for the Parcel FD-2 Subdivision, 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.

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, PLEASE RETURN TO:**

**City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678**

Exempt from recording fees
Pursuant to Govt. Code §27383

SUBDIVISION AGREEMENT

PARCEL FD-2 SUBDIVISION

THIS AGREEMENT, made and entered into this ____ day of _____,
20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and
BEAZER HOMES HOLDINGS, LLC, a Delaware limited liability company (the "BUILDER")
and KLLB AIV, LLC, a Delaware limited liability company (the "OWNER"),

W I T N E S S E T H:

WHEREAS, OWNER is possessed of a tract of land lying in the City of Roseville,
County of Placer, known as "Parcel FD-2 Subdivision" (Subdivision no. PL21-0111; "the
Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the ____ day of _____, 20__, and the final map of the Subdivision
has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer County Recorder, file no. _____; and

WHEREAS, BUILDER holds an option to and intends to purchase the Subdivision (“Optioned Property”) from the OWNER; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that BUILDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to BUILDER and OWNER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. BUILDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the

improvement plans for the Subdivision prepared by MacKay & Somps, dated March 2023 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before March 31, 2025, such survey monuments as may be required by the City Engineer ("the Work"). BUILDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

BUILDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by BUILDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by BUILDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that BUILDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from BUILDER, BUILDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at any time prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to BUILDER to eliminate the safety hazard. If BUILDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from BUILDER, BUILDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. BUILDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to BUILDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. BUILDER shall deposit the estimated inspection fee and

reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. BUILDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$2,203,352. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 1 (commencing with Section 8000) of Part 6 of Division 4 of the Civil Code of the State of California for payment to the contractor, subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. BUILDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon BUILDER's request following expiration of the warranty period and subject to the

reasonable determination of the City Engineer that BUILDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. BUILDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. BUILDER's Obligation to Warn Public During Construction. Until final acceptance of the Work, BUILDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. BUILDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the

improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. BUILDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, BUILDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if BUILDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to BUILDER and to BUILDER'S Surety. In such event, BUILDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before BUILDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. BUILDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, BUILDER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of BUILDER'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.

BUILDER'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.

12. Insurance. BUILDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
General Liability	\$2,000,000 per occurrence \$4,000,000 aggregate Personal Injury: \$2,000,000 per occurrence \$4,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Workers' Compensation	Statutory

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

b. Additional Insureds. BUILDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing

and completed operations. Such insurance shall specifically cover the contractual liability of BUILDER. The additional insured coverage under the BUILDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

e. 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.

f. Waiver of Subrogation. BUILDER hereby agrees to waive subrogation which any insurer of BUILDER may acquire from BUILDER 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 BUILDER, its employees, agents and subcontractors.

g. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve BUILDER 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.

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor,

the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by BUILDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by

City, have been accepted by City; (ii) the lot is included within the Maintenance CFD as required or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event BUILDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of BUILDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of BUILDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against BUILDER for any and all amounts necessary to complete the obligations of BUILDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and BUILDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

CITY

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

BUILDER

Taylor R. Bollinger, VP LA & Forward Planning
Beazer Homes Holdings, LLC
2710 Gateway Oaks Drive, Suite 190-N
Sacramento, CA 95833

OWNER

Ryan Mott, Managing Director
KLLB AIV, LLC
6900 E. Camelback Road, Suite 1090
Scottsdale, AZ 85251

Either party may amend its address by giving written notice to the other.

22. 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.

23. OWNER's Disclaimer. OWNER is executing this Agreement to allow the recordation of it against the Optioned Property. Nothing contained in this Agreement, including OWNER's execution of it, shall be construed to be a waiver of any and all defenses OWNER may have in the absence of executing this Agreement, including but not limited to, a waiver of any defenses to potential liability under the 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 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 BUILDER and OWNER have caused this

Agreement to be executed.

BUILDER:

CITY OF ROSEVILLE, a
municipal corporation,

BEAZER HOMES HOLDINGS, LLC,
a Delaware limited liability company

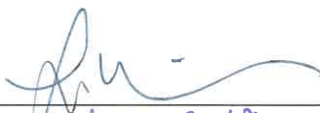
BY: _____
DOMINICK CASEY
City Manager

BY: 
Print name: Taylor R. Bollinger
Title: V/P Div LA & Forward Planning

ATTEST:

and

BY: _____
CARMEN AVALOS
City Clerk

BY: 
Print name: Lucas C. Wissmann
Title: President Divisional - Northern California

(NOTARIZATION REQUIRED)

OWNER:

KLLB AIV, LLC, a Delaware limited
liability company

BY: 
Print name: Ryan Mott
Title: Authorized Signatory

(NOTARIZATION REQUIRED)

(SIGNATURES CONTINUED ON NEXT PAGE)

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUFFICIENCY:

BY:  _____
MARC STOUT
City Engineer

ACKNOWLEDGMENT

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

State of California
County of Sacramento)

On May 30th, 2023 before me, Inna Miller, Notary Public,
(insert name and title of the officer)

personally appeared Taylor R. Bollinger & Lucas C. Wissmann,
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)



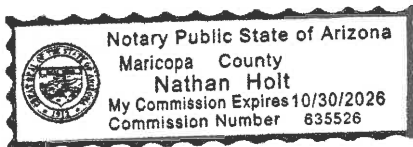
Subdivision Agreement
Parcel FD-2 Subdivision
Solaire

State of Arizona

County of Maricopa

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of May, 2023, by Ryan Mott, as Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, on behalf of the limited liability company. She/He ☒ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)



Nathan Holt
(Notary Signature)

Nathan Holt
(Notary Name Printed)

NOTARY PUBLIC

Commission No. 635526



COUNCIL COMMUNICATION

CC #: 2782

File #: 0206-03-01

Title: Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities) - Abandonment

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

Meeting Date: 6/21/2023

Item #: 7.22.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution approving recordation of a Notice of Cessation of Special Tax for the City of Roseville Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities), and authorizing related actions.

BACKGROUND

On December 7, 2022, the City Council adopted Resolution 22-435, which formed the City of Roseville Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities) and recorded a Notice of Special Tax Lien (Document No. 2022-0089946) with Placer County. No special tax bonds were ever imposed on land within Parkside at Sierra Vista CFD No. 1. The public facilities previously anticipated to be financed through the CFD are now anticipated to be financed through the Villages at Sierra Vista CFD No. 1 (Public Facilities), to which the sole landowner within the CFD has proposed to annex all of the territory currently within the Parkside at Sierra Vista CFD No. 1 boundaries into the Villages at Sierra Vista CFD No. 1.

Therefore, staff recommends that Parkside at Sierra Vista CFD No. 1 have a Notice of Cessation of Special Tax filed to evidence the fact that the special tax for the CFD has ceased and that the lien imposed by the Notice of Special Tax Lien for the CFD, recorded in the Placer County Recorder's Office, is extinguished with respect to all of the real property located within the CFD.

FISCAL IMPACT

The abandonment of Parkside at Sierra Vista CFD No. 1 does not impact the City's General Fund.

ENVIRONMENTAL REVIEW

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

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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 23-268

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 23-268

A RESOLUTION APPROVING RECORDATION OF A NOTICE OF CESSATION OF SPECIAL TAX FOR THE CITY OF ROSEVILLE PARKSIDE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), AND AUTHORIZING RELATED ACTIONS

WHEREAS, on December 7, 2022, the City Council (the "Council") adopted Resolution No. 22-435, which formed the City of Roseville Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "CFD"); and

WHEREAS, on December 8, 2022, the City recorded in the Placer County Recorder's Office, as Document No. 2022-0089946, a Notice of Special Tax Lien, evidencing the lien of the special taxes authorized to be levied on taxable property within the CFD; and

WHEREAS, special tax bonds have never been issued for the CFD, and a special tax levy has never been imposed on land within the CFD; and

WHEREAS, the public facilities previously anticipated to be financed through the CFD are now anticipated to be financed through the Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities), to which the sole landowner within the CFD has proposed to annex all of the territory currently within the CFD.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEVILLE RESOLVES AS FOLLOWS:

SECTION 1. In accordance with Government Code Section 53330.5, the Council hereby finds, determines and declares that the special tax authorized to be levied on taxable property within the CFD shall never be levied, and hereby authorizes and directs the recordation of a Notice of Cessation of Special Tax substantially in the form attached hereto as Exhibit A, to evidence the fact that the special tax for the CFD has ceased and that the lien imposed by the Notice of Special Tax Lien for the CFD, heretofore recorded in the Placer County Recorder's Office, is extinguished with respect to all of the real property located within the CFD.

SECTION 2. The City Clerk and his or her designee (each, an "Authorized Officer") is hereby delegated authority to execute and record, in the Placer County Recorder's Office, a Notice of Cessation of Special Tax regarding the CFD consistent with the requirements of Government Code Section 53330.5.

SECTION 3. The Authorized Officers and other appropriate City staff are hereby authorized and directed to execute and deliver such additional certificates, documents and agreements as they may determine are necessary or helpful to effectuate the purposes of this resolution.

SECTION 4. This Resolution shall take effect immediately 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

RECORDING REQUESTED BY AND AFTER RECORDATION, 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 CESSATION OF SPECIAL TAX

CITY OF ROSEVILLE
PARKSIDE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
COUNTY OF PLACER, STATE OF CALIFORNIA

In accordance with Government Code Section 53330.5, the undersigned City Clerk of the City of Roseville ("City") hereby gives notice that the City Council has determined that the special tax authorized to be levied on taxable property within the above-referenced community facilities district (the "CFD") shall cease to be levied, and has directed the recordation of this Notice of Cessation of Special Tax to evidence the fact that the special tax for the CFD has ceased and that the lien imposed by the Notice of Special Tax Lien for the CFD, heretofore recorded in the Office of the Placer County Recorder's Office on December 8, 2022 at 11:55 a.m., as Document No. 2022-0089946, is extinguished with respect to all of the real property located within the CFD.

The territory included within the CFD is set forth in the boundary map of the CFD heretofore recorded in the Placer County Recorder's Office on October 21, 2022 in Book 4 at Page 79, as Document No. 2022-0078831, to which map reference is hereby made. The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included within the CFD, 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 County are as set forth in **Exhibit A**.

For further information concerning this Notice of Cessation of Special Tax, interested persons should contact the Chief Financial Officer, City of Roseville, 311 Vernon Street, Roseville, CA 95678.

Dated: As of _____, 2023

By: _____
Carmen Avalos
City Clerk of the City of Roseville

Exhibit A – Assessor's Parcel Numbers and Owners

**EXHIBIT A to Notice of Cessation of Special Tax
Assessor's Parcel Numbers and Owners**

CITY OF ROSEVILLE
PARKSIDE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)

Assessor's Parcel Nos.	Owner(s) of Record
498-180-001	FD-24, LLC
498-180-002	FD-24, LLC
498-180-003	FD-24, LLC



COUNCIL COMMUNICATION

CC #: 2803

File #: 0103-17 & 0201

Title: Roseville Natural Gas Financing Authority - Fiscal Year 2023-24 Budget

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

Meeting Date: 6/21/2023

Item #: 7.23.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council, acting as the Roseville Natural Gas Financing Authority (RNGFA), adopt the attached resolution approving the RNGFA FY2023-24 budget.

BACKGROUND

Attached is the RNGFA budget for FY2023-24. The debt service expense budget of \$16,550,843 represents principal and interest payments on the 2007 Gas Revenue Bonds, which financed the prepayment of natural gas used for power generation at the Roseville Energy Park.

FISCAL IMPACT

The budget document provides a financial summary of the revenues and expenses of the RNGFA. Approval of the annual budget has no new 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. Approval of a yearly budget 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,

Teri Quinlan, Accounting Manager

Dennis Kauffman, Assistant City Manager/Chief Financial Officer

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, positioned above a horizontal line.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 2-23

RNGFA FY2023-24 Budget

ROSEVILLE NATURAL GAS FINANCING AUTHORITY
RESOLUTION NO. 2-23

ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2023-24

WHEREAS, the Roseville Natural Gas Financing Authority has reviewed the proposed Roseville Natural Gas Financing Authority Budget FY2023-24;

NOW, THEREFORE, the Roseville Natural Gas Financing Authority does hereby resolve that the attached Roseville Natural Gas Financing Authority Budget FY2023-24 is hereby approved.

PASSED AND ADOPTED by the Roseville Natural Gas Financing Authority this __ day of _____, 20__, by the following vote on roll call:

AYES AGENCY MEMBERS:

NOES AGENCY MEMBERS:

ABSENT AGENCY MEMBERS:

CHAIR

ATTEST:

Secretary

Roseville Natural Gas Financing Authority

	Actual FY2022	Estimate FY2023	Budget FY2024
OPERATING REVENUES			
Current Services - Sale of Natural Gas to Roseville Electric	\$ 16,789,231	\$ 16,753,500	\$ 16,518,389
Administrative Fees	53,268	55,000	53,704
Total Revenues	16,842,499	16,808,500	16,572,093
LESS OPERATING EXPENSES			
Administrative Expenses (Audit, Fiscal Agent & Rating Agency)	30,743	20,000	21,250
Interest Expense	-	-	-
Total Operating Expenses	30,743	20,000	21,250
LESS CAPITAL AND DEBT EXPENSES			
Debt Service - Series 2007 Gas Revenue Bonds	16,561,000	16,788,500	16,550,843
Total Capital and Debt Expenses	16,561,000	16,788,500	16,550,843
INCREASE (DECREASE) FROM OPERATIONS	250,756	-	-
FUND BALANCE, BEGINNING OF YEAR	(44,438)	206,318	206,318
INCREASE (DECREASE) FROM OPERATIONS	250,756	-	-
FUND BALANCE, END OF YEAR	\$ 206,318	\$ 206,318	\$ 206,318



COUNCIL COMMUNICATION

CC #: 2802

File #: 0707 & 0201-01

Title:	Roseville Aquatics Complex Pump & Motor Replacement and Goto Park Landscape Improvement - Budget Adjustments
Contact:	Eric Dexter 916-746-1769 edexter@roseville.ca.us

Meeting Date: 6/21/2023

Item #: 7.24.

RECOMMENDATION TO COUNCIL

The Parks, Recreation & Libraries (PRL) Department requests that the City Council adopt an ordinance approving a budget adjustment in the amount of \$30,000 for the Roseville Aquatics Complex Competition Pool Pump and Motor Replacement project and a budget adjustment in the amount of \$25,000 for the Goto Park Landscape and Irrigation Upgrades project.

BACKGROUND

Project costs for Roseville Aquatics Complex Competition Pool Pump and Motor Replacement came in higher than originally budgeted due to equipment, material, and labor cost increases. The Roseville Aquatics Complex Competition Pool Pump and Motor Replacement project is a high priority due to the age of the pumps and the amount of use of the facility, which includes City programs and usage by Roseville Joint Union High School District and California Capital Aquatics (CCA).

A \$30,000 budget adjustment is requested, with funding from available resources in the Equipment Replacement Fund, for a total Roseville Aquatics Complex Competition Pool Pump and Motor Replacement project budget of \$80,000.

Goto Park improvements will provide much needed upgrades to the overall aesthetics of the park. Improvements include new natural walking trails, infill and addition of plants, improved irrigation, and refreshed landscape bark. The Uribe Park Landscape and Irrigation Upgrades project was originally intended to update and replace landscaping, but it was determined that this project can be delayed without significant impact on the appearance and/or use of the park. The Uribe Park project will be closed, and the funds transferred to the Goto Park Landscape and Irrigation Upgrade project. A \$25,000 budget adjustment is requested, with funding from the closure of the Uribe Park Landscape and Irrigation Upgrades project, for a total Goto Park Landscape and Irrigation Upgrades project budget of \$75,000.

FISCAL IMPACT

There are sufficient funds to accommodate the recommended budget adjustments in the Equipment Replacement Fund and the closure of the Uribe Park Landscape project. 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. Approval of a budget adjustment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

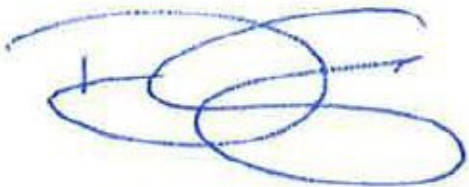
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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,

Eric Dexter, Parks, Recreation & Libraries Superintendent

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6687

Budget Adjustment

ORDINANCE NO. 6687

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 Roseville Aquatics Complex Pump & Motor Replacement and Goto Park Landscape Improvement projects.

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: 2022-23
PREPARER NAME & TITLE: Rendi Hodge, Management Analyst COUNCIL DATE (if applicable): 6/21/2023
DEPARTMENT/DIVISION: Parks, Recreation & Libraries/Parks ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4031	5417	84001	500253	30,000	Increase the expenditures for the Roseville Aquatics Complex - Competition Pool Pump and Motor Replacement project
3541	6587	84001	500255	25,000	Increase the expenditures for the Goto Park - Landscape and Irrigation Upgrades project
3541	6587	84001	500257	(25,000)	Decrease budget and cancel the Uribe Park - Landscape and Irrigation Upgrades project to redirect funds to Goto Park - Landscape and Irrigation Upgrades project
TOTAL				30,000	

REVENUES/TRANSFERS IN

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

NET ADJUSTMENT	30,000
----------------	--------

FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4031				(30,000)	Reduce available resources in Equipment Replacement Fund
TOTAL				(30,000)	

Justification for Budget Adjustment:

The Parks, Recreation & Libraries (PRL) department is requesting to increase the budgets for 1) the Roseville Aquatics Complex - Competition Pool Pump and Motor Replacement project (500253) by \$30,000 for a total project budget of \$80,000, and 2) the Goto Park - Landscape and Irrigation Upgrades project (500255) by \$25,000 for a total project budget of \$75,000. Project costs for Roseville Aquatics Complex - Competition Pool Pump and Motor Replacement came in higher than originally budgeted due to equipment, material, and labor cost increases. The Roseville Aquatics Complex - Competition Pool Pump and Motor Replacement project (500253) is a high priority due to age of pumps and amount of use of the facility, which is utilized by City programs, Roseville Joint Union High School District and California Capital Aquatics (CCA). The \$30,000 for this request will come from available resources in the Equipment Replacement Fund (4031). The Goto Park - Landscape and Irrigation Upgrade project (500255) requires more funding than originally planned. Staff recently reviewed both Uribe Park and Goto Park sites and determined Goto Park's improvements were a higher priority and will provide much needed upgrades to the overall aesthetics of the park. Improvements include new natural walking trails, infill and addition of plants, improved irrigation, and refreshed landscape bark. The Uribe Park - Landscape and Irrigation Upgrades project (500257) was originally intended to update and replace landscaping, but it was determined that this project can be delayed without significant impact to the appearance and/or use of the park. This project will be canceled and closed with the funds transferred to the Goto Park - Landscape and Irrigation Upgrade project (500255). There is no impact on the General Fund.

REQUIRED APPROVALS:				Digitally signed by Nancy Rothlisberger Date: 2023.05.23 09:54:18 -07'00'					
		05/22/2023		Nancy Rothlisberger					
REQUESTING DEPARTMENT HEAD / DESIGNEE		DATE		BUDGET MANAGER / DESIGNEE					
Dennis Kauffman		Digitally signed by Dennis Kauffman Date: 2023.05.29 15:54:14 -07'00'							
CHIEF FINANCIAL OFFICER / DESIGNEE		DATE		CITY MANAGER / DESIGNEE					
BUDGET DEPARTMENT USE ONLY:									
POSTED BY									
DATE									

Revised: June 24, 2019

5/22/2023 4:54 PM



COUNCIL COMMUNICATION

CC #: 2777

File #: 0702-02 & 0201-01

Title: Woodcreek Golf Course Emergency Repairs - Budget Adjustment

Contact: Rob Nakamura 915 774 5135 rnakamura@roseville.ca.us

Meeting Date: 6/21/2023

Item #: 7.25.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance to approve a budget adjustment in the amount of \$120,000 from the General Fund for the restoration, repair and/or replacement of the Woodcreek Golf Course kitchen area, fire sprinkler system, flooring, walls, cabinets and walk-in freezer unit.

BACKGROUND

The Parks, Recreation & Libraries (PRL) Department is requesting a budget adjustment to fund emergency facility repairs at the Woodcreek Golf Course kitchen facility including restoration repair or replacement as required.

On May 15, 2023, a fire sprinkler head burst in the walk-in freezer at the Woodcreek Golf Course restaurant causing all sprinklers in the kitchen area to discharge. Although the cause is unknown, the water damage throughout the kitchen facility required emergency restoration services. Repairs and/or replacement of the interior sprinkler system, flooring, walls, cabinetry and the walk-in freezer unit are necessary for operation of the restaurant facility.

FISCAL IMPACT

The Woodcreek Golf Club Flood Repair project will be funded by a \$120,000 transfer from the General Fund Contributions by Developers Fund. Any unspent monies will be returned to the General Fund at the completion of the project. This expense will be evaluated for potential insurance reimbursement.

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 C – Maintain a safe and healthy community

Goal D – Enhance economic vitality

Goal E – Deliver exceptional city services

Respectfully Submitted,

Rob Nakamura, Parks, Recreation & Libraries Superintendent

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6671

Budget Adjustment - Woodcreek Emergency Repair

ORDINANCE NO. 6671

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 Woodcreek Golf Course Emergency repairs.

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: Rob Nakamura, Recreation Superintendent FISCAL YEAR: FY2022-23
PREPARER NAME & TITLE: Rendi Hodge, Management Analyst COUNCIL DATE (if applicable): 6/21/23
DEPARTMENT/DIVISION: Parks, Recreation & Libraries/Golf ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2594	5433	84001	500418	120,000	Establish project budget for Woodcreek Golf Course water damage repairs
1020	6801	10001		120,000	Transfer from the General Fund Contribution by Developers Fund to the General Fund
1001	6801	10001		120,000	Transfer from General Fund to 2594 Woodcreek Fund
TOTAL				360,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	4801	10001		120,000	Transfer from the General Fund Contribution by Developers Fund to the General Fund
2594	4801	10001		120,000	Transfer from General Fund to 2594 Woodcreek Fund
TOTAL				240,000	

NET ADJUSTMENT	120,000
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1020				(120,000)	Decrease available resources - General Fund Contribution by Developers Fund
TOTAL				(120,000)	

Justification for Budget Adjustment:

The Parks, Recreation & Libraries (PRL) Department is requesting a budget adjustment of \$120,000 to fund emergency repairs at the Woodcreek Golf Course kitchen facility including restoration repair or replacement. Since the Woodcreek Operating budget for FY2023-24 is not able to cover this cost, funding will come from a transfer from the General Fund Contributions by Developers Fund to the General Fund and then to the Woodcreek Fund (thus there is no net effect on the General Fund). On May 15, 2023, a fire sprinkler head burst in the walk in freezer at the Woodcreek Golf Course restaurant causing all sprinklers in the kitchen area to discharge. Although the cause is unknown, the water damage throughout the kitchen facility required emergency restoration services. Repairs and/or replacement of the interior sprinkler system, flooring, walls, cabinetry and the walk-in freezer unit are necessary for operation of the restaurant facility.

REQUIRED APPROVALS:	
 06/01/2023	Nancy Rothlisberger Digitally signed by Nancy Rothlisberger Date: 2023.06.01 16:21:41 -07'00'
REQUESTING DEPARTMENT HEAD / DESIGNEE Dennis Kauffman Digitally signed by Dennis Kauffman Date: 2023.06.02 08:40:06 -07'00'	BUDGET MANAGER / DESIGNEE
CHIEF FINANCIAL OFFICER / DESIGNEE	CITY MANAGER / DESIGNEE
BUDGET DEPARTMENT USE ONLY:	
POSTED BY	DATE

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 2808

File #: 0900-04-01 & 0201-01

Title: Taylor Road Park and Ride Lot Improvement Project - Award of Contract and Budget Adjustment
Contact: Cathy Gosalvez 916-774-1300 cgosalvez@roseville.ca.us

Meeting Date: 6/21/2023

Item #: 7.26.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Award the Taylor Road Park and Ride Lot Improvement Project to the low bidder, Baldoni Construction Service, Inc.; and
2. Adopt a resolution authorizing the City Manager to execute the agreement and provide a change order authority of 15% of the contract amount; and
3. Adopt the attached ordinance for a budget adjustment in the amount of \$206,330.

BACKGROUND

The City of Roseville Public Works/Alternative Transportation Division currently operates a transit stop within the Caltrans Park and Ride Lot on Taylor Road, providing service for the City's commuter routes to downtown Sacramento. Placer County Transit also utilizes this bus stop for weekday commuter service. While Caltrans owns the Park and Ride Lot, the City owns the existing transit shelter & bike locker improvements.

The proposed project includes an expansion of the concrete bus shelter pad to allow for an additional bus loading area, American with Disabilities (ADA) improvements (including new curb ramps), and the installation of conduit for future data and electrical connections.

On April 19, 2023, the City Council approved the plans and specifications for the project and authorized staff to call for bids. Three bids were received and opened on May 9, 2023.

The engineer's estimate and bids are as follows:

Baldoni Construction Service, Inc.	\$ 99,999.00
Sierra Asphalt, Inc.	\$103,960.00
B&M Builders, Inc.	\$108,395.00

Engineer's Estimate

\$110,000.00

Staff has reviewed the low bid from Baldoni Construction Service, Inc. and has found it to be complete and in order. Construction has been coordinated with the adjacent Golfland Sunsplash Waterpark and is anticipated to begin in September, following the summer season. The project is scheduled to be completed in October.

Public Outreach

Public Works Staff will be working with the Public Works Marketing & Communications Team to develop a public outreach campaign to keep the community informed of the project's progress and traffic impacts during the construction phase of the project. This includes disseminating project information on the City's web page, traffic alerts, and social media.

FISCAL IMPACT

A budget adjustment of \$206,330 is required to fund construction, construction contingency/change order authority, staff time, and construction management costs. The project is funded with Low Carbon Transportation Operations Program (LCTOP) grant funds (\$103,324) and State of Good Repair Program funds (\$103,006.) No General Fund resources will be used for this project.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

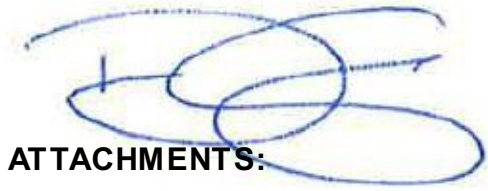
Goal C - Maintain a safe and healthy community

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Cathy Gosalvez, Associate Engineer

Jason Shykowski, Public Works Director



ATTACHMENTS:

Description

Location Map

Dominick Casey, City Manager

Resolution 23-289

Agreement

Ordinance 6688

Budget Adjustment

CEQA Exemption

TAYLOR ROAD PARK AND RIDE LOT PROJECT



RESOLUTION NO. 23-289

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

WHEREAS, an Agreement for the Taylor Road Park and Ride Lot Improvement project,
by and between the City of Roseville and Baldoni Construction Service, Inc., has been reviewed
by the City Council; and

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

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 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 Baldoni Construction Service, Inc. _____, a _____ California Corporation _____, ("CONTRACTOR"); and

W I T N E S S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the 9 day of April, 2023, approved plans and specifications for the Taylor Road Park and Ride Lot Improvement Project and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the 9 day of May, 2023; 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 21 day of June, 2023, 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 Taylor Road Park and Ride Lot Improvement Project

in accordance with the Contract Documents (the Work).

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

2. PAYMENT. CITY shall pay CONTRACTOR ninety-nine thousand nine hundred ninety-nine dollars (\$ 99,999.00) for the Work to be done under this Agreement in accordance with the Contract Documents.

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

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

e. This contract.

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

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$2,800 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 20 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

Department of Public Works/Engineering
311 Vernon Street
Roseville, CA 95678

CONTRACTOR

Baldoni Construction Service, Inc.
9998 Hillview Road
Newcastle, CA 95658

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

Baldoni Construction Service, Inc., a
California Corporation

BY: _____
DOMINICK CASEY
City Manager

BY: Wendy K Baldoni
its: Wendy K Baldoni - President
and

ATTEST:

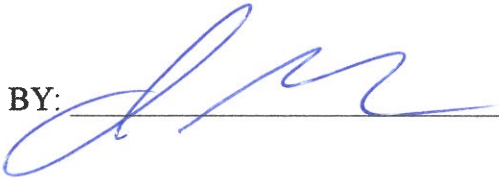
BY: Dan J Baldoni
its: Dan J Baldoni - Vice President

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

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

ORDINANCE NO. 6688

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 Taylor Road Park and Ride Lot Improvement Project.

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

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

PASSED AND ADOPTED by the Council of the City of Roseville, this _____
day of _____, 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: Zachary Presley, Administrative Technician COUNCIL DATE (if applicable): 6/21/2023
DEPARTMENT/DIVISION: PW-Alternative Transportation ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6511	6587	84001	400127	166,330	Increase expenditure budget for improvements to the Taylor Road Commuter Bus Stop
6511	5080	84001	400127	40,000	Increase expenditure budget for staff time for the Taylor Road Commuter Bus Stop
TOTAL				206,330	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6511	4426	84001	400127	103,006	Increase revenue budget for SB1 State of Good Repair (SGR) Grant
6511	4410	84001	400127	103,324	Increase revenue budget for Low Carbon Transit Operations Program (LCTOP) Grant
TOTAL				206,330	

NET ADJUSTMENT	-
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FUND BALANCE

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

Justification for Budget Adjustment:

The budget adjustment is needed to provide funding for 400127 - Taylor Road Commuter Bus Stop project upgrades which include: new bus shelter, additional bus storage area, lighting, ADA improvements such as new curb ramps, walkways and accessible parking spaces. The existing project budget is \$81,825 and the revised project budget will be \$288,155. The increased funding will come from 4426 - State of Good Repair (SGR) - \$103,006 and 4410 - State Grants (Low Carbon Transit Operations Program (LCTOP) - \$103,324.

		REQUIRED APPROVALS:		Nancy Rothlisberger		Digitally signed by Nancy Rothlisberger Date: 2023.05.23 09:31:03 -07'00'	
REQUESTING DEPARTMENT HEAD / DESIGNEE		DATE		BUDGET MANAGER / DESIGNEE		DATE	
Dennis Kauffman		5-18-23					
CHIEF FINANCIAL OFFICER / DESIGNEE		DATE		CITY MANAGER / DESIGNEE		DATE	
		BUDGET DEPARTMENT USE ONLY:					
POSTED BY		DATE					

Revised: June 24, 2019



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: Taylor Road Park and Ride Lot Improvements Project

Project Location: 1853 Taylor Road (location map attached).

Project Description: The Public Works Department proposes to construct improvements within the existing Taylor Road park and ride lot. Improvements include: construction of a concrete bus shelter pad, ADA ramps, underground conduit and slurry seal application within the existing parking lot.

Public Agency Approving Project: Roseville City Council

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

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

"Class 1 consists of minor alteration of existing public facilities,involving negligible or no expansion of use beyond that previously existing.... examples include highways, streets, sidewalks, gutters, and similar facilities...."

The project is confined to existing streets within City right-of-way and would not result in expansion of use. No environmentally sensitive resources are located within the project site; therefore the Class 1 exemption is applicable to the proposed project.

Lead Agency Contact Person: Cathy Gosalvez, P.E., Public Works Department, 311 Vernon Street, Roseville, CA 95678 (916) 746-1300.

Signature: _____


Terri Shirhall, Environmental Coordinator
City of Roseville

Date: 2-15-2023



COUNCIL COMMUNICATION

CC #: 2784

File #: 0201 & 0201-01

Title: Fiscal Year 2022-23 Year-End Budget Adjustments
Contact: Scott Pettingell 916-746-1306 spettingell@roseville.ca.us

Meeting Date: 6/21/2023

Item #: 7.27.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt ordinances to approve adjustments to the FY2022-23 budget.

BACKGROUND

Staff monitors and reviews the budget throughout the year to ensure compliance with the annual budget ordinance. Staff has identified the following adjustments to the FY2022-23 budget:

1. Roseville Youth Sports Coalition Fund/Citywide Park Fund

Beginning in FY2019-20, expenditures made on behalf of the Youth Sports Coalition (YSC) were charged to the Citywide Park Fund without the appropriate offsetting reimbursement from the Roseville YSC Fund. This budget adjustment will correct the reimbursement by moving \$45,000 from Fund 1201 to Fund 3303 to ensure the fund balance reflects actual spending by the Youth Sports Coalition. Additionally, Fund 1201 did not have any budget authority for FY2022-23, and this budget adjustment will establish the budget for current expenses totaling \$22,302 for reimbursement to sports leagues and scholarships.

2. Roseville Aquatics Maintenance Fund/General Fund

In FY2021-22, the annual Roseville Aquatics Maintenance Fund transfer to the Aquatics Operations budget in the General Fund was not completed. This budget adjustment will correct this by moving \$78,579 from the Roseville Aquatics Maintenance Fund to the General Fund to ensure the fund balance reflects actual spending per the agreement with the Roseville Joint Union High School District.

3. Roseville Energy Park Exterior Paint Project

This project ended over budget by \$47. This budget adjustment will apply \$47 from the available resources in the Electric Fund to the project budget to correct this overage. This project will then be closed.

4. General Fund Annexation Payments

The City's annexation payments to Placer County (based on tax-sharing agreements with the

County for the City's annexation areas) will come in higher than expected. This budget adjustment will increase the expenditure budget for these payments by \$245,000 but will be offset by an equal revenue increase from secured property taxes, which are higher than budgeted. This adjustment will bring the City's total estimated annexation payments for FY2022-23 to \$10,145,000.

5. American Rescue Plan Act (ARPA) Project Revenue

This \$1,099,308 budget adjustment is requested to recognize revenue for City Council-approved projects using federal American Rescue Plan Act (ARPA) funds.

6. Transit Fund/Transit Shuttle Fee Fund

The Transit Shuttle Service Fee applies to the West Roseville Specific Plan and provides funding for a shuttle service between that area and the I-80/Watt Avenue light rail station. This budget adjustment of \$200,000 is to move FY2022-23 fee revenue collected in the Transit Fund to the new Transit Shuttle Service Fee Fund.

7. General Fund Capital Reserve Fund/Strategic Improvement Fund

This request transfers \$4 million from the General Fund Capital Reserve Fund to the Strategic Improvement Fund to pay for part of the Westbrook Boulevard - Segment 4 project. In May 2023, the City Council approved funding this project with \$4 million from the Strategic Improvement Fund. After City Council approval, staff determined that adequate funds for this project were available in the General Fund Capital Reserve Fund. This \$4 million is fully reimbursable.

8. Emergency Repair at SPCA

This budget adjustment of \$53,400 is needed to fund the replacement of two HVAC units at the Placer SPCA. This request covers the replacement of the units and costs associated with the temporary heating of the space while the new units are on order. In April 2023, these funds were approved for General Fund contingency to facilitate the unit purchases, and now the amount is being transferred into a new project (HVAC Unit Replacement at Placer SPCA) in the Facility Rehabilitation Fund.

9. Closure of the General Capital Projects Fund

This Budget Adjustment is requested to close the General Capital Project (GCP) Fund. Available GCP Fund balances (\$96,336) in the City Facilities Security Improvements (400013) Capital Improvement Project (CIP) will be moved to the General Fund and reappropriated in an equivalent amount within the CIP. The 800 Mhz Radio System Replacement CIP (400091) has a remaining balance of \$244,974 in the GCP Fund. This budget adjustment will reduce this project budget by \$244,974 and prepare the 800 Mhz Radio System Replacement CIP for closure. \$240,403 of this funding will be moved to the IT Replacement Fund and reappropriated in the East Radio Site Project (400126), and \$4,571 will be moved to the FY2020-21 Security Upgrades Project (500121) to address higher than anticipated expenditures. Available GCP Fund balances of \$46,165 in the Saugstad Park Renovations CIP (400122) and \$17,811 in the Children's Art Center CIP (400132) will be moved to the Facility Rehabilitation Fund and reappropriated in the same amount within these CIPs. The remaining available balance of \$7,249 in the GCP Fund will be split between the IT Replacement Fund and the Facility Rehabilitation Fund.

10. Facility Rehabilitation Fund

This \$100,000 budget adjustment is requested to fund unanticipated leave payouts in FY2022-23 and lower than anticipated labor charges to projects.

11. Workers Compensation Fund

This \$550,000 budget adjustment is requested to fund higher than anticipated workers compensation claims in FY2023.

FISCAL IMPACT

There are adequate resources available in each fund for the recommended budget adjustments. The Roseville Aquatics Maintenance Fund budget adjustment provides \$78,579 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 budget adjustments meet the above criteria and are not subject to CEQA. No additional environmental review is required.

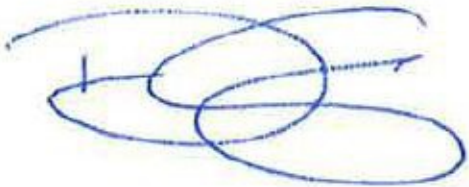
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Respectfully Submitted,

Scott Pettingell, Assistant Finance Director

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6673

1 - PRL - Youth Sports League Transfer

Ordinance 6674

2 - PRL - RAC Maintenance Funds

Ordinance 6675

3 - PW - Project Closure

Ordinance 6676

4 - FIN - Annexation Payment

Ordinance 6677

5 - FIN - ARPA Revenues

Ordinance 6678

6 - PW - Transit Shuttle Fee Fund

Ordinance 6679

7 - FIN - Transfer - Capital Reserve to SIF

Ordinance 6680

8 - PW - HVAC SPCA

Ordinance 6681

9 - FIN - General Capital Projects Fund Closure

Ordinance 6682

10 - PW - Facility Rehab Fund

Ordinance 6683

11 - HR - Workers Compensation Fund

ORDINANCE NO. 6673

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 Roseville Youth Sports Coalition Fund/Citywide Park Fund.

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: Rendi Hodge, Management Analyst FISCAL YEAR: 2022-23
PREPARER NAME & TITLE: Rendi Hodge, Management Analyst COUNCIL DATE (if applicable): 6/21/23
DEPARTMENT/DIVISION: Parks, Recreation & Libraries/PRL Admin ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1201	6801	10001		45,000	Transfer funds from Fund 1201 to Fund 3303
1201	5388	58130		17,802	Establish budget for YSC reimbursement to leagues
1201	5585	58130		4,500	Establish budget for YSC scholarships
TOTAL				67,302	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3303	4801	10001		45,000	Transfer funds from Fund 1201 to Fund 3303
TOTAL				45,000	

NET ADJUSTMENT	22,302	
----------------	--------	--

FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3303				45,000	Increase in available resources
1201				(67,302)	Decrease in available resources
TOTAL				(22,302)	

Justification for Budget Adjustment:

The Parks, Recreation & Libraries Department requests a budget adjustment of \$67,302 to allocate a \$22,302 budget for Fund 1201 (Youth Sports Coalition) and correct a \$45,000 expense charged to Fund 3303 (Citywide Park). Beginning in FY2019-20, expenditures made on behalf of the Youth Sports Coalition (YSC) were charged to Fund 3303 (Citywide Park) without the appropriate offsetting reimbursement from Fund 1201 (YSC). This budget adjustment will correct the reimbursement by moving \$45,000 from Fund 1201 to Fund 3303 to ensure the fund balance reflects actual spending by the Youth Sports Coalition. Additionally, Fund 1201 did not have any budget authority for FY2022-23, and this budget adjustment will establish the budget for current expenses totaling \$22,302 for reimbursement to sports leagues and scholarships. There is no impact on the General Fund.

REQUIRED APPROVALS:

06/06/2023

REQUESTING DEPARTMENT HEAD / DESIGNEE

DATE

Dennis Kauffman

Digitally signed by Dennis Kauffman
Date: 2023.06.08 22:04:35 -07'00'

CHIEF FINANCIAL OFFICER / DESIGNEE

DATE

Scott
Pettingell

Digitally signed by Scott
Pettingell
Date: 2023.06.06 12:58:04
-07'00'

BUDGET MANAGER / DESIGNEE

DATE

CITY MANAGER / DESIGNEE

DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY

DATE

Revised: June 24, 2019

ORDINANCE NO. 6674

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 Roseville Aquatics Maintenance Fund/General Fund.

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: Rendi Hodge, Management Analyst FISCAL YEAR: FY2022-23
PREPARER NAME & TITLE: Rendi Hodge, Management Analyst COUNCIL DATE (if applicable): 6/21/23
DEPARTMENT/DIVISION: Parks, Recreation & Libraries/PRL Admin ORDINANCE: _____

Expenditures/Expenses/Transfers Out

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2551	6801	10001		78,579	Transfer of FY22 Roseville Aquatics Maintenance Fund annual payment to Aquatics Operations (General Fund) as part of an agreement with school district
TOTAL				78,579	

Revenues/Transfers In

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	4801	10001		78,579	Transfer funds from Fund 2551 to 1001 for FY22 RAC Maintenance annual payment to Aquatics Operations
TOTAL				78,579	

NET ADJUSTMENT	-
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Available Resources

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001				78,579	Increase available resources
2551				(78,579)	Decrease available resources
TOTAL				-	

Justification for Budget Adjustment:

In FY2021-22, the annual RAC Maintenance Fund journal entry was not completed and the funds were not transferred from Fund 2551 (RAC Maintenance Fund) to the Aquatics Operations budget in the General Fund (1001.58260). This budget adjustment will correct the reimbursement by moving funds from Fund 2551 to Fund 1001 to ensure the fund balance reflects actual spending by the RAC Maintenance Fund per the agreement with the Roseville Joint Union High School District.

REQUIRED APPROVALS:		Digitally signed by Nancy Rothlisberger Date: 2023.06.01 17:13:10 -07'00'	
 05/31/2023		Nancy Rothlisberger	
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	BUDGET MANAGER / DESIGNEE	DATE
Dennis Kauffman	Digitally signed by Dennis Kauffman Date: 2023.06.02 10:03:46 -07'00'		
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE
BUDGET DEPARTMENT USE ONLY:			
POSTED BY	DATE		

ORDINANCE NO. 6675

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 Roseville Energy Park Exterior Paint 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: Natalya Lakhno, Budget Analyst FISCAL YEAR: 2022-23
PREPARER NAME & TITLE: Natalya Lakhno, Budget Analyst COUNCIL DATE (if applicable): 6/21/23
DEPARTMENT/DIVISION: Finance / Budget ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6001	5433	84701	500209	47	Increase budget to close project 500209
TOTAL				47	

REVENUES/TRANSFERS IN

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

NET ADJUSTMENT	47
----------------	----

FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6001				(47)	Decrease Electric Fund balance - project 500209
TOTAL				(47)	

Justification for Budget Adjustment:

The following Capital Improvement Project is completed and ready for closure.
500209 - FY2021-22 Roseville Energy Park Exterior Paint
Variance is due to costs coming in over budget estimates.
This \$47 Budget Adjustment is requested to increase the existing budget to close the project.

		REQUIRED APPROVALS:							
REQUESTING DEPARTMENT HEAD / DESIGNEE		DATE		BUDGET MANAGER / DESIGNEE					
Dennis Kauffman		6-1-23		Nancy Rothlisberger					
Digitally signed by Dennis Kauffman				Digitally signed by Nancy Rothlisberger					
Date: 2023.06.02 10:04:19 -07'00'				Date: 2023.06.01 16:53:36 -07'00'					
CHIEF FINANCIAL OFFICER / DESIGNEE		DATE		CITY MANAGER / DESIGNEE					
BUDGET DEPARTMENT USE ONLY:									
POSTED BY		DATE							

Revised: June 24, 2019

ORDINANCE NO. 6676

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 General Fund Annexation payments.

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: Scott Pettingell, Assistant Finance Director FISCAL YEAR: 2022-23
PREPARER NAME & TITLE: Natalya Lakhno, Budget Analyst COUNCIL DATE (if applicable): 6/21/23
DEPARTMENT/DIVISION: Finance / Budget ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	5585	10011		245,000	Increase expenditure budget for annexation payments
TOTAL				245,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	4001	10001		245,000	Increase in Secured Property Tax revenues
TOTAL				245,000	

NET ADJUSTMENT	-
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FUND BALANCE

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

Justification for Budget Adjustment:

This adjustment is recommended to increase the budget for annexation payments, which are paid based on the City's tax-sharing agreements with Placer County in annexation areas. The brings the City's total estimate payment for FY2022-23 to \$10,145,000. The increase is proposed to be funded by higher than anticipated secured property tax revenues.

Dennis Kauffman Digitally signed by Dennis Kauffman Date: 2023.06.02 10:04:46 -07'00'		REQUIRED APPROVALS:		Nancy Rothlisberger Digitally signed by Nancy Rothlisberger Date: 2023.06.01 13:03:15 -07'00'	
REQUESTING DEPARTMENT HEAD / DESIGNEE		DATE		BUDGET MANAGER / DESIGNEE	
Dennis Kauffman Digitally signed by Dennis Kauffman Date: 2023.06.02 10:05:02 -07'00'					
CHIEF FINANCIAL OFFICER / DESIGNEE		DATE		CITY MANAGER / DESIGNEE	
BUDGET DEPARTMENT USE ONLY:					
POSTED BY		DATE			

Revised: June 24, 2019

ORDINANCE NO. 6677

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 American Rescue Plan Act (ARPA) project revenue.

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: Scott Pettingell, Assistant Finance Director FISCAL YEAR: 2022-23
PREPARER NAME & TITLE: Natalya Lakhno, Budget Analyst COUNCIL DATE (if applicable): 6/21/23
DEPARTMENT/DIVISION: Finance / Budget ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

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

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2280	4401	10001		1,099,308	Establish revenue budget for projects
TOTAL				1,099,308	

NET ADJUSTMENT	(1,099,308)
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2280				1,099,308	Increase available resources
TOTAL				1,099,308	

Justification for Budget Adjustment:

This \$1,099,308 Budget Adjustment is requested to recognize revenue for City Council-approved projects using federal American Rescue Plan Act (ARPA) funds.

Dennis Kauffman Digitally signed by Dennis Kauffman Date: 2023.06.02 10:05:28 -07'00'		REQUIRED APPROVALS:		Nancy Rothlisberger Digitally signed by Nancy Rothlisberger Date: 2023.06.01 16:47:22 -07'00'	
REQUESTING DEPARTMENT HEAD / DESIGNEE		DATE		BUDGET MANAGER / DESIGNEE	
Dennis Kauffman Digitally signed by Dennis Kauffman Date: 2023.06.02 10:05:44 -07'00'					
CHIEF FINANCIAL OFFICER / DESIGNEE		DATE		CITY MANAGER / DESIGNEE	
BUDGET DEPARTMENT USE ONLY:					
POSTED BY		DATE			

Revised: June 24, 2019

ORDINANCE NO. 6678

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 Transit Fund/Transit Shuttle Fee Fund.

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: Scott Pettingell, Assistant Finance Director FISCAL YEAR: 2022-23
PREPARER NAME & TITLE: Natalya Lakhno, Budget Analyst COUNCIL DATE (if applicable): 6/21/23
DEPARTMENT/DIVISION: Finance / Budget ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6511	6801	10001		200,000	Transfer out of the Transit Fund into the Transit Shuttle Service Fee Fund
TOTAL				200,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6512	4801	10001		200,000	Transfer out of the Transit Fund into the Transit Shuttle Service Fee Fund
TOTAL				200,000	

NET ADJUSTMENT	-
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6511				(200,000)	Decrease in available resources
6512				200,000	Increase in available resources
TOTAL				-	

Justification for Budget Adjustment:

This \$200,000 Budget Adjustment is requested to transfer revenues collected in the Transit Fund into the new Transit Shuttle Service Fee Fund. The Transit Shuttle Service Fee applies to the West Roseville Specific Plan and provides funding for a shuttle service between the West Roseville Specific Plan area and the I-80/Watt Avenue light rail station.

Dennis Kauffman Digitally signed by Dennis Kauffman Date: 2023.06.02 10:06:42 -07'00'		REQUIRED APPROVALS:		Nancy Rothlisberger Digitally signed by Nancy Rothlisberger Date: 2023.06.01 13:07:40 -07'00'					
REQUESTING DEPARTMENT HEAD / DESIGNEE		DATE		BUDGET MANAGER / DESIGNEE					
Dennis Kauffman Digitally signed by Dennis Kauffman Date: 2023.06.02 10:07:05 -07'00'									
CHIEF FINANCIAL OFFICER / DESIGNEE		DATE		CITY MANAGER / DESIGNEE					
BUDGET DEPARTMENT USE ONLY:									
POSTED BY		DATE							

Revised: June 24, 2019

ORDINANCE NO. 6679

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 General Fund Capital Reserve Fund/Strategic Improvement Fund.

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: Scott Pettingell, Assistant Finance Director FISCAL YEAR: 2022-23

PREPARER NAME & TITLE: Natalya Lakhno, Budget Analyst COUNCIL DATE (if applicable): 6/21/23

DEPARTMENT/DIVISION: Finance / Budget ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1012	6801	10001		4,000,000	Transfer out of the General Fund Capital Reserve Fund into the Strategic Improvement Fund
TOTAL				4,000,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1030	4801	10001		4,000,000	Transfer out of the General Fund Capital Reserve Fund into the Strategic Improvement Fund
TOTAL				4,000,000	

NET ADJUSTMENT	-
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1012				(4,000,000)	Decrease available resources
1030				4,000,000	Increase available resources
TOTAL				-	

Justification for Budget Adjustment:

This request transfers \$4 million from the General Fund Capital Reserve Fund to the Strategic Improvement Fund to pay for part of the Westbrook Boulevard - Segment 4 project (500413). In May 2023, the City Council approved funding this project with \$4 million from the Strategic Improvement Fund. After City Council approval, staff determined that adequate funds for this project were available in the General Fund Capital Reserve Fund. This \$4 million is fully reimbursable.

Dennis Kauffman Digitally signed by Dennis Kauffman Date: 2023.06.02 10:52:39 -07'00'		REQUIRED APPROVALS:		Nancy Rothlisberger Digitally signed by Nancy Rothlisberger Date: 2023.06.02 10:37:09 -07'00'	
REQUESTING DEPARTMENT HEAD / DESIGNEE Dennis Kauffman Digitally signed by Dennis Kauffman Date: 2023.06.02 10:52:55 -07'00'		DATE		BUDGET MANAGER / DESIGNEE	
CHIEF FINANCIAL OFFICER / DESIGNEE		DATE		CITY MANAGER / DESIGNEE	
BUDGET DEPARTMENT USE ONLY:					
POSTED BY		DATE			

Revised: June 24, 2019

ORDINANCE NO. 6680

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 emergency repairs at the Placer County Society for the Prevention of Cruelty to Animals facility.

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: Mike Tarczy, Facilities Supervisor FISCAL YEAR: 2022/2023
PREPARER NAME & TITLE: Daniel Leonardich, Management Analyst COUNCIL DATE (if applicable): 6/21/23
DEPARTMENT/DIVISION: Public Works ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	5421	62501		(53,400)	Decrease previously established budget from GF contingency
4065	5417	84001	500416	53,400	Establish budget to replace two HVAC units at the Placer SPCA
1001	5528	62501		53,400	Increase budget to replace two HVAC units at the Placer SPCA
TOTAL				53,400	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4065	4251	62501		53,400	Increase budget to replace two HVAC units at the Placer SPCA
TOTAL				53,400	

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 needed to fund the replacement of two HVAC units at Placer SPCA. This request covers the replacement of the units as well as costs associated with the temporary heating of the space while the new units are ordered. This request will fully fund the replacement of the units. These funds were previously approved for General Fund contingency on 4/11/23 to facilitate the unit purchases and now the amount is being transferred into project 500416 in the Facility Rehabilitation Fund.

		REQUIRED APPROVALS:							
REQUESTING DEPARTMENT HEAD / DESIGNEE		DATE		BUDGET MANAGER / DESIGNEE					
Dennis Kauffman		6-1-23		Nancy Rothlisberger					
Digitally signed by Dennis Kauffman Date: 2023.06.02 10:08:37 -07'00'				Digitally signed by Nancy Rothlisberger Date: 2023.06.01 17:14:42 -07'00'					
CHIEF FINANCIAL OFFICER / DESIGNEE		DATE		CITY MANAGER / DESIGNEE					
BUDGET DEPARTMENT USE ONLY:									
POSTED BY		DATE							

Revised: June 24, 2019

ORDINANCE NO. 6681

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 closure of the General Capital Projects Fund.

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: Nancy Rothlisberger, Budget Manager FISCAL YEAR: 2022-23
PREPARER NAME & TITLE: Natalya Lakhno, Budget Analyst COUNCIL DATE (if applicable): 6/21/23
DEPARTMENT/DIVISION: Finance ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

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

REVENUES/TRANSFERS IN

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

NET ADJUSTMENT	-	
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FUND BALANCE

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

Justification for Budget Adjustment:

This Budget Adjustment is requested to close the General Capital Project (GCP) Fund. Available GCP Fund balances (\$96,336) in the City Facilities Security Improvements (400013) Capital Improvement Project (CIP) will be moved to the General Fund and reappropriated in an equivalent amount within the CIP. The 800 Mhz Radio System Replacement CIP (400091) has a remaining balance of \$244,974 in the GCP Fund. This budget adjustment will reduce this project budget by \$244,974 and prepare the 800 Mhz Radio System Replacement CIP for closure. \$240,403 of this funding will be moved to the IT Replacement Fund and reappropriated in the East Radio Site (400126), and \$4,571 will be moved to the FY2020-21 Security Upgrades Project (500121). Available GCP Fund balances of \$46,165 in the Saugstad Park Renovations CIP (400122) and \$17,811 in the Childrens Art Center CIP (400132) will be moved to the Facility Rehabilitation Fund and reappropriated in the same amount within these CIPs. The remaining available balance of \$7,249 in the GCP Fund will be split between the IT Replacement Fund and the Facility Rehabilitation Fund.

REQUIRED APPROVALS:	
Dennis Kauffman Digitally signed by Dennis Kauffman Date: 2023.06.02 10:18:04 -07'00'	Scott Pettingell Digitally signed by Scott Pettingell Date: 2023.06.02 09:23:31 -07'00'
REQUESTING DEPARTMENT HEAD / DESIGNEE Dennis Kauffman Digitally signed by Dennis Kauffman Date: 2023.06.02 10:18:20 -07'00'	BUDGET MANAGER / DESIGNEE
CHIEF FINANCIAL OFFICER / DESIGNEE	CITY MANAGER / DESIGNEE
BUDGET DEPARTMENT USE ONLY:	
POSTED BY	DATE

Revised: June 24, 2019

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3110	6587	84001	400013	(96,336)	Reduce project budget-400013 City Facilities Security Improvements
3110	6801	10001		96,336	Transfer funds from Fund 3110 - General Capital Projects to Fund 1001 General Fund project 400013
1001	6587	84001	400013	96,336	Increase project budget for Fund 1001 project 400013
3110	6587	84001	400091	(244,974)	Reduce project budget-400091 800 Mhz Radio System Replacement
3110	5433	84001	500121	4,571	Increase project budget-500121 FY2020-21 Security Upgrades
3110	5540	32101		240,403	Transfer funds from Fund 3110 to Fund 4105-IT Replacement Fund - project 400126
4105	6587	84001	400126	240,403	Increase project budget for Fund 4105-project 400126 East Radio Site Relocation
3110	6587	84001	400122	(46,165)	Reduce project budget-400122 Saugstad Park Renovations
3110	5528	58130		46,165	Transfer funds from Fund 3110 to Fund 4065-Facility Rehab Fund project 400122
4065	6587	84001	400122	46,165	Increase project budget for Fund 4065-project 400122
3110	6587	84001	400132	(17,811)	Reduce project budget-400132 Childrens Art Center
3110	5528	58130		17,811	Transfer funds from Fund 3110 to Fund 4065-project 400132
4065	6587	84001	400132	17,811	Increase project budget for Fund 4065-project 400132
3110	6801	10001		7,249	Transfer remaining funds from Fund 3110 to Fund 4105 and Fund 4065
TOTAL				407,964	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	4801	10001		96,336	Transfer funds from Fund 3110 to Fund 1001-project 400013
4105	4251	32101		240,403	Transfer funds from Fund 3110 to Fund 4105-project 400091
4065	4251	58130		46,165	Transfer funds from Fund 3110 to Fund 4065-project 400122
4065	4251	58130		17,811	Transfer funds from Fund 3110 to Fund 4065-project 400132
4105	4801	10001		3,625	Transfer funds from Fund 3110 to Fund 4105
4065	4801	10001		3,624	Transfer funds from Fund 3110 to Fund 4065
TOTAL				407,964	

NET ADJUSTMENT	-
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3110				(7,249)	Decrease in available resources
4105				3,625	Increase in available resources
4065				3,624	Increase in available resources
TOTAL				-	

ORDINANCE NO. 6682

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 Facility Rehabilitation Fund.

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: Daniel Leonardich, Management Analyst FISCAL YEAR: FY23
PREPARER NAME & TITLE: Daniel Leonardich, Management Analyst COUNCIL DATE (if applicable): 6/21/23
DEPARTMENT/DIVISION: Public Works ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4065	5045	62530		100,000	Increase expenditure budget to cover high leave payouts
TOTAL				100,000	

REVENUES/TRANSFERS IN

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

NET ADJUSTMENT	100,000
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4065				(100,000)	Decrease in available resources
TOTAL				(100,000)	

Justification for Budget Adjustment:

This \$100,000 Budget Adjustment is requested to fund unanticipated high leave payouts in FY2023 and lower than anticipated labor charges to projects.

 REQUESTING DEPARTMENT HEAD / DESIGNEE Dennis Kauffman Digitally signed by Dennis Kauffman Date: 2023.06.02 10:11:26 -07'00'		REQUIRED APPROVALS:  Nancy Rothlisberger Digitally signed by Nancy Rothlisberger Date: 2023.06.01 17:15:32 -07'00'	
DATE		DATE	
CHIEF FINANCIAL OFFICER / DESIGNEE		CITY MANAGER / DESIGNEE	
DATE		DATE	
BUDGET DEPARTMENT USE ONLY:			
POSTED BY		DATE	

Revised: June 24, 2019

ORDINANCE NO. 6683

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 Workers Compensation Fund.

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: Virginia Bolman, Risk Manager FISCAL YEAR: 2022-23
PREPARER NAME & TITLE: Natalya Lakhno, Budget Analyst COUNCIL DATE (if applicable): 6/21/23
DEPARTMENT/DIVISION: Human Resources ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4211	5503	28010		550,000	Increase expenditure budget for WC claims
TOTAL				550,000	

REVENUES/TRANSFERS IN

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

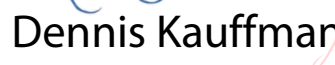
NET ADJUSTMENT	550,000
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4211				(550,000)	Decrease in available resources
TOTAL				(550,000)	

Justification for Budget Adjustment:

This \$550,000 Budget Adjustment is requested to fund higher than anticipated workers compensation claims in FY2023.

 REQUESTING DEPARTMENT HEAD / DESIGNEE		REQUIRED APPROVALS: 6.1.23 DATE	 Nancy Rothlisberger Digitally signed by Nancy Rothlisberger Date: 2023.06.01 17:16:22 -07'00'	
 Dennis Kauffman Digitally signed by Dennis Kauffman Date: 2023.06.02 10:11:56 -07'00'			BUDGET MANAGER / DESIGNEE	DATE
CHIEF FINANCIAL OFFICER / DESIGNEE		DATE	CITY MANAGER / DESIGNEE	DATE
BUDGET DEPARTMENT USE ONLY:				
POSTED BY		DATE		

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 2798

File #: 0709-02-01

Title: HOUSING AUTHORITY/CITY COUNCIL - Quarterly Status Update

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

Meeting Date: 6/21/2023

Item #: 7.28.

RECOMMENDATION TO COUNCIL

The City Council, acting as the Roseville Housing Authority Board, is not required to take any action on this item. This quarterly report is for informational purposes only.

BACKGROUND

Pursuant to the bylaws of the Roseville Housing Authority (RHA), the City Council, acting as the governing board for the Housing Authority, holds its quarterly meeting the first Wednesday of March, June, September, and December, or as soon as possible thereafter. Staff has prepared the following status report regarding lease-up activity for the Housing Choice Voucher (HCV) Program. The HCV Program provides income-qualified households in Roseville and Rocklin with rental assistance using funding from the US Department of Housing and Urban Development (HUD). This assistance is utilized at rental units that meet program specific housing standards, are owned by a willing property owner, and are within Roseville or Rocklin city limits. This rental assistance ensures that the household can afford to live in safe and decent housing. During the first quarter of 2023 there were 628 vouchers utilized in Roseville, 109 vouchers being utilized in Rocklin, and 2 in other jurisdictions (approved transfers out of the area) for a total of 739 families receiving rental assistance through RHA.

RHA is authorized to provide 823 households with HCV rental assistance. RHA also has several special voucher programs including 50 Emergency Housing Vouchers (EHV) providing rental assistance to individuals and families who are experiencing homelessness or at risk of experiencing homelessness; 75 vouchers allocated specifically for families on the waiting list with a head-of-household or partner that are non-elderly and disabled (NED vouchers) and 43 Mainstream vouchers assist households who have a non-elderly head of household or partner with a disability and are transitioning out of institutional or other segregated settings, are currently homeless, or at risk of becoming homeless.

In its efforts to expand affordable housing opportunities, Roseville Housing Authority continues to

apply for additional vouchers and administrative fees when award or NOFA applications are made available from HUD to Public Housing Authorities (PHAs). RHA applied for additional Veterans Affairs Supportive Housing (VASH) vouchers and was awarded 10 additional vouchers in February 2023 which brings our total to 85 vouchers for veteran households that come via referral from the Veterans Affairs (VA) Department. Veterans receive case management from HUD VASH caseworkers which assist them with managing day to day life challenges, paperwork, and housing search. Close collaboration and communication with the VA and RHA has reduced the time in determining eligibility which allows veterans to receive a voucher quickly and begin the process of finding a suitable unit.

In March 2023 senior staff attended a funding meeting with the Continuum of Care (CoC) where RHA was awarded \$100,000 to assist in landlord recruitment efforts. Advocates for Mentally Ill Housing (AMIH) and RHA collaborated during the meeting to offer an additional \$50,000 in landlord incentives. Current HUD funding does not allow for any incentives. These new funds allowed RHA to create a Landlord Incentive Program and began offering an incentive of \$1,000 for each new contract with a voucher holder to assist with recruitment of new landlords to the HCV program.

RHA administers the Family Self-Sufficiency Program (FSS) which is a component of the HCV program that provides additional assistance to families who are working to become free of public assistance. RHA is collaborating with Placer County Housing Authority (PCHA) in running our FSS programs and our shared Program Coordinating Committee (PCC) is made up of Placer County agencies and businesses to assist the housing authorities in securing commitments of public and private resources for operation of the FSS program. The first quarter meeting of the PCC was exciting and productive with PCHA, Placer County, and RHA establishing an inter-agency referral process.

During the first quarter of 2023, housing authority staff attended the HUD sponsored National Standards for the Physical Inspection of Real Estate (NSPIRE) training in Oakland. The Housing Quality Standards (HQS) inspections will be replaced by NSPIRE. The new model prioritizes health, safety and functional defects over appearance and implements inspections that better reflect the true physical conditions of the property with increased inspection consistency. HUD has given a deadline of October 2023 for Public Housing Authorities (PHAs) operating HCV programs to adopt the NSPIRE model. In February and March 2023 RHA, along with Housing Division staff, took part in two community volunteer opportunities. Staff filled food boxes with the Placer County Food Bank and distributed fresh produce and food to elderly and disabled residents of the Maidu Village Apartment complexes.

Each housing authority is required to be at least 95% leased-up for its voucher allocation or utilizing at least 95% of its annual budget authority to remain in compliance with HUD's requirements. The lease-up rate for a calendar year cannot exceed 100% of its allocation of vouchers (per voucher type), and/or 100% expenditure of its annual budget allocation for the program. Agencies leasing up or expending 98% or more of its allocated vouchers and/or budget can reach high-performing status. RHA continues to meet HUD program requirements for high-performing status through 100% expenditure of its annual budget allocation. The attached table provides a monthly summary of RHA's voucher programs for the first quarter of 2023.

FISCAL IMPACT

This Housing Authority Quarterly Status Report does not create any additional cost to the City's General Fund.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

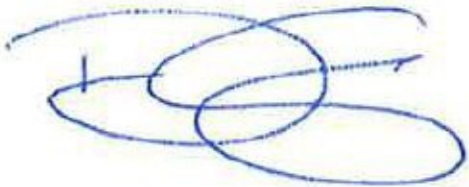
Goal C - Maintain a safe and healthy community

Goal D - Enhance economic vitality

Respectfully Submitted,

Suzi Cook-Turner, Housing Supervisor

Melissa Anguiano, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

RHA 1st Quarter 2023

Roseville Housing Authority Voucher Lease-up 1st Quarter 2023

2023	Actual Lease-up of Regular	10-HUD Regular (570)	Actual Lease-up of Non-Elderly Disabled	5-HUD Non-Elderly Disabled (75)	Actual Lease-up of VASH	11-HUD VASH (85)	Actual Lease-up of Mainstream	12-HUD Mainstream (43)	Actual Lease-up of EHV	21-HUD Emergency Housing Vouchers (EHV) (50)
Jan-23	528	570	75	75	59	75	35	43	35	50
Feb-23	526	570	75	75	59	85	34	43	35	50
Mar-23	532	570	74	75	58	85	33	43	35	50
YTD Total	1586	1710	224	225	176	245	102	129	105	150
YED % Leased	92.7%		99.6%		71.8%		79.1%		70.0%	



COUNCIL COMMUNICATION

CC #: 2783

File #: 0201

Title: Fiscal Year 2022-23 Second Quarter Financial Report

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

Meeting Date: 6/21/2023

Item #: 7.29.

RECOMMENDATION TO COUNCIL

This is an informational item and requires no City Council action.

BACKGROUND

The attached second quarter financial report provides a summary of the City's financial position through the second quarter of FY2022-23 for (1) the General Fund, (2) the enterprise operating funds, and (3) revenues in other selected funds. This report is provided pursuant to the Budget Control section of the City Charter (Section 7.15).

FISCAL IMPACT

This item is a financial update only 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 §20165 and CEQA State Guidelines §15060(c)(3) and §15378. This second quarter financial report 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,

Scott Pettingell, Assistant Finance Director

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

FY2022-23 Second Quarter Financial Report



Fiscal Year 2022-23 Second Quarter Report

Second Quarter Report Fiscal Year 2022-23



Overview

This financial report provides an overview of the City's financial position through the second quarter of the fiscal year (FY) 2022-23 (July 1, 2022, through December 31, 2022) for:

- (1) the General Fund.
- (2) the major enterprise operating funds, and
- (3) revenues in other selected funds.

Considerations

General Fund revenues through the second quarter of FY2022-23 are trending to end the year modestly above estimates. Sales tax (Bradley Burns and Measure B) revenue growth has slowed compared to prior years and the combined revenue is forecasted to end the year slightly under budget by \$1.5 million. Based on the most recent estimates from the County Assessor and Auditor-Controller, property tax revenues are forecast to end the year above the budget estimate by \$1.7 million. With the passage of Measure C in November 2022, the City's transient occupancy tax (TOT), also known as hotel tax, is forecasted to exceed the budget estimate by approximately \$1.6 million. Building permits, plan check fees, and engineering inspection fees will end the year above the budget target, and recreation program revenues have returned to pre-pandemic levels.

General Fund operating revenues collected through the second quarter are 25 percent of the budget. This collection rate is expected and is in line with prior years due to the timing associated with receiving some of the more significant tax revenue sources. The table and graph included in this report show cumulative General Fund operating revenue through the second quarter and a revenue budget to actual comparison. Following the table and graph are additional details on each of the City's major revenue streams.

The following factors should be taken into consideration when analyzing this information:

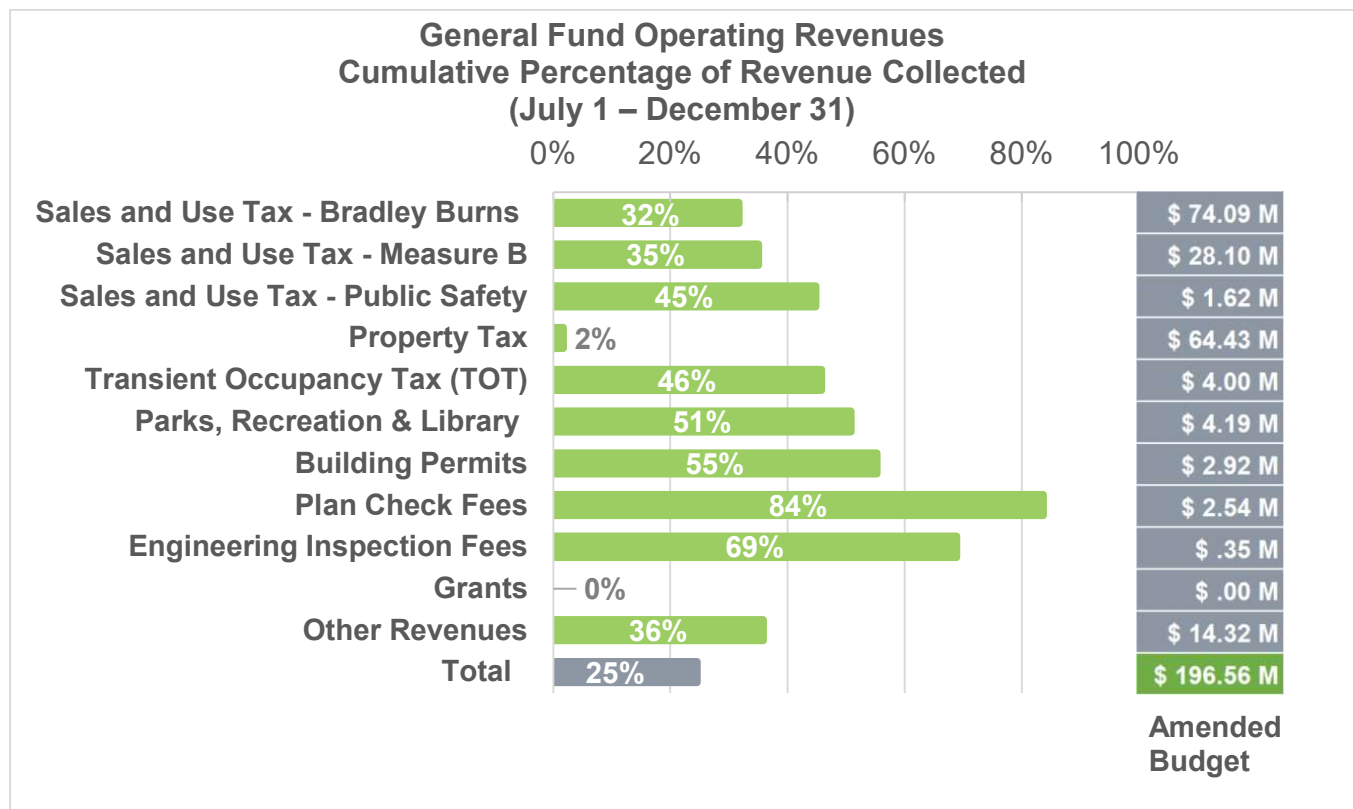
Sales and Use Tax is the largest General Fund revenue source. The City only receives four months of sales tax revenues by the end of the second quarter of each fiscal year due to the California Department of Tax and Fee Administration (CDTFA) processing timelines. Second quarter revenues are derived from taxable sales through October 2022, received in December.

Property Tax is the second largest General Fund revenue source, but most of this tax is received from the County Assessor and Auditor-Controller in the third (mid-January) and fourth (mid-May) quarters. This distribution schedule is why property tax revenue is tracking low at 2 percent in the following table and graph.

Transient Occupancy Tax (TOT) (also known as hotel tax) is derived from payments received by the City through December for hotel stays through November; therefore, the following charts only reflect five months of TOT revenues collected before the Measure C increase was effective.

Budget to Cumulative Revenue Comparison

Revenue Type	Budget to Cumulative Revenue Comparison (July 1 – December 31)			
	Amended Budget	Cumulative Revenues	Balance Remaining	% of Budget Collected
Sales and Use Tax - Bradley Burns	\$ 74,091,000	\$ 23,479,562	\$ (50,611,438)	32%
Sales and Use Tax - Measure B	28,100,000	9,840,473	(18,259,527)	35%
Sales and Use Tax - State Aid for Public Safety	1,622,000	726,652	(895,348)	45%
Property Tax	64,429,000	1,112,727	(63,316,273)	2%
Transient Occupancy Tax (TOT)	4,000,000	1,831,183	(2,168,817)	46%
Parks, Recreation & Library Programs	4,188,040	2,129,237	(2,058,803)	51%
Building Permits	2,920,836	1,614,095	(1,306,741)	55%
Plan Check Fees	2,537,000	2,122,583	(414,417)	84%
Engineering Inspection Fees	353,196	243,165	(110,031)	69%
Grants	-	33,590	33,590	0%
Other Revenues	14,316,957	5,136,982	(9,179,975)	36%
Total	\$196,558,029	\$ 48,270,249	\$(148,287,780)	25%



Bradley Burns and Measure B Sales Tax

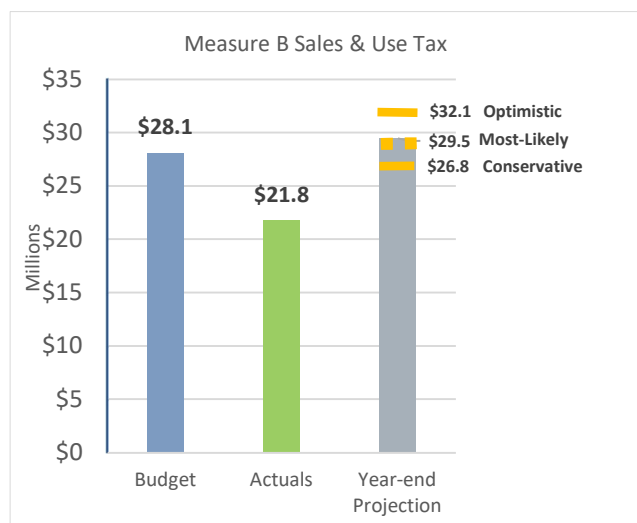
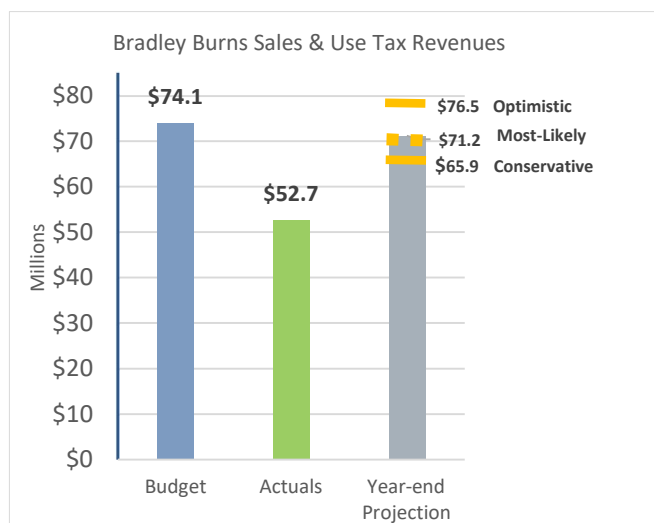
The City's Bradley Burns and Measure B sales and use tax revenues collected through the second quarter are 32 percent and 35 percent of the budget estimates, respectively. Sales tax revenue received through the second quarter is derived from taxable sales through October 2022.

To date, the City has received Bradley Burns and Measure B sales tax distributions from taxable sales through March. These amounts total \$52,724,607 in Bradley Burns sales tax and \$21,785,847 in Measure B sales tax. Fortunately, when developing the FY2022-23 budget, staff estimated that sales and use tax would end the year between the City sales tax consultant's conservative and most-likely estimates. The latest sales tax data indicate more slowing in sales and use tax growth than anticipated, which has resulted in our consultant shifting their estimates lower. The slower growth is related to a change in consumer behavior from taxable goods to other areas that were constrained during the pandemic such as services and travel as well as uncertainties around inflation, interest rates, and the potential for a slowdown or recession in 2023. The consultant's adjustment in the forecast indicates that Bradley Burns may end the year under the budget estimate by \$2.9 million, and Measure B may end the year above the estimate by \$1.4 million, for a projected net shortfall in sales tax revenue of just under \$1.5 million. The following charts show the consultant's latest conservative, most likely, and optimistic scenarios and a budget versus forecast comparison.

Updated Consultant Forecast	Conservative	Most-Likely	Optimistic
Sales and Use Tax - Bradley Burns	\$ 65,957,800	\$ 71,228,752	\$ 76,499,700
Sales and Use Tax - Measure B	26,824,100	29,477,064	32,130,000
Total	\$ 92,781,900	\$ 100,705,816	\$ 108,629,700

Budget Versus Updated Forecast	Budget	Most-Likely	Variance
Sales and Use Tax - Bradley Burns	\$ 74,091,000	\$ 71,228,752	\$ (2,862,248)
Sales and Use Tax - Measure B	28,100,000	29,477,064	1,377,064
Total	\$ 102,191,000	\$ 100,705,816	\$ (1,485,184)

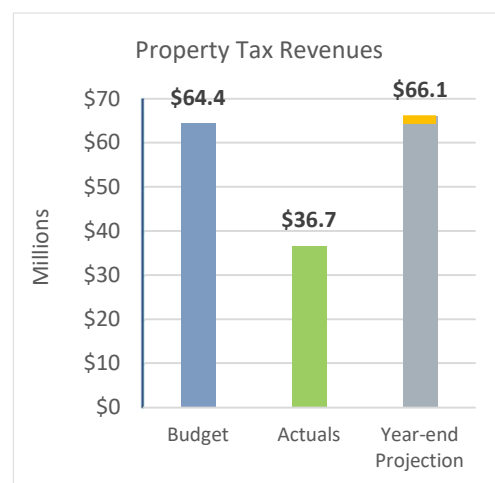
The graphs below show Bradley Burns and Measure B Sales and Use Tax revenues through the month of March as compared to budget and the updated year-end projection.



Additional Sales Tax Information: The City's sales tax consultant has prepared a Quarterly Report on Sales Tax and Business Activity. The report provides a list of the top 25 sales tax remitters, a summary of cash receipts, and sales tax data by economic category. A copy of the report is attached.

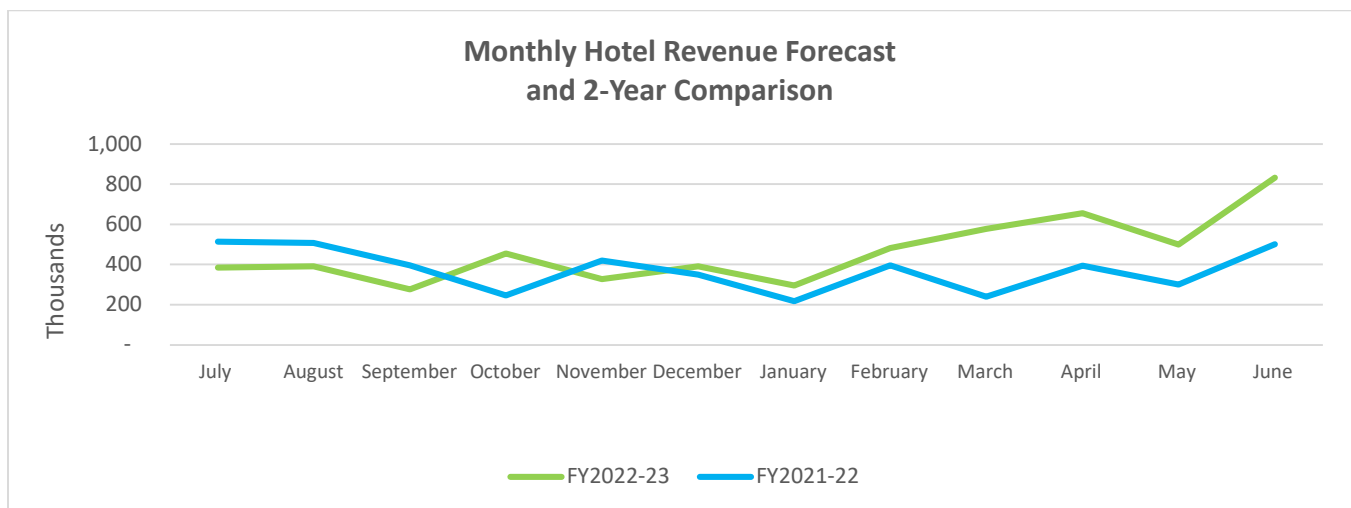
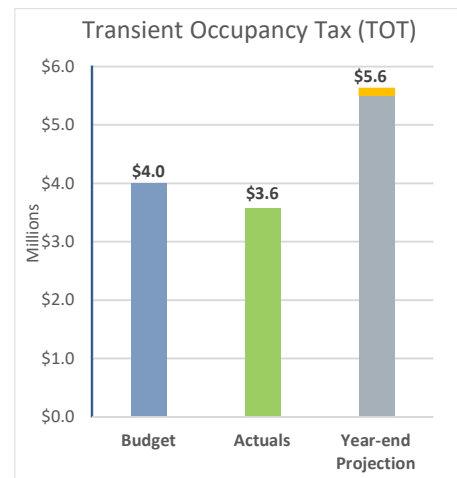
Secured, Unsecured, and Supplemental Property Tax

Property tax revenue for FY2022-23 is based on the assessed valuation as of January 1, 2022. The City receives most of this funding in the third and fourth quarters of the fiscal year. As of April 2023, the City has received \$36.7 million. Based on the information provided by the County Assessor and Auditor-Controller, and the City's property tax consultant, staff anticipates property tax collections of \$66 million, exceeding budget estimates by approximately \$1.7 million.



Transient Occupancy Tax (TOT)

Through the end of the second quarter, TOT revenues are at 46 percent of estimates (\$1.8 million for the months of July through November). TOT collected through March 2023 totals \$3.6 million, tracking 15 percent higher than budget estimates for the first nine months of the fiscal year. On November 8, 2022, Roseville voters approved Measure C to increase the City's TOT rate from 6 percent to 10 percent. The 10 percent tax rate went into effect on January 1, 2023. Based on the final TOT revenue of nearly \$4.5 million in FY2021-22, the higher rate would have generated an additional \$2.9 million of tax revenue for the General Fund last year. Accounting for Measure C, and assuming current trends continue, staff project that the City will end the year at \$5.6 million (approximately \$1.6 million above estimates). The following graph shows monthly TOT revenues and projected results for FY2022-23 compared to hotel tax revenue received in FY2021-22.



Parks, Recreation & Library (PR&L) Programs

Parks, Recreation & Libraries (PRL) program revenues are slightly above 50 percent for the second quarter at 51 percent, as a result of PRL revenues fluctuating throughout the year due to the seasonality of programming. Based on the current results, staff anticipates PRL is on track to meet its FY2022-23 revenue goals.

Building Permits, Plan Check Fees, Engineering Inspection Fees

Building permit, plan check, and engineering inspection fees are trending higher than budget during the second quarter due to sustained increases in the City's development activity. Staff anticipates that overall revenues will remain higher than budgeted through the end of the fiscal year.

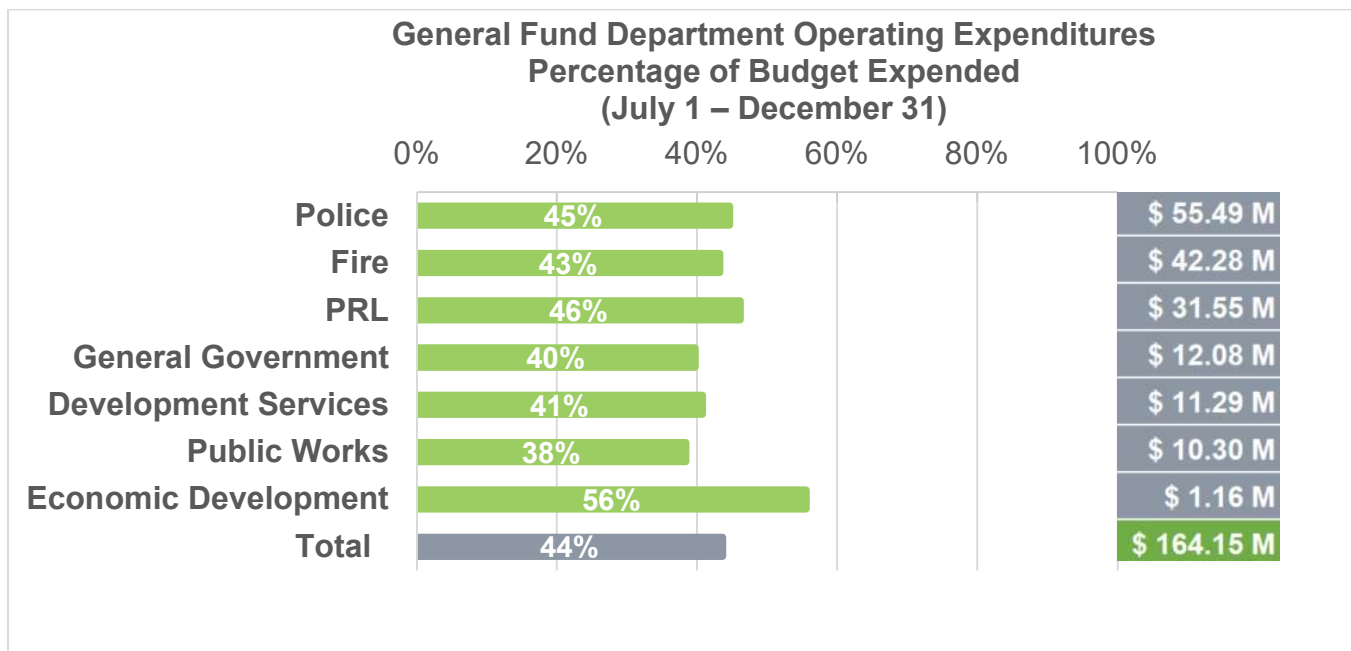
Other Revenues

Other revenues include reimbursements from the State, development reimbursement activity, property transfer tax, business license tax, rental payments, animal licensing, passport processing, permit, franchise, and other fees. As of the end of the second quarter, revenues in this category are tracking lower than target at 36 percent of budget estimates due to seasonality and timing of revenue collection. Revenues under this category are expected to be on budget by the end of the fiscal year.

General Fund: Operating Expenditures

Department	Budget to Cumulative Expenditure Comparison (July 1 – December 31)				% of Budget Expended
		Amended Budget	Cumulative Expenditures	Balance Remaining	
Police	\$	55,485,587	\$ 24,776,448	\$ 30,709,139	45%
Fire		42,278,347	18,275,437	24,002,910	43%
Parks, Recreation & Libraries		31,549,551	14,564,237	16,985,314	46%
General Government⁽¹⁾		12,081,446	4,800,581	7,280,865	40%
Development Services		11,291,582	4,603,846	6,687,736	41%
Public Works		10,301,065	3,955,060	6,346,005	38%
Economic Development & Housing		1,158,171	643,465	514,706	56%
Total	\$	164,145,749	\$ 71,619,074	\$ 92,526,675	44%

⁽¹⁾ General Government includes the following departments: City Council, City Manager's Office, City Attorney's Office, City Clerk, Finance, Public Affairs and Communications, and Human Resources.



General Fund expenditures are tracking below target compared to the budget at 44 percent through the first six months of the fiscal year. The slightly lower spending rate (44 percent versus 50 percent of the year elapsed) is primarily due to cost savings from vacant positions in Police; Fire; Parks, Recreation and Libraries; Development Services; Public Works; and other General Fund departments, and reduced spending levels for the first part of the fiscal year due to the timing of expenditures and supply chain delays.

The expenditure budget consumption for the Police and Fire Departments is below target at 45 percent and 43 percent, respectively. The Police Department experienced a high number of vacancies during the first quarter of the year. Due to the lengthy background check process for officers, the majority of vacant positions were not filled until after the second quarter. Fire expenditures are tracking lower than budget due to vacancies, timing of expenditures, and supply chain delays. The department expects to spend most of its expenditure budget by the end of the fiscal year.

Parks, Recreation, and Libraries Department (PRL) expenditures are at 46 percent of the budget through the second quarter primarily due to temporary and full-time position vacancies.

The lower than budget expenditure trend (41 percent of budget consumption) for Development Services is related to vacancies in the Building Inspection, Engineering, and Code Enforcement Divisions. Likewise, the Public Works department experienced salary savings due to vacancies through the end of the second quarter.

The Economic Development Department is tracking at 56 percent of the budget through the second quarter primarily due to membership and lease payments paid at the beginning of the fiscal year, and the timing associated with processing reimbursements for labor costs in the Housing Division. The Housing Division is budgeted in the General Fund and reimbursed from several housing-related funds (i.e., Housing Authority Housing Choice Voucher and Community Development Block Grant). Staff will process the necessary reimbursements to fully reimburse the General Fund by the end of the fiscal year.

Enterprise Funds: Operating Revenues and Expenditures

Revenues

Operating revenues in the Electric Fund through the second quarter are tracking slightly higher than budget due to increased retail sales attributable to stronger than expected customer usage during warmer than average temperatures. Waste Services

	Budget to Cumulative Revenue Comparison (July 1 – December 31)				% of Budget Collected
	Amended Budget	Cumulative Revenues	Balance Remaining		
Electric Operations	\$ 178,187,911	\$ 92,958,011	\$ (85,229,900)		52%
Water Operations	39,641,469	20,014,828	(19,626,641)		50%
Wastewater Operations	51,090,495	22,768,069	(28,322,426)		45%
Waste Services Operations	37,209,039	19,481,896	(17,727,143)		52%
Transit	7,546,559	276,499	(7,270,060)		4%
Transportation	1,925,345	51,267	(1,874,078)		3%
Youth Development	9,699,997	4,921,897	(4,778,100)		51%

revenues are slightly over budget target through the second quarter due to increased residential consumption and

new development. Wastewater revenues are tracking low at 45 percent due to the timing of expense reimbursements from regional partners expected to be collected during the third and fourth quarters.

The larger budget to actual variances in the Transit and Transportation enterprise funds are due to the timing associated with their primary funding streams. The majority of their revenue is realized in the last two quarters of the fiscal year. Transit operating revenue losses in passenger fares due to low ridership persist during FY2022-23. Transit operations will continue to receive support from the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 during the fiscal year to offset revenue losses.

Revenues in the Youth Development fund are at 51 percent of the budget through the second quarter of the fiscal year. The \$4.9 million cumulative revenues include a \$1.8 million subsidy from the City's allocation of American Rescue Plan Act (ARPA) funding. Without the subsidy, revenues in the Youth Development fund would be tracking at 32 percent of budget. Enrollment trends continue to improve; however, staff estimates that revenues will end the year below the budget target.

	Budget to Cumulative Expenditure Comparison (July 1 – December 31)			
	Amended Budget	Cumulative Expenditures	Balance Remaining	% of Budget Expended
Electric Operations	\$ 154,713,051	\$ 66,648,196	\$ 88,064,855	43%
Water Operations	37,846,414	14,830,128	23,016,286	39%
Wastewater Operations	49,552,662	22,250,382	27,302,280	45%
Waste Services Operations	38,205,760	15,758,036	22,447,724	41%
Transit	7,623,849	3,260,184	4,363,665	43%
Transportation	1,872,281	723,570	1,148,711	39%
Youth Development	9,139,196	3,347,454	5,791,742	37%

Expenditures

Operating expenditures for the Electric fund are under budget through the second quarter, primarily due to the timing of expenditures and lower power supply costs derived from a substantial increase in hydroelectric energy from the

Calaveras and South Feather projects. Environmental Utilities expenditures are tracking lower than budget due to vacancies and savings in professional services, training, and travel.

Transit and Transportation expenditures are lower than anticipated due to the timing of contracted services and vehicle purchases being delayed through the end of the year. Staff anticipates ending the year slightly under budget.

Expenses for the Youth Development Fund are at 37 percent through the second quarter of the fiscal year. While enrollment trends are still recovering, PRL staff continues to take measures to reduce operational costs to offset any revenue shortfall.

Other Revenue

The table presented shows revenues in the Fire Facilities, Public Facilities, and Strategic Improvement Funds (SIF) through the second quarter of

	Budget to Cumulative Revenue Comparison (July 1 – December 31)					% of Budget Collected
	FY2021-22 Actual	Amended Budget	Cumulative Revenues	Balance Remaining		
Fire Facilities	\$ 1,094,436	\$ 1,967,226	\$ 789,067	\$ (1,178,159)		40%
Public Facilities	2,853,280	4,629,811	2,475,890	(2,153,921)		53%
Strategic Improvement	3,644,545	2,444,423	934,719	(1,509,704)		38%

FY2021-22 and FY2022-23. The revenue estimates for these three funds are generally based on a multi-year trend analysis of forecasted single-family, multi-family, commercial development, and prior-year revenue collections. Revenues for the Fire Facilities and Strategic Improvement Funds ended the second quarter under revenue estimates at 40 percent and 38 percent, respectively. Staff anticipates that revenues in these funds will end the year on or above the budget target, due to the increase in development activity during the spring and summer months. The SIF cumulative revenue is significantly lower than the FY2021-22 actuals because the prior year's actuals included a \$2.5 million transfer from the Environmental Utilities Department for 243.4 acres of vacant land for future operational requirements.

City of Roseville



Quarterly Report on Sales Tax and Business Activity

Top 25 Sales Tax Remitters

ARCO AM/PM MINI MARTS
AUTONATION CHRYSLER DODGE JEEP RAM ROSEVILLE
AUTONATION HONDA
BMW OF ROSEVILLE
CARMAX AUTO SUPERSTORES
CHEVRON SERVICE STATIONS
COSTCO WHOLESALE
FUTURE FORD
FUTURE NISSAN
GMC RELIABLE
HOME DEPOT
JOHN L SULLIVAN CHEVROLET
LEXUS OF ROSEVILLE
MACY'S DEPARTMENT STORE
MCKESSON MEDICAL -SURGICAL
NIELLO ACURA
NORDSTROM DEPARTMENT STORE
ROSEVILLE HYUNDAI
ROSEVILLE KIA
ROSEVILLE TOYOTA & SCION
SAFeway SERVICE STATIONS
SAM'S CLUB
TARGET STORES
VANDERBEEK MOTORS
WAL MART STORES

Business Activity

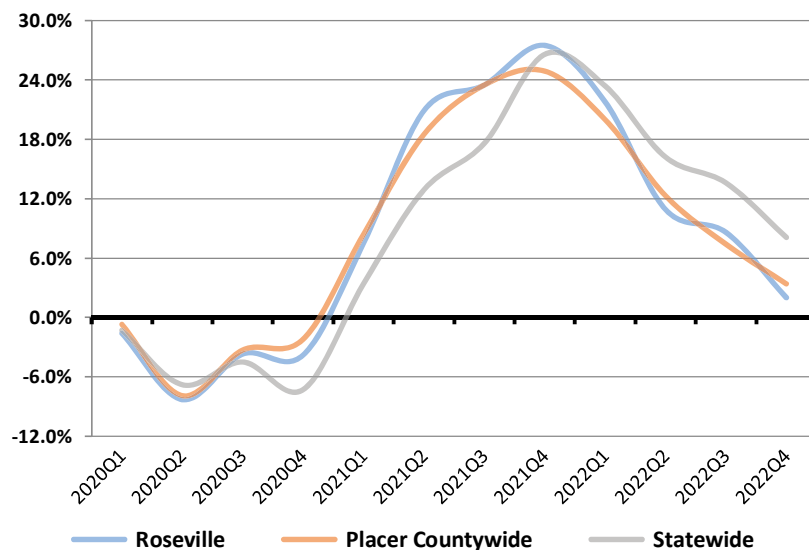
General Retail
Food Products
Transportation
Construction
Business To Business
TOTAL LOCAL BUSINESS ACTIVITY
COUNTYWIDE POOL ACTIVITY

4th Quarter 2022 in Review

California sales tax cash receipts increased by 3.1% from the same quarter last year. In this jurisdiction sales tax cash receipts decreased by 7.3% from the same quarter last year due to a decrease of \$136,398,000 in Taxable Sales.

Cash Receipts	Quarter	Annual
Roseville	-7.3%	2.0%
Placer Countywide Pool	-9.6%	1.0%
Placer Countywide	-3.1%	3.4%
Sacramento Valley Region	0.1%	5.4%
Statewide	3.1%	8.1%

Annualized Percent Change in Sales Tax Cash Receipts



Roseville		California	
Quarter	Annual	Quarter	Annual
0.5%	7.8%	-11.9%	-4.0%
10.0%	11.8%	-10.7%	2.1%
-12.7%	-1.3%	-7.7%	3.1%
3.6%	6.6%	-13.2%	-3.2%
6.3%	7.3%	-12.6%	-0.4%
-2.0%	4.7%	-10.9%	-0.5%
-13.5%	-0.5%	-4.8%	4.3%





News

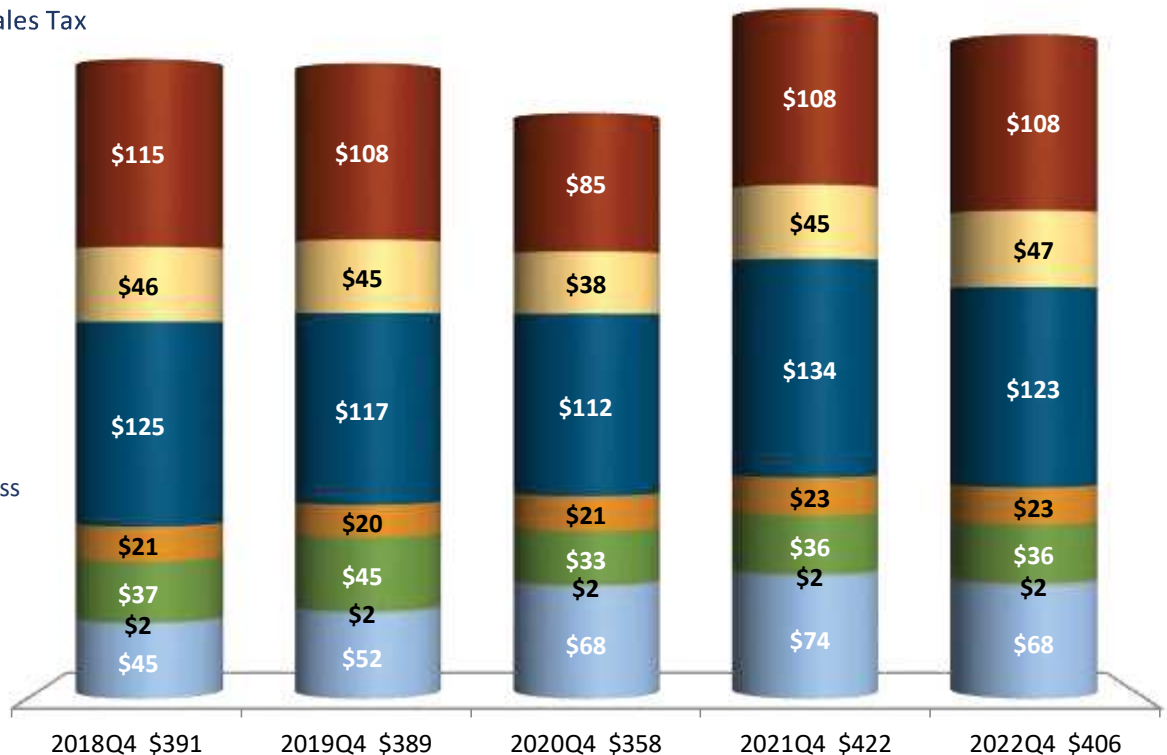
- Economic Activity:** Real Gross Domestic Product (GDP) increased at an annual rate of 2.7% in the fourth quarter of 2022. U.S. inflation decelerated slightly to 7.1% in November of 2022, while California's headline inflation was 5.9% year over year as of November of 2022. California's headline inflation improved 160 basis points from last quarter's annual inflation rate of 7.5%. (DIR, BEA, BLS, December Finance Bulletin)
- Employment:** The U.S. unemployment rate remained unchanged at 3.7% from October 2022 to November of 2022. California's unemployment rate increased slightly to 4.1% in November of 2022, 0.1 percentage point higher than October of 2022 rate of 4.0%. (BLS, December Finance Bulletin)
- Personal Income:** U.S. personal income increased by 5.6% for the fourth quarter of 2022, compared to same quarter previous year. Personal consumption and expenditures increased by 7.5% , resulting in a 43.5% decrease in US personal savings for the fourth quarter of 2022, compared to same quarter previous year. (BEA)

Roseville

Annual Per Capita Sales Tax

Adjusted for Inflation
(Constant 2018 \$)

- General Retail
- Food Products
- Transportation
- Construction
- Business To Business
- Miscellaneous
- County Pool
(Cash Basis)





COUNCIL COMMUNICATION

CC #: 2810

File #: 0704 & 0200

Title: Roseville Soccer Complex Traffic Signal and Roadway Improvements - Interfund Loan

Contact: Scott Pettingell 916-746-1306 spettingell@roseville.ca.us

Meeting Date: 6/21/2023

Item #: 7.30.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve an interfund loan of \$3,217,833 from the General Fund Capital Reserve Fund to the Traffic Mitigation Fund to construct traffic signal and roadway improvements to accommodate the construction of the Roseville Soccer Complex.

BACKGROUND

A traffic study conducted for the Roseville Soccer Complex indicated that traffic signal and roadway improvements already included in the City's long-term Capital Improvement Program were needed at the intersections of Blue Oaks Boulevard & Westbrook Boulevard, Blue Oaks Boulevard & Hayden Parkway, Westbrook Boulevard & Brookstone Drive (N), and Westbrook Boulevard & Brookstone Drive (S) to accommodate the opening of the Complex under construction east of Westbrook Boulevard. To fully fund and expedite the completion of these improvements, staff recommends that the City Council approve an interfund loan between the General Fund Capital Reserve Fund and the Traffic Mitigation Fund (TMF) of \$3,217,833. The loan is intended to preserve the TMF for current and upcoming TMF priorities already in progress.

FISCAL IMPACT

Pursuant to the interfund loan terms, the TMF Fund will repay the General Fund Capital Reserve Fund over 20 years. The interfund loan includes estimated interest payments totaling \$624,208. The first loan principal repayment is scheduled for FY2026-27. The annual interest rate for this interfund loan will be the City's prior year's average pooled interest rate. The loan terms and amortization schedule are attached to this communication. This interfund loan is consistent with the Council-approved interfund loan policy. The proposed FY2023-24 budget includes this interfund loan to fund the project.

ENVIRONMENTAL REVIEW

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

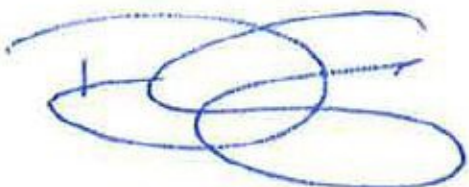
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Scott Pettingell, Assistant Finance Director

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Interfund Loan

A44 - Function No. 26044**Loan from General Fund Capital Reserve Fund (Fund 1012) to Traffic Mitigation Fund (Fund 3151)**

Loan Purpose - A traffic study conducted for the Roseville Soccer Complex indicated that traffic signal and roadway improvements already included in the City's long term Capital Improvement Program were needed at the intersections of Blue Oaks Boulevard & Westbrook Boulevard, Blue Oaks Boulevard & Hayden Parkway, Westbrook Boulevard & Brookstone Drive (N), and Westbrook Boulevard & Brookstone Drive (S) to accommodate opening of the Complex under construction east of Westbrook Boulevard. To fully fund these improvements, staff recommends that the City Council approve an interfund loan between the Capital Reserve Fund (1012) and the Traffic Mitigation Fund (TMF) (3151) of \$3,217,833. The loan is intended to preserve the TMF for current and upcoming TMF priorities already in progress.

Loan Amount: \$3,217,833

Council Approval Date: 6/21/2023

Interest Rate: The interest rate is based upon the City's prior year average annual pooled interest rate (for example, the City's FY22 average annual pooled interest rate will be used to calculate the FY23 interest amount). This policy was implemented to create more accurate budgeting and to expedite the process of calculating and recording the interest amount each year.

Term: 20 years

First Payment: FY24

Repayment Source: TMF

	FY22	FY23*	FY24*	FY25*	FY26*	FY27*	FY28*
Interest Rate	1.07%	1.07%	1.07%	1.50%	1.50%	1.50%	1.50%
	FY29*	FY30*	FY31*	FY32*	FY33*	FY34*	FY35*
Interest Rate	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
	FY36*	FY37*	FY38*	FY39*	FY40*	FY41*	FY42*
Interest Rate	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%

*estimated based upon prior year's interest rate

Date	Interest	Principal Reduction	Loan Balance	Long Term	Current Portion	Annual Payment Due	Fiscal Year
6/30/2023			3,217,833	3,217,833	0	0	FY23
6/30/2024	28,597		3,217,833	3,217,833	0	28,597	FY24
6/30/2025	48,267		3,217,833	3,217,833	0	48,267	FY25
6/30/2026	48,267		3,217,833	3,217,833	0	48,267	FY26
6/30/2027	48,267	51,733	3,166,100	3,114,368	51,733	100,000	FY27
6/30/2028	47,492	52,508	3,113,592	3,061,084	52,508	100,000	FY28
6/30/2029	46,704	53,296	3,060,296	3,007,000	53,296	100,000	FY29
6/30/2030	45,904	54,096	3,006,200	2,952,105	54,096	100,000	FY30
6/30/2031	45,093	54,907	2,951,293	2,896,386	54,907	100,000	FY31
6/30/2032	44,269	268,299	2,682,994	2,414,695	268,299	312,569	FY32
6/30/2033	40,245	268,299	2,414,695	2,146,395	268,299	308,544	FY33
6/30/2034	36,220	268,299	2,146,395	1,878,096	268,299	304,520	FY34
6/30/2035	32,196	268,299	1,878,096	1,609,796	268,299	300,495	FY35
6/30/2036	28,171	268,299	1,609,796	1,341,497	268,299	296,471	FY36
6/30/2037	24,147	268,299	1,341,497	1,073,198	268,299	292,446	FY37
6/30/2038	20,122	268,299	1,073,198	804,898	268,299	288,422	FY38
6/30/2039	16,098	268,299	804,898	536,599	268,299	284,397	FY39
6/30/2040	12,073	268,299	536,599	268,299	268,299	280,373	FY40
6/30/2041	8,049	268,299	268,299	0	268,299	276,348	FY41
6/30/2042	4,024	268,299	0	0	268,299	272,324	FY42
	624,208	3,217,833	3,217,833	3,217,833	0	3,842,041	



COUNCIL COMMUNICATION

CC #: 2786

File #: 0103 & 0103-08-02 & 0103-09-02 & 0103-34-02 & 0103-44-02

Title: Board and Commissions Bi-Annual Vacancies

Contact: Katrina Six 916-774-5267 kmsix@roseville.ca.us

Meeting Date: 6/21/2023

Item #: 8.1.

RECOMMENDATION TO COUNCIL

Recommend that the City Council appoint one (1) individual to the Design Committee to a term expiring June 30, 2027 from the applications received from: Sandra Boyle and Dharmendra Panchal.

Appoint three (3) individuals to the Economic Development Advisory Committee to terms expiring June 30, 2025 from the applications received from: Naaz Alikhan, Herb Bal, Blandon Granger, Lauren Razzano, Jeff Richardson, and Michael Tronnes.

Appoint two (2) individuals to the Grants Advisory Commission to terms expiring June 30, 2027 from the applications received from: Andrew Keller, Lorin Meeks-Harris, Dharmendra Panchal, and Neva Parker.

Appoint three (3) individuals to the Public Utilities Commission to terms expiring June 30, 2027 from the applications received from: Herb Bal, John DeLacy, Andrew Keller, Lorin Meeks-Harris, Scott Sanford, John Speight, Ellen Springer, and Elaine Webb.

BACKGROUND

Appointments to the Design Committee, Economic Development Advisory Committee, Grants Advisory Commission, and Public Utilities Commission are due to be made as part of the bi-annual recruitment process. Recruitment for all vacancies occurred in May 2023, video interviews of the applicants were conducted by the City Clerk Department, and the City Attorney's Office reviewed the Statements of Economic Interest (Form 700) for potential conflicts of interest. The application, video interviews, and confidential attorney review are compiled and provided to the City Council for consideration.

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. The appointment of members to boards or commissions 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,

Katrina Six, City Clerk Technician

Carmen Avalos, City Clerk

A handwritten signature in blue ink, appearing to be 'Dominick Casey', with a stylized, cursive script.

Dominick Casey, City Manager



COUNCIL COMMUNICATION

CC #: 2789

File #: 0206-03-01

Title: Creekview Community Facilities District No. 1, Improvement Area 2, Series 2023 - Bond Issuance

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

Meeting Date: 6/21/2023

Item #: 9.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a Resolution Authorizing the Issuance of Special Tax Bonds for and on Behalf of Improvement Area No. 2 of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities), Approving and Directing the Execution of a Fiscal Agent Agreement and a Bond Purchase Agreement, Approving the Form of Preliminary Official Statement, Approving Sale of Such Bonds, and Approving Other Related Documents and Actions.

BACKGROUND

Creekview Community Facility District (CFD) No. 1 (Public Facilities) was formed on November 6, 2019, with Resolution 19-456. The maximum authorized indebtedness for the District is allocated as follows: (i) Improvement Area No. 1: \$81,000,000 and (ii) for the Future Annexation Area established for the District, an amount not to exceed \$137,000,000. On August 26, 2020 the first series of bonds were issued in the amount of \$10,905,000. The second series of bonds were issued on December 14, 2021 in the amount of \$12,500,000.

The Series 2023 bonds are being issued at the developer's request, in an amount not to exceed \$17,000,000, to (i) construct and/or acquire certain authorized public facilities, (ii) provide for a deposit to a debt service reserve account for the 2023 Bonds, and (iii) pay costs of issuance of the 2023 Bonds. The 2023 bonds are the first series to be issued for Improvement Area No. 2.

FISCAL IMPACT

The CFD will generate special taxes that will be paid by the property owners sufficient to pay the costs of the debt service, CFD administration, and any authorized pay-as-you-go facilities, as well as provide funding in the future for maintenance/replacement of constructed facilities. The issuance of these bonds will not impact the City's General Fund.

ENVIRONMENTAL REVIEW

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

COMPLIANCE STATEMENT

In accordance with Government Code 5852.1, the following information consists of estimates of certain costs and charges for the Bonds that have been provided by the City's municipal financial advisor, which has been represented by such party to have been provided in good faith: (1) estimated true interest costs of the Bonds: 5.78%; (2) estimated finance charge of the Bonds (sum of all fees and charges paid to third parties): \$375,000; (3) estimated amount of proceeds of the Bonds received by the City (net of finance charges, reserves and capitalized interest, if any): \$12,838,280; 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: \$34,063,949.

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

Resolution 23-271

Fiscal Agent Agreement

Preliminary Official Statement
Bond Purchase Agreement

RESOLUTION NO. 23-271

A RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF IMPROVEMENT AREA NO. 2 OF THE CITY OF ROSEVILLE CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT AND A BOND PURCHASE AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS

WHEREAS, this City Council (the "Council") of the City of Roseville (the "City") has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code (the "Act"), to form the Creekview Community Facilities District No. 1 (Public Facilities) (the "District") and the Creekview Community Facilities District No. 1 (Public Facilities) (Future Annexation Area) (the "Future Annexation Area"), to annex property to the District that was designate Improvement Area No. 2 of the Creekview Community Facilities District No. 1 (Public Facilities) ("Improvement Area No. 2"), to authorize the levy of special taxes upon the land within Improvement Area No. 2, and to issue bonds secured by said special taxes for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District; and

WHEREAS, the Council, as legislative body of the District, authorized the incurrence of bonded indebtedness for the District, including the Future Annexation Area, in the maximum aggregate principal amount of \$218,000,000, currently allocated as follows: (i) for Improvement Area No. 1, \$81,000,000 and (ii) for the portion of the Future Annexation Area, an amount not to exceed \$137,000,000; and

WHEREAS, upon annexation of a portion of the Future Annexation Area into the District as Improvement Area No. 2, the amount of \$111,000,000 of the original \$137,000,000 was allocated to Improvement Area No. 2 (the "Authorization"), and the City now desires to issue the first series of special tax bonds for Improvement Area No. 2 under the Authorization (the "Bonds"); and

WHEREAS, there has been submitted to the City Council a Fiscal Agent Agreement (the "Fiscal Agent Agreement") between the City and U.S. Bank Trust Company, National Association, as fiscal agent, providing for the issuance of the Bonds of the City for Improvement Area No. 2 of the District, and the Council, with the aid of City staff, has reviewed the Fiscal Agent Agreement and found it to be in proper order, and now desires to approve the Fiscal Agent Agreement and the issuance of the Bonds; and

WHEREAS, the City proposes to sell the Bonds to Piper Sandler & Co., as underwriter (the "Underwriter"), pursuant to the terms of a Bond Purchase Agreement by and between the City and the Underwriter, and the Underwriter proposes to offer the Bonds to the investing public by means of a Preliminary Official Statement, and the Council, with the aid of City staff, has reviewed the Bond Purchase Agreement and the Preliminary Official Statement and found them to be in proper order, and now desires to approve said documents; and

WHEREAS, the information required to be obtained and disclosed with respect to the Bonds by the City Council in accordance with Section 5852.1 of the California Government Code is set forth in the staff report accompanying this Resolution; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds as contemplated by this Resolution and the documents referred to herein exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEVILLE RESOLVES AS FOLLOWS:

1. **Findings.** This Council finds and determines that it is prudent in the management and development of land in the City and the District to issue the Bonds for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District.

2. **Law Applicable.** For the purposes of these proceedings in and for the District, the Act shall be the authority for the issuance of the Bonds.

3. **Bonds Authorized.** Pursuant to the Act, this Resolution and the Fiscal Agent Agreement, special tax bonds of the City designated as "City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds Series 2023" in an aggregate principal amount not to exceed \$17,000,000 are hereby authorized to be issued. The Bonds shall be executed in the form set forth in and otherwise as provided in the Fiscal Agent Agreement.

The Bonds shall not be issued unless the value of the real property within Improvement Area No. 2 subject to the special tax to pay debt service on the Bonds, based on assessed values and/or an appraisal by an independent appraiser hired by the City for the purpose of determining such value, is at least three (3) times the proposed principal amount of the Bonds proposed to be issued and secured by a special tax levied pursuant to the Act on property within Improvement Area No. 2, plus the portion of all other bonds outstanding that are secured by a special tax levied under the Act on property within Improvement Area No. 2 or a special assessment levied on property within Improvement Area No. 2.

4. **Fiscal Agent Agreement.** The Council hereby approves the Fiscal Agent Agreement in the form presented to the Council at this meeting. The City Manager, Chief Financial Officer and such other person or persons as either of them may designate (collectively, the "Authorized Officers"), each acting alone or together with any other Authorized Officer, are each hereby authorized and directed to execute the Fiscal Agent Agreement, for and in the name and on behalf of the City, in such form, together with any additions thereto or changes therein deemed necessary or advisable by the Authorized Officer executing such document upon consultation with Jones Hall, A Professional Law Corporation, as bond counsel to the City ("Bond Counsel"). The proceeds of the Bonds shall be applied by the City for the purposes and in the amounts as set forth in the Fiscal Agent Agreement. The Council hereby authorizes the delivery and performance by the City of the Fiscal Agent Agreement.

5. **Covenant to Foreclose.** The City hereby covenants, for the benefit of the owners of the Bonds, to commence and diligently pursue to completion any foreclosure action regarding delinquent installments of any amount levied as a special tax for the payment of interest or principal of the Bonds, said foreclosure action to be commenced and pursued as more completely set forth in the Fiscal Agent Agreement.

6. **Approval of Official Statement and Continuing Disclosure Certificate.** The Council hereby approves the Preliminary Official Statement with respect to the Bonds, in substantially the form on file with the City Clerk. Distribution of the Preliminary Official Statement by the City and the Underwriter is hereby approved, and, prior to the distribution of the Preliminary Official Statement, and each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed, on behalf of the City, to deem the Preliminary Official Statement "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule"). The execution of the final Official Statement, which shall include such changes and additions thereto deemed advisable by the Authorized Officer executing the same, and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, is hereby approved for delivery to the purchasers of the Bonds, and each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed to execute and deliver the final Official Statement for and on behalf of the City, with final pricing information included and with such changes and additions thereto deemed advisable by the Authorized Officer executing the same.

The Council hereby approves the Continuing Disclosure Certificate to be executed by the City, the form of which is attached as an exhibit to the Preliminary Official Statement. Each of the Authorized Officers is hereby authorized and directed to approve any changes in or additions to a final form of said Continuing Disclosure Certificate, and the execution thereof by an Authorized Officer shall be conclusive evidence of approval of any such changes and additions. The final Continuing Disclosure Certificate shall be executed in the name and on behalf of the City by an Authorized Officer.

7. **Approval of Bond Purchase Agreement.** The Council hereby approves the Bond Purchase Agreement in substantially the form on file with the City Clerk; provided, that the aggregate principal amount of Bonds shall not exceed \$17,000,000 or result in an Underwriter's discount in excess of 1.45% of the par amount of the Bonds, or a true interest cost in excess of 6.75%. 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 Future Annexation Area, the designation of Improvement Area No. 2, and the sale and issuance of the Bonds are hereby approved, confirmed and ratified, and the Authorized Officers of the City are hereby authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds in accordance with this resolution, and 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: COUNCILMEMBERS
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS
ABSTAIN: COUNCILMEMBERS

Mayor

ATTEST:

City Clerk

FISCAL AGENT AGREEMENT

by and between

CITY OF ROSEVILLE

and

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent**

Dated as of July 1, 2023

Relating to:

**\$ _____
City of Roseville
Creekview Community Facilities District No. 1 (Public Facilities)
Improvement Area No. 2
Special Tax Bonds
Series 2023**

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FISCAL AGENT AGREEMENT

THIS FISCAL AGENT AGREEMENT (the "Agreement") is made and entered into as of July 1, 2023, by and between the City of Roseville, a charter city and public body, corporate and politic, organized and existing under and by virtue of the Constitution and laws of the State of California (the "City") for and on behalf of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the "District"), and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent").

WITNESSETH:

WHEREAS, the City Council of the City has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code (the "Act"), to form the District and the Creekview Community Facilities District No. 1 (Public Facilities) (Future Annexation Area) (the "Future Annexation Area"), to annex property to the District that was designated Improvement Area No. 2 of the Creekview Community Facilities District No. 1 (Public Facilities) ("Improvement Area No. 2"), to authorize the levy of Special Taxes upon the land within Improvement Area No. 2, and to issue bonds secured by said Special Taxes for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District; and

WHEREAS, the City Council, as legislative body of the District, authorized the incurrence of bonded indebtedness for the District, including the Future Annexation Area, in the maximum aggregate principal amount of \$218,000,000, currently allocated as follows: (i) for Improvement Area No. 1, \$81,000,000 and (ii) for the portion of the Future Annexation Area, an amount not to exceed \$137,000,000; and

WHEREAS, upon annexation of a portion of the Future Annexation Area into the District as Improvement Area No. 2, the amount of \$111,000,000 of the original \$137,000,000 was allocated to Improvement Area No. 2 (the "Authorization"), and the City now desires to issue the first series of special tax bonds for Improvement Area No. 2 under the Authorization; and

WHEREAS, under the provisions of the Act, on _____, 2023, the City Council of the City adopted its Resolution No. _____ (the "Resolution"), which resolution, among other matters, authorized the issuance of its "City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds Series 2023" to provide moneys for the construction and acquisition of improvements for the District, and provided that said issuance would be in accordance with the Act and this Agreement and authorized the execution hereof; and

WHEREAS, it is in the public interest and for the benefit of the City, the District, the persons responsible for the payment of Special Taxes and the Owners of the Bonds (as defined herein) that the City enter into this Agreement to provide for the issuance of the Bonds, the disbursement of proceeds of the Bonds, the disposition of the Special Taxes securing the Bonds and any additional bonds authorized to be issued hereunder and the administration and payment of the Bonds; and

WHEREAS, the City has determined that all things necessary to cause the Bonds, when authenticated by the City for Improvement Area No. 2 of the District and issued as in the Act,

the Resolution and this Agreement provided to be legal, valid and binding and special obligations of the City for Improvement Area No. 2 of the District in accordance with their terms, and all things necessary to cause the creation, authorization, execution and delivery of this Agreement and the creation, authorization, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I

STATUTORY AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement. This Agreement is entered into pursuant to the provisions of the Act and the Resolution.

Section 1.02. Agreement for Benefit of Bondowners. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the equal benefit, protection and security of the Owners. All of the Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in or permitted by this Agreement. The Fiscal Agent may become the Owner of any of the Bonds in its own or any other capacity and may otherwise deal with the City or the District with the same rights it would have if it were not Fiscal Agent.

Section 1.03. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.03 shall, for all purposes of this Agreement, of any Supplemental Agreement, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

"Acquisition Agreement" means the Funding, Construction and Acquisition Agreement for the District dated as of September 9, 2020, by and between the City and the Developer.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, et seq., of the California Government Code.

"Additional Bonds" means any series of bonds issued on a parity with the 2023 Bonds pursuant to Section 5.17.

"Administrative Expenses" means any or all of the following: the fees and expenses of the Fiscal Agent (including, but not limited to, any fees or expenses of its counsel), the expenses of the City in carrying out its duties hereunder (including, but not limited to, the levying and collection of the Special Taxes, and the foreclosure of the liens of delinquent Special Taxes) including the fees and expenses of its counsel, an allocable share of the salaries of City staff directly related thereto and a proportionate amount of City general administrative overhead related thereto, any amounts paid by the City from its general funds pursuant to Section 6.02, and all other fees, costs and expenses of the City or the Fiscal Agent incurred in connection with the issuance and administration of the Bonds and/or the discharge of their respective duties hereunder (including, but not limited to, the calculation of the levy of the Special Taxes, foreclosures with respect to delinquent taxes, and the calculation of amounts subject to rebate to the United States) and, in the case of the City, in any way related to the administration of the District. Administrative Expenses shall include any such expenses incurred in prior years but not yet paid, and any advances of funds by the City under Section 6.02 hereof.

"Agreement" means this Fiscal Agent Agreement, as it may be amended or supplemented from time to time by any Supplemental Agreement.

“Annual Debt Service” means, for each Bond Year and each series of Outstanding Bonds, the sum of (i) the interest due on the respective series of Outstanding Bonds in such Bond Year, assuming that such Outstanding Bonds are retired as scheduled, and (ii) the principal amount of the respective series of Outstanding Bonds, including any mandatory sinking fund payments, due in such Bond Year.

“Authorized Officer” means the City Manager, Chief Financial Officer, City Attorney or any other officer or employee authorized by the City Council of the City or by an Authorized Officer to undertake the action referenced in this Agreement as required to be undertaken by an Authorized Officer.

“Bond Counsel” means (i) Jones Hall, A Professional Law Corporation or (ii) any other attorney or firm of attorneys acceptable to the City and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

“Bond Fund” means the fund by that name established pursuant to Section 4.02(A) hereof.

“Bond Year” means each twelve-month period beginning on September 2 in any year and extending to the next succeeding September 1, both dates inclusive; except that the first Bond Year shall begin on the Closing Date and end on September 1, 2023.

“Bonds” means the 2023 Bonds and any Additional Bonds.

“Business Day” means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the state in which the Principal Office of the Fiscal Agent is located are authorized or obligated by law or executive order to be closed.

“CDIAC” means the California Debt and Investment Advisory Commission of the office of the California State Treasurer or any successor agency or bureau thereto.

“Certificate of the Special Tax Consultant” means a written certificate signed by the special tax consultant or special tax administrator to the City with respect to the Bonds.

“Chief Financial Officer” means the duly acting Chief Financial Officer of the City, or if the City has no Chief Financial Officer, the Finance Director, Treasurer or other officer of the City serving a similar role.

“City” means the City of Roseville, California, and any successor thereto.

“Closing Date” means _____, 2023, the date upon which there is a physical delivery of the 2023 Bonds in exchange for the amount representing the purchase price of the 2023 Bonds by the Original Purchaser.

“Code” means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate, dated as of the Closing Date, executed by the City and Willdan Financial Services, in its capacity as Dissemination Agent, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Costs of Issuance” means items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Fiscal Agent, including its first annual administration fee, and expenses and fees of counsel to the Fiscal Agent, expenses incurred by the City in connection with the issuance of the Bonds, financial advisor fees, Bond (underwriter’s) discount or underwriting fee, legal fees and charges, including bond counsel, charges for execution, transportation and safekeeping of the Bonds and other costs, charges and fees in connection with the foregoing.

“Costs of Issuance Fund” means the fund by that name established pursuant to Section 3.05(A) hereof.

“Developer” means Anthem United Creekview Developments Limited Partnership, a Washington limited partnership, and its successors and assigns.

“Debt Service” means the scheduled amount of interest and amortization of principal payable on the Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

“Depository” means (i) initially, DTC, and (ii) any other Securities Depository acting as Depository pursuant to Section 2.12.

“District” means the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) formed pursuant to the Resolution of Formation.

“DTC” means the Depository Trust Company, and its successors and assigns.

“Fair Market Value” means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm’s length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term “Fair Market Value” means the acquisition price in a bona fide arm’s length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) the investment is the Local Agency Investment Fund of the State of California, but only if at all times during which the investment is held its yield is reasonably

expected to be equal to or greater than the yield on a reasonably comparable direct obligation of the United States.

“Federal Securities” means any of the following which are non-callable and which at the time of investment are legal investments under the laws of the State of California for funds held by the Fiscal Agent (the Fiscal Agent entitled to rely upon investment direction from the City as a certification that such investment constitutes a legal investment):

(i) Direct general obligations of the United States of America (including obligations issued or held in book-entry form on the books of the United States Department of the Treasury) and obligations, the payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America, including, without limitation, such of the foregoing which are commonly referred to as “stripped” obligations and coupons; or

(ii) Any of the following obligations of the following agencies of the United States of America: (a) direct obligations of the Export-Import Bank, (b) certificates of beneficial ownership issued by the Farmers Home Administration, (c) participation certificates issued by the General Services Administration, (d) mortgage-backed bonds or passthrough obligations issued and guaranteed by the Government National Mortgage Association, (e) project notes issued by the United States Department of Housing and Urban Development, and (f) public housing notes and bonds guaranteed by the United States of America.

“Fiscal Agent” means the Fiscal Agent appointed by the City and acting as an independent fiscal agent with the duties and powers herein provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 7.01.

“Fiscal Year” means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

“Improvement Area No. 2” means the area designated as Improvement Area No. 2 of the District through the annexation proceedings set forth in the Act.

“Improvement Fund” means the fund by that name established pursuant to Section 3.04(A).

“Information Services” means “EMMA” or the “Electronic Municipal Market Access” system of the Municipal Securities Rulemaking Board; or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the City may designate in an Officer’s Certificate delivered to the Fiscal Agent.

“Interest Payment Dates” means March 1 and September 1 of each year, commencing September 1, 2023.

“Maximum Annual Debt Service” means, for each series of Outstanding Bonds, the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of the respective series of Outstanding Bonds.

“Officer’s Certificate” means a written certificate of the City signed by an Authorized Officer of the City.

“Ordinance” means any ordinance of the City levying the Special Taxes.

“Original Purchaser” means, with respect to each series of Bonds, the first purchaser of such Bonds from the City.

“Other Mello-Roos Bonds” has the meaning given that term in Section 5.17.

“Outstanding,” when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 8.04) all Bonds except (i) Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation; (ii) Bonds paid or deemed to have been paid within the meaning of Section 9.03; and (iii) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the City pursuant to the Agreement or any Supplemental Agreement.

“Owner” or *“Bondowner”* means any person who shall be the registered owner of any Outstanding Bond.

“Participating Underwriter” shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

“Permitted Investments” means any of the following, to the extent that they are lawful investments for City funds at the time of investment, and are acquired at Fair Market Value (the Fiscal Agent is entitled to rely upon investment direction from the City as a certification that such investment constitutes a legal investment):

(i) Federal Securities;

(ii) any of following obligations of federal agencies not guaranteed by the United States of America: (a) debentures issued by the Federal Housing Administration; (b) participation certificates or senior debt obligations of the Federal Home Loan Mortgage Corporation or Farm Credit Banks (consisting of Federal Land Banks, Federal Intermediate Credit Banks or Banks for Cooperatives); (c) bonds or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act, bonds of any federal home loan bank established under said act and stocks, bonds, debentures, participations and other obligations of or issued by the Federal National Mortgage Association, the Student Loan Marketing Association, the Government National Mortgage Association and the Federal Home Loan Mortgage Corporation; and (d) bonds, notes or other obligations issued or assumed by the International Bank for Reconstruction and Development;

(iii) interest-bearing demand or time deposits (including certificates of deposit) in federal or State of California chartered banks (including the Fiscal Agent and its affiliates), provided that (a) in the case of a savings and loan association, such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation, or the unsecured obligations of such savings and loan association shall be rated in one of the top two rating categories by a nationally recognized rating service, and (b) in the case of a bank, such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation, or the unsecured obligations of such bank

(or the unsecured obligations of the parent bank holding company of which such bank is the lead bank) shall be rated in one of the top two rating categories by a nationally recognized rating service;

(iv) repurchase agreements with a registered broker/dealer subject to the Securities Investors Protection Corporation Liquidation in the event of insolvency, or any commercial bank provided that: (a) the unsecured obligations of such bank shall be rated in one of the top two rating categories by a nationally recognized rating service, or such bank shall be the lead bank of a banking holding company whose unsecured obligations are rated in one of the top two rating categories by a nationally recognized rating service; (b) the most recent reported combined capital, surplus and undivided profits of such bank shall be not less than \$100 million; (c) the repurchase obligation under any such repurchase obligation shall be required to be performed in not more than thirty (30) days; (d) the entity holding such securities as described in clause (c) shall have a pledged first security interest therein for the benefit of the Fiscal Agent under the California Commercial Code or pursuant to the book-entry procedures described by 31 C.F.R. 306.1 *et seq.* or 31 C.F.R. 350.0 *et seq.* and are rated in one of the top two rating categories by a nationally recognized rating service;

(v) bankers' acceptances endorsed and guaranteed by banks described in clause (iv) above;

(vi) obligations, the interest on which is exempt from federal income taxation under Section 103 of the Code and which are rated in one of the top two rating categories by a nationally recognized rating service;

(vii) money market funds which invest solely in Federal Securities or in obligations described in the preceding clause (ii) of this definition, or money market funds which are rated in the highest rating category by Standard & Poor's Ratings Services or Moody's Investor Service, including such funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory or other management services or for which the Fiscal Agent or an affiliate of the Fiscal Agent serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (a) the Fiscal Agent or an affiliate of the Fiscal Agent receives and retains a fee for services provided to the fund, (b) the Fiscal Agent collects fees for services rendered pursuant to this Agreement, which fees are separate from the fees received from such funds, and (c) services performed for such funds and pursuant to this Agreement may at times duplicate those provided to such funds by the Fiscal Agent or an affiliate of the Fiscal Agent;

(viii) units of a taxable government money market portfolio comprised solely of obligations listed in (i) and (iv) above, such funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory or other management services or for which the Fiscal Agent or an affiliate of the Fiscal Agent serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (a) the Fiscal Agent or an affiliate of the Fiscal Agent receives and retains a fee for services provided to the fund, (b) the Fiscal Agent collects fees for services rendered pursuant to this Agreement, which fees are separate from the fees received from such funds, and (c) services performed for such funds and pursuant to this Agreement may at times duplicate those provided to such funds by the Fiscal Agent or an affiliate of the Fiscal Agent;

(ix) any investment which is a legal investment for proceeds of the Bonds at the time of the execution of such agreement, and which investment is made pursuant to an agreement between the City or the Fiscal Agent or any successor Fiscal Agent and a financial institution or governmental body whose long term debt obligations are rated in one of the top two rating categories by a nationally recognized rating service;

(x) commercial paper which at the time of purchase is of "prime" quality of the highest ranking or of the highest letter and numerical rating as provided for by Moody's Investors Service, or Standard and Poor's Corporation, of issuing corporations that are organized and operating within the United States and having total assets in excess of five hundred million dollars (\$500,000,000) and having an "AA" or higher rating for the issuer's debentures, other than commercial paper, as provided for by Moody's Investors Service or Standard and Poor's Corporation, and provided that purchases of eligible commercial paper may not exceed 180 days maturity nor represent more than 10 percent of the outstanding paper of an issuing corporation;

(xi) any general obligation of a bank or insurance company whose long term debt obligations are rated in one of the two highest rating categories of a national rating service;

(xii) shares in a common law trust established pursuant to Title 1, Division 7, Charter 5 of the Government Code of the State which invests exclusively in investments permitted by Section 53635 of Title 5, Division 2, Chapter 4 of the Government Code of the State, as it may be amended;

(xiii) shares in the California Asset Management Program; or

(xiii) the Local Agency Investment Fund established pursuant to Section 16429.1 of the Government Code of the State of California, *provided, however*, that the Fiscal Agent shall be permitted to make investments and withdrawals in its own name and the Fiscal Agent may restrict investments in the such fund if necessary to keep moneys available for the purposes of this Fiscal Agent Agreement.

(xiv) any other lawful investment for City funds.

"Prepayment" means moneys received by the City from the prepayment of Special Taxes as provided in the Special Tax Formula.

"Prepayment Account" means the account within the Bond Fund by that name established pursuant to Section 4.02(A).

"Principal Office" means the designated corporate trust office of the Fiscal Agent set forth in Section 9.06, at which at any time its corporate trust business shall be administered, or such other or additional offices as may be designated by the Fiscal Agent, by notice to the District and the Owners, or the designated corporate trust office of any successor Fiscal Agent (or such other address as such successor Fiscal Agent may designate from time to time by notice to the District and Owners).

“Project” means the acquisition and/or construction of the authorized facilities for the District described in the Resolution of Formation, including Administrative Expenses related thereto.

“Qualified Reserve Fund Credit Instrument” means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Fiscal Agent, provided that all of the following requirements are met: (i) the long-term credit rating of such bank or insurance company is rated in the top two categories (without regard to modifier) by S&P or Moody’s at the time of issuance; (ii) such letter of credit or surety bond has a term of at least 12 months; (iii) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement being met by such instrument or with respect to which funds are proposed to be released pursuant to the Fiscal Agent Agreement; and (iv) the Fiscal Agent is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments required pursuant to the Fiscal Agent Agreement.

“Record Date” means the 15th day of the month preceding an Interest Payment Date, whether or not such day is a Business Day.

“Regulations” means temporary and permanent regulations promulgated under the Code.

“Reserve Fund” means the fund by that name established pursuant to Section 4.03(A).

“Reserve Requirement” means, with respect to any series of Bonds, the least of (i) 125% of the average Annual Debt Service with respect to the applicable series of Bonds; (ii) Maximum Annual Debt Service with respect to the applicable series of Bonds; and (iii) 10% of the original principal amount of the applicable series of Bonds (or, if the applicable series of Bonds has more than a de minimis amount of original issue discount or premium, 10% of the issue price of such series of Bonds); provided, that—

(a) the Reserve Requirement for the 2023 Bonds shall not increase after the date of issuance of the 2023 Bonds;

(b) in no event shall the City be obligated to deposit an amount in any reserve account in excess of the amount permitted by the applicable provisions of the Code to be so deposited from the proceeds of tax-exempt bonds without having to restrict the yield of any investment purchased with any portion of such deposit and, if the amount of any such deposit is so limited, the Reserve Requirement shall be only the amount of such deposit as permitted by the Code; and

(c) the City may meet all or a portion of the Reserve Requirement with respect to any series of Bonds by depositing a Qualified Reserve Fund Credit Instrument in accordance with Section 4.03(A).

“Resolution” means Resolution No. _____ 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. 19-456, adopted by the City Council of the City on November 6, 2019.

“Securities Depositories” means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the City may designate in an Officer’s Certificate delivered to the Fiscal Agent.

“Special Tax Formula” means the “Rate, Method of Apportionment, and Manner of Collection of Special Tax for City of Roseville Creekview Community Facilities District No. 1 – Improvement Area No. 2 (Public Facilities),” approved by the qualified electors in Improvement Area No. 2, and as it may be amended in the future.

“Special Tax Fund” means the fund by that name established by Section 3.03(A) hereof.

“Special Tax Revenues” means the proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes, net of the administration charge of the County (currently at 1%), but shall not include any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure.

“Special Taxes” means the “Facilities Special Tax” (as defined in the Special Tax Formula) levied within Improvement Area No. 2 pursuant to the Act, the Ordinance, and this Agreement. For clarity, the “Maintenance Special Tax” (as defined in the Special Tax Formula) is not included in this definition of “Special Taxes” and does not constitute security for the repayment of the Bonds.

“Supplemental Agreement” means an agreement the execution of which is authorized by a resolution which has been duly adopted by the City under the Act and which agreement is amendatory of or supplemental to this Agreement, but only if and to the extent that such agreement is specifically authorized hereunder.

“Term 2023 Bonds” means the 2023 Bonds maturing on September 1, _____, September 1, _____, and September 1, _____.

“2023 Bonds” means the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds Series 2023.

“2023 Capitalized Interest Account” means the fund by that name established pursuant to Section 4.02(A) hereof.

“2023 Reserve Account” means the account within the Reserve Fund by that name established pursuant to Section 4.03(A).

ARTICLE II

THE 2023 BONDS

Section 2.01. Principal Amount; Designation. The 2023 Bonds in the aggregate principal amount of \$_____ are hereby authorized to be issued by the City for the District under and subject to the terms of the Resolution and this Agreement, the Act and other applicable laws of the State of California. The 2023 Bonds shall be designated the "City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds Series 2023."

Section 2.02. Terms of the 2023 Bonds.

(A) Form; Denominations. The 2023 Bonds shall be issued as fully registered Bonds without coupons in the denomination of \$5,000 or any integral multiple of \$5,000 in excess thereof. The 2023 Bonds shall be lettered and numbered in a customary manner as determined by the Fiscal Agent.

(B) Date of the 2023 Bonds. The 2023 Bonds shall be dated the Closing Date.

(C) CUSIP Identification Numbers. "CUSIP" identification numbers shall be imprinted on the 2023 Bonds, but such numbers shall not constitute a part of the contract evidenced by the 2023 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 2023 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. The Fiscal Agent shall have no liability for any defect in the "CUSIP" numbers as they appear on any 2023 Bonds, notice or elsewhere, and any such notice may state that no representation is made as to the correctness of such numbers either as printed on the 2023 Bonds or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the 2023 Bonds, and any such redemption shall not be affected by any defect in or omission of such numbers. The City will promptly notify the Fiscal Agent in writing of any change in the "CUSIP" numbers.

(D) Maturities. The 2023 Bonds shall be issued as serial and term bonds, and shall mature and become payable as follows:

Maturity (Sept. 1)	Principal Amount	Interest Rate	CUSIP† (777870)
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(E) Interest. The 2023 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 2023 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 2023 Bond, interest is in default thereon, such 2023 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 2023 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 2023 Bonds; provided that so long as any 2023 Bonds are in book-entry form, payments with respect to such 2023 Bonds shall be made by wire transfer or such other method acceptable to the Fiscal Agent to the Depository. The principal of the 2023 Bonds and any premium on the 2023 Bonds are payable in lawful money of the United States of America upon surrender of the 2023 Bonds at the Principal Office of the Fiscal Agent. All 2023 Bonds paid by the Fiscal Agent pursuant to this Section shall be cancelled by the Fiscal Agent. The Fiscal Agent shall dispose of the cancelled 2023 Bonds and issue a certificate of disposal thereof to the City at the written request of the City.

Section 2.03. Redemption.

(A) Redemption Dates.

(i) Optional Redemption. The 2023 Bonds may be redeemed prior to maturity at the option of the City from any source of available funds other than prepayment of the Special Tax by property owners, as a whole or in part, on any date on and after September 1, _____ at the following respective redemption prices (expressed as percentages of the principal amount of the 2023 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, _____ through August 31, _____	103%
September 1, _____ through August 31, _____	102
September 1, _____ through August 31, _____	101
September 1, _____ and any date thereafter	100

(ii) Mandatory Redemption From Prepayments. The 2023 Bonds shall be subject to mandatory redemption from prepayments of the Special Tax by property owners on any Interest Payment Date, in whole or in part among maturities, and by lot within a maturity, and among the 2023 Bonds and any Additional Bonds, as shall be specified by the City, at the following respective redemption prices (expressed as percentages of the principal amount of the 2023 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
Interest Payment Dates through and including March 1, 2029	103%
September 1, _____ and March 1, _____	102
September 1, _____ and March 1, _____	101
September 1, _____ and any Interest Payment Date thereafter	100

Prepayments and amounts released from the 2023 Reserve Account in connection with Prepayments will be allocated to the redemption of the 2023 Bonds and any Additional Bonds as nearly as practicable on a proportionate basis based on the outstanding principal amount of the 2023 Bonds and any Additional Bonds and shall be applied to redeem 2023 Bonds and Additional Bonds as nearly as practicable on a pro rata basis among maturities in increments of \$5,000; provided, however, that, for Prepayments of less than \$50,000, the City may specify in an Officer's Certificate that Prepayments be applied to one or more maturities of the 2023 Bonds or Additional Bonds so long as there is delivered to the Fiscal Agent a Certificate of the Special Tax Consultant that, following such redemption from Prepayments, the maximum Special Taxes that may be levied in each Fiscal Year on Developed Parcels in Improvement Area No. 2 is not less than 110% of Maximum Annual Debt Service.

(iii) Mandatory Sinking Fund Redemption. The Term 2023 Bonds maturing September 1, _____, September 1, _____ and September 1, _____ are subject to mandatory sinking payment redemption in part on September 1, _____, September 1, _____ and September 1, _____, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term 2023 Bonds Maturing September 1, _____

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
---	-------------------------

(maturity)

Term 2023 Bonds Maturing September 1, _____

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
---	-------------------------

(maturity)

Term 2023 Bonds Maturing September 1, _____

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
---	-------------------------

(maturity)

The amounts in the foregoing tables shall be reduced pro rata, at the direction of the City in an Officer's Certificate, as a result of any prior partial optional or mandatory redemption of the Term 2023 Bonds pursuant to Section 2.03(A)(i) or (ii) above. In the event of a redemption pursuant to Section 2.03(A)(i) or (ii), the City shall provide the Fiscal Agent with a revised sinking fund schedule giving effect to the redemption so completed.

In lieu of redemption under this Section 2.03, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2023 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 2023 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

(B) Notice to Fiscal Agent. The City shall give the Fiscal Agent an Officer's Certificate containing notice of its intention to redeem 2023 Bonds pursuant to Section 2.03(A)(i) and (ii) not less than 60 days prior to the applicable redemption date.

(C) Redemption Procedure by Fiscal Agent; Rescission. The Fiscal Agent shall, at the expense of the District, cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any 2023 Bonds designated for redemption, at their addresses appearing on the 2023 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 2023 Bonds.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding 2023 Bonds are to be called for redemption, shall designate the

CUSIP numbers and 2023 Bond numbers of the 2023 Bonds to be redeemed by giving the individual CUSIP number and 2023 Bond number of each 2023 Bond to be redeemed or shall state that all 2023 Bonds between two stated 2023 Bond numbers, both inclusive, are to be redeemed or that all of the 2023 Bonds of one or more maturities have been called for redemption, shall state as to any 2023 Bond called in part the principal amount thereof to be redeemed, and shall require that such 2023 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 2023 Bonds will not accrue from and after the redemption date.

Upon the payment of the redemption price of 2023 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 2023 Bonds being redeemed with the proceeds of such check or other transfer.

The City has the right to rescind any notice of the redemption of 2023 Bonds under Section 2.03(A)(i) by written notice to the Fiscal Agent on or prior to two Business Days prior the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2023 Bonds then called for redemption, and such cancellation shall not constitute an event of default. The City and the Fiscal Agent have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Fiscal Agent, at the expense of the District, shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under this Section.

Whenever provision is made in this Agreement for the redemption of less than all of the 2023 Bonds of any maturity, the Fiscal Agent shall select the 2023 Bonds to be redeemed, from all 2023 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 2023 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 2023 Bond or 2023 Bonds, of the same series and maturity, of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the 2023 Bond or 2023 Bonds.

(D) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2023 Bonds so called for redemption shall have been deposited in the Bond Fund, such 2023 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 2023 Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section shall be canceled by the Fiscal Agent. The Fiscal Agent shall dispose of the cancelled 2023 Bonds in accordance with its then-customary procedures and issue a certificate of disposal thereof to the City at the City's written request.

Section 2.04. Form of Bonds. The 2023 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 manually or electronically 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 fees or 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.

The Fiscal Agent shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Agreement or under applicable law with respect to any transfer of any interest in any Bond (including any transfers between or among DTC Participants or Beneficial Owners of interests in any Bond) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by the terms of, this Agreement, and to examine the same to determine substantial compliance as to form with the express requirements hereof. Neither the Fiscal Agent nor any agent shall have any responsibility or liability for any actions taken or not taken by the Securities Depository.

Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds, for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity.

No transfers of Bonds shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

Prior to any transfer of Bonds outside the book-entry system (including, but not limited to, the initial transfer outside the book-entry system), the transferor shall provide or cause to be provided to the Fiscal Agent all information necessary to allow the Fiscal Agent to comply with

any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045, as amended. The Fiscal Agent shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

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 fees or expenses incurred by the Fiscal Agent in connection with any such exchange shall be paid by the City. The Fiscal Agent shall collect from the Owner requesting such exchange any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

Section 2.08. Bond Register. The Fiscal Agent will keep or cause to be kept, at its Principal Office, sufficient books for the registration and transfer of the Bonds (the "Bond Register"), which books shall show the series number, date, amount, rate of interest and Owner of each Bond and shall at all times be open to inspection by the City during regular business hours upon reasonable notice; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the ownership of the Bonds as hereinbefore provided.

Section 2.09. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the City, and may contain such reference to any of the provisions of this Agreement as may be appropriate. Every temporary Bond shall be executed by the City upon the same conditions and in substantially the same manner as the definitive Bonds. If the City issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange for the definitive Bonds at the Principal Office of the Fiscal Agent or at such other location as the Fiscal Agent shall designate, and the Fiscal Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary bonds shall be entitled to the same benefits under this Agreement as definitive Bonds authenticated and delivered hereunder.

Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be canceled by it and disposed of by the Fiscal Agent in accordance with its then-customary procedures and shall deliver a certificate of disposal thereof to the City at its written request. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence be satisfactory to it and indemnity for the Fiscal Agent and the City satisfactory to the Fiscal Agent shall be given, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. The City or Fiscal Agent, as applicable, may require payment of a sum not exceeding the actual cost of preparing each new Bond delivered under this Section and of the

fees and expenses which may be incurred by the City 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. Book-Entry Only System. DTC shall act as the initial Depository for the Bonds. One Bond for each maturity of the Bonds shall be initially executed, authenticated, and delivered as set forth herein as a separate fully registered certificate (in printed or typewritten form). Upon initial execution, authentication, and delivery, the ownership of the Bonds shall be registered in the Bond Register kept by the Fiscal Agent for the Bonds in the name of Cede & Co, as nominee of DTC or such nominee as DTC shall appoint in writing.

The Authorized Officers and the Fiscal Agent are hereby authorized to take any and all actions as may be necessary and not inconsistent with this Agreement to qualify the Bonds for the Depository's book-entry system, including the execution of the Depository's required representation letter.

With respect to Bonds registered in the Bond Register in the name of Cede & Co, as nominee of DTC, the Fiscal Agent shall not have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds Bonds as Depository from time to time (the "DTC Participants") or to any person for which a DTC Participant acquires an interest in the Bonds (the "Beneficial Owners"). Without limiting the immediately preceding sentence, the Fiscal Agent shall not have any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co, or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any notice with respect to the Bonds, including any notice of redemption or mandatory tender, (iii) the selection by the Depository of the beneficial interests in the Bonds to be redeemed in the event the City elects to redeem the Bonds in part, (iv) the payment to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any amount with respect to the principal of or interest on the Bonds, or (v) any consent given or other action taken by the Depository as Owner of the Bonds.

The Fiscal Agent may treat as and deem DTC to be the absolute Owner of each Bond for which DTC is acting as Depository for the purpose of payment of the principal of and interest on such Bonds, for the purpose of giving notices of prepayment and other matters with respect to such Bonds, for the purpose of registering transfers with respect to such Bonds, and for all purposes whatsoever. The Fiscal Agent shall pay all principal of and interest on the Bonds only to the Owners as shown on the registration books, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to the principal of and interest on the Bonds to the extent of the sums or sums so paid.

No person other than an Owner, as shown on the Bond Register, shall receive a physical Bond. Upon delivery by DTC to the Fiscal Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the transfer provisions in Section 2.06 hereof, references to "Cede & Co." in this Section 2.12 shall refer to such new nominee of DTC.

DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the Fiscal Agent and the City during any time that the Bonds are Outstanding, and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of DTC with respect to the Bonds if it determines that DTC is unable to discharge its responsibilities with respect to the Bonds or that continuation of the system of book-entry transfers through DTC is not in the best interest of the Beneficial Owners, and the City shall promptly mail notice of such termination to the Fiscal Agent.

Upon the termination of the services of DTC as provided in the previous paragraph, and if no substitute Depository willing to undertake the functions hereunder can be found which is willing and able to undertake such functions upon reasonable or customary terms, or if the City determines that it is in the best interest of the Beneficial Owners of the Bonds that they be able to obtain certificated Bonds, the Bonds shall no longer be restricted to being registered in the Bond Register of the Fiscal Agent in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names the Owners shall designate at that time, in accordance with Section 2.06.

To the extent that the Beneficial Owners are designated as the transferee by the Owners, in accordance with Section 2.06, the Bonds will be delivered to such Beneficial Owners as soon as practicable.

Section 2.13. No Acceleration. The principal of the Bonds shall not be subject to acceleration hereunder. Nothing in this Section 2.13 shall in any way prohibit the prepayment or redemption of Bonds under Section 2.03 hereof, or the defeasance of the Bonds and discharge of this Agreement under Section 9.03 hereof.

ARTICLE III

ISSUANCE OF BONDS

Section 3.01. Issuance and Delivery of Bonds. At any time after the execution of this Agreement, the City may issue the Bonds for the District in the aggregate principal amount set forth in Section 2.01 (with respect to the 2023 Bonds) or as authorized in any Supplemental Agreement (with respect to any Additional Bonds) and deliver such Bonds to the Original Purchaser. The Authorized Officers of the City are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of Bonds in accordance with the provisions of the Act, the Resolution and this Agreement, to authorize the payment of Costs of Issuance of the Bonds from the proceeds of the Bonds and to do and cause to be done any and all acts and things necessary or convenient for delivery of the Bonds to the Original Purchaser.

Section 3.02. Application of Proceeds of Sale of 2023 Bonds.

(A) The proceeds of the purchase of the 2023 Bonds by the Original Purchaser in the amount of \$_____ (which is equal to the par amount of the 2023 Bonds, plus/less [net] original issue premium/discount of \$_____ and less the Participating Underwriter's discount of \$_____), shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such proceeds on the Closing Date as follows:

- (i) Deposit in the 2023 Reserve Account of the Reserve Fund \$_____, equaling the initial amount of the Reserve Requirement for the 2023 Bonds;
- (ii) Deposit in the Improvement Fund \$_____;
- (iii) Deposit in the 2023 Capitalized Interest Account of the Bond Fund \$_____ to pay interest on the 2023 Bonds through September 1, 2023; and
- (iv) Deposit in the Costs of Issuance Fund \$_____.

(B) The Fiscal Agent may establish such temporary funds and accounts as is necessary to accomplish the purposes of Section 3.02(A).

Section 3.03. Special Tax Fund.

(A) Establishment of Special Tax Fund. There is hereby established as a separate fund to be held by the Chief Financial Officer, the Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds Special Tax Fund, to the credit of which the City shall deposit, immediately upon receipt, all Special Tax Revenues received by the City (other than as a result of Prepayments) and any other amounts required hereunder to be deposited in the Special Tax Fund, and within such fund, a Surplus Account, to the credit of which the City shall deposit surplus Special Tax Revenues described in Section 3.03(B) below. Moneys in the Special Tax Fund shall be held in trust by the City for the benefit of the City and the Owners of the Bonds, shall be disbursed as provided below and, pending any disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

(B) Disbursements. As soon as practicable after the receipt by the City of any Special Tax Revenues, other than as a result of Prepayments, or the transfer of amounts to the Special Tax Fund pursuant to the terms hereof, but no later than 10 Business Days after such receipt or transfer, the Chief Financial Officer shall withdraw from the Special Tax Fund and transfer to the Fiscal Agent for deposit: (i) in the Bond Fund, an amount, taking into account any amounts then on deposit in the Bond Fund, such that the amount in the Bond Fund equals the principal, premium, if any, and interest due on the Bonds during the then-current Bond Year; (ii) in the Reserve Fund, an amount, taking into account amounts then on deposit in each reserve account within the Reserve Fund, so that the amount in the reserve accounts of the Reserve Fund equals the Reserve Requirement with respect to each series of Bonds. After the transfers under subsections (i) and (ii) have been made, the City may, on or after September 2nd of each year transfer to the Surplus Account the amount remaining in the Special Tax Fund, whereupon such moneys transferred shall be free of the pledge for payment of the Bonds.

From time to time, the City may withdraw from the Surplus Account of the Special Tax Fund amounts needed to pay Administrative Costs, costs of the Project or incidental expenses of the District authorized under the Act and the Acquisition Agreement. Moneys in the Surplus Account may, at the City's discretion, also be used to pay the principal of, premium, if any, and interest on the Bonds or to replenish the Reserve Fund to the amount of the Reserve Requirement.

(C) Investment. Moneys in the Special Tax Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Special Tax Fund to be used for the purposes thereof.

Section 3.04. Improvement Fund.

(A) Establishment of Improvement Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds Improvement Fund, to the credit of which a deposit shall be made as required by Section 3.02. Moneys in the Improvement Fund shall be held in trust and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of costs of the Project. Each such Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts. The City shall determine in good faith whether an architect or engineer is required to execute any disbursement hereunder, and the Fiscal Agent shall in no instance be required to make such determination. For purposes of complying with the requirements of Section 3, the Fiscal Agent may conclusively rely and shall be protected in acting or refraining from acting upon the Officer's Certificate signed by an Authorized Officer. The Fiscal Agent shall not be bound to make an investigation into the facts or matters stated in any such Officer's Certificate of the City. The Fiscal Agent shall not be responsible for determining whether the funds on hand in the Improvement Fund are sufficient to complete the Project. The Fiscal Agent shall not be responsible to collect lien waivers.

(B) Procedure for Disbursement. Disbursements from the Improvement Fund shall be made by the Fiscal Agent upon receipt of an Officer's Certificate substantially in the form of Exhibit B attached hereto which shall:

- (i) set forth the amount required to be disbursed, the purpose for which the disbursement is to be made, the person to which the disbursement is to

be paid and state that such disbursement is for a Project cost; and

- (ii) certify that no portion of the amount then being requested to be disbursed was set forth in any Officers Certificate previously filed requesting disbursement.

Each such Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts.

(C) Investment. Moneys in the Improvement Fund and the accounts established thereunder shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits from the investment of amounts in the Improvement Fund shall be retained by the Fiscal Agent in the Improvement Fund to be used for the purposes of the Improvement Fund.

(D) Closing of Fund. Upon the filing of an Officer's Certificate stating that the portion of the Project to be financed from the Improvement Fund and the accounts established thereunder has been completed and that all costs of such portion of the Project and all Administrative Expenses of the District have been paid, the Fiscal Agent shall transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with Section 4.02 and the Improvement Fund shall be closed. At least 30 days prior to closing the Improvement Fund, the City shall notify the Developer at the address for notices set forth in the Acquisition Agreement of its intention to do so.

Section 3.05. Costs of Issuance Fund.

(A) Establishment of Costs of Issuance Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds Costs of Issuance Fund, to the credit of which a deposit shall be made as required by Section 3.02. Moneys in the Costs of Issuance Fund shall be held in trust by the Fiscal Agent and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of Costs of Issuance of the 2023 Bonds.

(B) Disbursement. Amounts in the Costs of Issuance Fund shall be disbursed from time to time to pay Costs of Issuance, as set forth in an Officer's Certificate containing respective amounts to be paid to the designated payees, signed by an Authorized Officer or a designee thereof and delivered to the Fiscal Agent. The Fiscal Agent shall pay all Costs of Issuance of the Bonds upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such Officer's Certificate, or upon receipt of an Officer's Certificate requesting payment of a Cost of Issuance not listed on the initial Officer's Certificate delivered to the Fiscal Agent on the Closing Date of the Bonds. Each such Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts. 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 6 months from the Closing Date of the Bonds and then shall transfer any moneys remaining therein, including any investment earnings thereon, to the Bond Fund for payment of debt service on the 2023 Bonds. Thereafter, every invoice received

by the Fiscal Agent shall be submitted to the Chief Financial Officer for payment from amounts on deposit in the Special Tax Fund.

(C) Investment. Moneys in the Costs of Issuance Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from said investment shall be retained by the Fiscal Agent in the Costs of Issuance Fund to be used for the purposes of such fund.

ARTICLE IV

SPECIAL TAX REVENUES; BOND FUND AND RESERVE FUND

Section 4.01. Pledge of Special Tax Revenues and Other Amounts. All of the Special Tax Revenues and all moneys deposited in the Bond Fund and, until disbursed as provided herein, in the Special Tax Fund are hereby pledged to secure the repayment of the Bonds. In addition, the 2023 Bonds shall be secured by a pledge and lien on the 2023 Reserve Account of the Reserve Fund, and each Series of Additional Bonds shall be secured by a separate reserve account established within the Reserve Fund as set forth in a Supplemental Agreement. Such pledge shall constitute a first lien on the Special Tax Revenues and said amounts. The Special Tax Revenues and all moneys deposited into such funds (except as otherwise provided herein) are hereby dedicated in their entirety to the payment of the principal of, including any mandatory sinking fund payments, and interest and any premium on, the Bonds as provided herein and in the Act until all of the Bonds have been paid and retired or until moneys or Federal Securities have been set aside irrevocably for that purpose in accordance with Section 9.03.

Amounts in the Improvement Fund and in the Costs of Issuance Fund for any series of Bonds are not pledged to the repayment of the Bonds. The facilities acquired with the proceeds of the Bonds are not in any way pledged to pay the Debt Service on the Bonds. Any proceeds of condemnation, destruction or other disposition of any facilities financed with the proceeds of the Bonds are not pledged to pay the Debt Service on the Bonds and are free and clear of any lien or obligation imposed hereunder.

Section 4.02. Bond Fund.

(A) Establishment of Bond Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds Bond Fund, to the credit of which deposits shall be made as required by Section 3.02, 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(B). In the event all of the Special Taxes are prepaid in full, the Prepayment Account shall be closed.

There is also hereby created within the Bond Fund a "2023 Capitalized Interest Account" which account is hereby established for purposes of accounting for the disposition of 2023 Bonds, a portion of the proceeds of which will be deposited to such 2023 Capitalized Interest Account pursuant to Section 3.02(A). The amount deposited to the 2023 Capitalized Interest Account and any investment earnings thereon shall be used solely to make payments on the 2023 Bonds, and the amount deposited to the 2023 Capitalized Interest Account and any investment earnings thereon shall be applied solely to make payments on the 2023 Bonds

through and including September 1, 2023. Any excess amounts therein on September 2, 2023 shall be transferred to the Bond Fund, and the 2023 Capitalized Interest Account shall thereupon be closed.

(B) Disbursements. On each Interest Payment Date, the Fiscal Agent shall withdraw from the Bond Fund and pay to the Owners of the Bonds the principal of, and interest and any premium, then due and payable on the Bonds, including any amounts due on the Bonds by reason of the sinking payments set forth in Section 2.03(A)(iii) or any redemption of the Bonds under Section 2.03(A)(i). Amounts in the 2023 Capitalized Interest Account of the Bond Fund shall be drawn on before any other amounts in the Bond Fund.

In the event that amounts in the Bond Fund are insufficient to pay regularly scheduled payments of principal of and interest on any series of Bonds, the Fiscal Agent shall withdraw from the respective reserve account within the Reserve Fund established for such series of Bonds to the extent of any funds therein, the amount of such insufficiency, and the Fiscal Agent shall provide written notice to the Chief Financial Officer of the amounts so withdrawn from the Reserve Fund. Amounts so withdrawn from the Reserve Fund shall be deposited in the Bond Fund.

If, after the foregoing transfer, there are insufficient funds in the Bond Fund to make the payments provided for to pay regularly scheduled payments of principal of and interest on the Bonds, the Fiscal Agent shall apply the available funds first to the payment of interest on the Bonds, then to the payment of principal due on the Bonds other than by reason of sinking payments, and then to payment of principal due on the Bonds by reason of sinking payments. Any sinking payment not made as scheduled shall be added to the sinking payment to be made on the next sinking payment date.

(C) Investment. Moneys in the Bond Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Bond Fund to be used for the purposes of such fund.

(D) Deficiency. If 10 days before any Interest Payment Date it appears to the Fiscal Agent that there is a danger of deficiency in the Bond Fund and that the Fiscal Agent may be unable to pay regularly scheduled debt service on the Bonds in a timely manner, the Fiscal Agent shall report to the Chief Financial Officer such fact. The City covenants to increase the levy of the Special Taxes in the next Fiscal Year (subject to the maximum amount authorized by the Special Tax Formula) in accordance with the procedures set forth in the Act for the purpose of curing Bond Fund deficiencies.

If on any Interest Payment Date the Fiscal Agent is unable to pay principal, interest and premium, if any, due on any Interest Payment Date for the Bonds due to insufficient funds in the Bond Fund, or if funds are withdrawn from the Reserve Fund to pay principal and/or interest on the Bonds the Fiscal Agent shall notify the Chief Financial Officer in writing of such fact, and the Chief Financial Officer shall notify CDIAC of such fact within 10 days of such Interest Payment Date. The Fiscal Agent has no obligation under this Agreement to provide notice or disclosure to the Bondowners of insufficient funds or anticipation of deficiency in the Bond Fund.

Section 4.03. Reserve Fund.

(A) Establishment of Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds Reserve Fund, and within the Reserve Fund shall be established a "2023 Reserve Account," to the credit of which a deposit shall be made as required by Section 3.02 and deposits shall be made as provided in Section 3.03(B). For each series of Additional Bonds, the Fiscal Agent shall establish a separate subaccount within the Reserve Fund for such series and moneys in each subaccount shall be held in trust by the Fiscal Agent for the benefit of the Owners of the respective series of Bonds.

The City has the right to either meet the Reserve Requirement at the time of issuance of a series of Bonds or at any time thereafter to cause the Fiscal Agent to release cash from the Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (1) a Qualified Reserve Fund Credit Instrument, and (2) in the case of a release, an opinion of Bond Counsel stating that such release will not, of itself, cause the portion of the interest on the Bonds secured thereby to become includable in gross income for purposes of federal income taxation. Upon tender of such items to the Fiscal Agent in connection with a release of cash, the Fiscal Agent will transfer such funds to the City. Prior to the expiration of any Qualified Reserve Fund Credit Instrument, if applicable, the City is obligated either to replace such Qualified Reserve Fund Credit Instrument with a new Qualified Reserve Fund Credit Instrument, or to deposit or cause to be deposited with the Fiscal Agent an amount of funds such that the funds on deposit in the Reserve Fund together with all Qualified Reserve Fund Credit Instruments held by the Fiscal Agent is at least equal to the Reserve Requirement (which funds may come from a draw by the Fiscal Agent on the Qualified Reserve Fund Credit Instrument prior to its expiration).

(B) Use of Fund. Except as otherwise provided in this Section, all amounts deposited in a reserve account of the Reserve Fund shall be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Bond Fund in the event of any deficiency within five days prior to any Interest Payment Date in the Bond Fund of the amount required for payment of the principal of, and interest on, the respective series of Bonds on such Interest Payment Date. Whenever transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Fiscal Agent shall provide written notice thereof to the Chief Financial Officer.

(C) Transfer of Excess of Reserve Requirement. Whenever, on the Business Day prior to any Interest Payment Date, the amount in any reserve account within the Reserve Fund exceeds the Reserve Requirement for the applicable series of Bonds covered by such reserve account (it being understood the City calculates the Reserve Requirement in accordance with the definition thereof), the Fiscal Agent shall provide written notice to the Chief Financial Officer of the amount of the excess. The Chief Financial Officer shall advise the Fiscal Agent in writing of the amount, if any, of any transfer required pursuant to Section 4.03(D) and 6.02 below, and otherwise direct the Fiscal Agent to transfer an amount equal to the excess to the Improvement Fund, if the Project has not been completed as of the date of such transfer, or if the Project has been completed, to the Bond Fund to be used for the payment of the principal of and interest on the Outstanding Bonds covered by the applicable reserve account in accordance with Section 4.02; provided, that to the extent that such excess results from the prepayment of Special Taxes and redemption of Bonds as provided in an Officer's Certificate in accordance with Section 2.03(B), such amount shall be transferred to the Prepayment Account and applied to the corresponding redemption of Bonds.

(D) Transfer for Rebate Purposes. Investment earnings on amounts in the Reserve Fund may be withdrawn from the Reserve Fund for purposes of making payment to the federal government to comply with Section 6.02.

(E) Transfer When Balance Exceeds Outstanding Bonds. Whenever the balance in a reserve account of the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds covered by such reserve account, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and after making any transfer required under Section 4.03(D) above and upon receipt of an Officer's Certificate directing it to do so, the Fiscal Agent shall transfer the amount in the applicable reserve account of the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date to the payment and redemption, in accordance with Section 4.02 or 2.03 as applicable, of all such Outstanding Bonds. In the event that the amount so transferred to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds covered by the applicable reserve account, the balance in such reserve account shall be transferred to the City, after payment of any amounts due the Fiscal Agent hereunder, to be used for any lawful purpose of the City.

Notwithstanding the foregoing, no amounts shall be transferred from a reserve account of the Reserve Fund pursuant to this Section 4.03(E) until after the calculation, pursuant to Section 6.02, of any amounts due to the federal government following payment of the respective series of Bonds and withdrawal of any such amount under Section 4.03(D) for purposes of making such payment to the federal government, and payment of any fees and expenses due to the Fiscal Agent.

(F) Investment. Moneys in each reserve account of the Reserve Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the applicable reserve account of the Reserve Fund to be used and disbursed as provided in this Section 4.03.

ARTICLE V

OTHER COVENANTS OF THE CITY

Section 5.01. Punctual Payment. The City will punctually pay or cause to be paid the principal of, and interest and any premium on, the Bonds when and as due in strict conformity with the terms of this Agreement, and it will faithfully observe and perform all of the conditions covenants and requirements of this Agreement and all Supplemental Agreements and of the Bonds.

Section 5.02. Limited Obligation. The Bonds are limited obligations of the City on behalf of the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in certain funds created hereunder as, and to the extent, set forth in Section 4.01.

Section 5.03. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the City shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and shall not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the City, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 5.04. Against Encumbrances. The City will not encumber, pledge or place any charge or lien upon any of the Special Tax Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, except as permitted by this Agreement.

Section 5.05. Books and Accounts. The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Special Tax Fund and to the Special Tax Revenues. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Fiscal Agent and the Owners of not less than 10% of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

The Fiscal Agent will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Bond Fund, the Reserve Fund, the Improvement Fund and the Costs of Issuance Fund. Such books of record and accounts shall at all times during business hours and upon reasonable prior notice, be subject to the inspection of the City and the Owners of not less than 10% of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

The Fiscal Agent may establish and maintain for so long as is necessary one or more temporary funds and accounts under this Agreement.

Section 5.06. Protection of Security and Rights of Owners. The City will preserve and protect the security of the Bonds and the rights of the Owners, and will warrant and defend their

rights against all claims and demands of all persons. From and after the delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

Section 5.07. Compliance with Law; Completion of Project. The City will comply with all applicable provisions of the Act and the law in completing the acquisition and construction of the Project; provided that the City shall have no obligation to advance any funds to complete the Project in excess of the amounts available therefor in the Improvement Fund.

Section 5.08. Private Activity Bond Limitation. The City shall assure that the proceeds of the 2023 Bonds are not so used as to cause the 2023 Bonds to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.

Section 5.09. Federal Guarantee Prohibition. The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the 2023 Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 5.10. Collection of Special Tax Revenues. The City shall comply with all requirements of the Act so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of delinquent Special Taxes.

On or within five (5) Business Days of each June 1, the Fiscal Agent shall provide the Chief Financial Officer with a notice stating the amount then on deposit in the Bond Fund and the reserve accounts of the Reserve Fund. The receipt of such notice by the Chief Financial Officer shall in no way affect the obligations of the Chief Financial Officer under the following two paragraphs. Upon receipt of such notice, the Chief Financial Officer shall ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits during the preceding and then current year.

The City shall effect the levy of the Special Taxes each Fiscal Year in accordance with the Ordinance such that the computation of the levy is complete before the final date on which the County Auditor will accept the transmission of the Special Tax amounts for the parcels within Improvement Area No. 2 for inclusion on the next secured real property tax roll. Upon the completion of the computation of the amounts of the levy, the City shall prepare or cause to be prepared, and shall transmit to the Chief Financial Officer, such data as the County Auditor requires to include the levy of the Special Taxes on the next secured real property tax roll.

The City shall fix and levy the amount of Special Taxes within Improvement Area No. 2 required for the payment of principal of and interest on any outstanding Bonds secured by the Special Tax Revenues becoming due and payable during the ensuing Bond Year, including any necessary replenishment or expenditure of amounts in the Reserve Fund and an amount estimated to be sufficient to pay the Administrative Expenses during such year, all in accordance with the Special Tax Formula and the Ordinance. In any event, the Special Taxes so levied shall not exceed the authorized amounts as provided in the proceedings pursuant to the Special Tax Formula.

The Special Taxes shall be payable and be collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property. Notwithstanding the foregoing, the Special Taxes may be

collected in such other manner as the City shall prescribe if necessary to pay the debt service on the Bonds.

Section 5.11. Further Assurances. The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for the better assuring and confirming unto the Owners of the rights and benefits provided in this Agreement.

Section 5.12. No Arbitrage. The City shall not take, or permit or suffer to be taken by the Fiscal Agent or otherwise, any action with respect to the gross proceeds of the Bonds which if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and Regulations.

Section 5.13. Maintenance of Tax-Exemption. The City shall take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the Owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Bonds.

Section 5.14. Annual State Reports. The following requirements shall apply to the Bonds:

(A) Annual Reporting. Not later than October 30 of each calendar year, beginning with the October 30 first succeeding the date of the Bonds, and in each calendar year thereafter until the October 30 following the final maturity of the Bonds, the City shall prepare and supply the California Debt and Investment Advisory Commission ("CDIAC"), by mail, postage prepaid, with the information required under Section 53359.5(b) of the Act. Not later than January 1 of the year following issuance of the Bonds, and at least once a year thereafter, the Chief Financial Officer shall file a report with the City Council in accordance with the requirements of Government Code Section 53411, which report shall contain: (a) the amount of Special Taxes collected and expended; and (b) if applicable, the status of the Project. In addition, no later than seven months after the end of the City's fiscal year, the City shall prepare and supply to CDIAC the information required by Section 8855(k) of the Government Code. The annual reporting shall be made using such form or forms as may be prescribed by CDIAC.

(B) Other Reporting. If at any time the Fiscal Agent fails to pay principal and interest due on any scheduled payment date for the Bonds, or if funds are withdrawn from the Reserve Fund to pay principal and interest on the Bonds, the Fiscal Agent shall notify the Chief Financial Officer of such failure or withdrawal in writing. An official of the City shall notify CDIAC pursuant to Government Code Section 53359.5(c) within 10 days of the occurrence of any of the following events: (i) the scheduled principal or interest on the Bonds is not paid; or (ii) a draw on the Reserve Fund to pay to pay principal and interest on the Bonds which draw causes the Reserve Fund to be reduced to an amount less than the Reserve Requirement.

(C) Amendment. The reporting requirements of this Section 5.14 shall be amended from time to time, without action by the City or the Fiscal Agent, to reflect any amendments to the applicable provisions of the Government Code, including the Act.

(D) Reports to Bondowners. The Chief Financial Officer shall provide copies of any reports required by this Section to any Bondowner upon the written request of a Bondowner and payment by the person requesting the information of the cost of the City to photocopy and pay any postage or other delivery cost to provide the same, as determined by the Chief Financial Officer. The term “Bondowner” for purposes of this Section shall include any beneficial owner of the Bonds as described in Section 2.12.

(E) No Liability. None of the City and its officers, agents and employees, or the Fiscal Agent shall be liable for any inadvertent error in reporting the information required by this Section.

Section 5.15. Covenant to Foreclose. The City hereby covenants with and for the benefit of the Owners of the Bonds that it will annually on or before September 1 of each year review the public records of the County of Placer relating to the collection of the Special Tax in order to determine the amount of the Special Tax collected in the prior Fiscal Year, and if the City determines on the basis of such review that the amount so collected is deficient by more than 5% of the total amount of the Special Tax levied in such Fiscal Year, it will within 30 days thereafter institute foreclosure proceedings as authorized by the Act in order to enforce the lien of the delinquent installment of the Special Tax against each separate lot or parcel of land in Improvement Area No. 2 for which such installment of the Special Tax is delinquent, and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale; *provided*, that if the City determines on the basis of such review that (a) the amount so collected is deficient by less than 5% of the total amount of the Special Tax levied in Improvement Area No. 2 in such Fiscal Year, but that property owned by any single property owner in Improvement Area No. 2 is delinquent by more than \$5,000 with respect to the Special Tax due and payable by such property owner in such Fiscal Year, or (b) property owned by any single property owner in Improvement Area No. 2 is delinquent cumulatively by more than \$3,250 with respect to the current and past Special Tax due (irrespective of the total delinquencies in Improvement Area No. 2), then the City will institute, prosecute and pursue such foreclosure proceedings in the time and manner provided herein against each such property owner. The Chief Financial Officer shall notify legal counsel of any such delinquency of which it is aware, and such legal counsel shall commence, or cause to be commenced, such actions to collect such delinquencies and subsequent foreclosure proceedings in such a manner as such counsel deems appropriate.

Section 5.16. Continuing Disclosure to Owners. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Agreement, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered a default hereunder; *provided*, any Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate to compel performance by the City of its obligations thereunder, including seeking mandate or specific performance by court order.

Section 5.17. Additional Bonds.

(A) Issuance of Additional Bonds. In addition to the 2023 Bonds, the City may, by a Supplemental Agreement, authorize the issuance of one or more additional series of special tax bonds (the “Additional Bonds”), payable from Special Taxes and secured by the Special Tax Revenues and other amounts pledged to the Bonds, as and to the extent set forth in Section 4.01, equally and ratably with 2023 Bonds, and the City may issue, and the Fiscal Agent may authenticate and deliver to the purchaser thereof, such Additional Bonds in the principal amount

as shall be determined by the City, subject to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Additional Bonds:

- (i) No default in the 2023 Bonds shall have occurred and then be continuing,
- (ii) The issuance of the Additional Bonds shall have been duly authorized by the City, and not exceed the maximum bonded indebtedness authorized under the Act.
- (iii) The Additional Bonds shall be payable as to principal on September 1 in each year in which principal becomes due, and shall be payable as to interest semiannually on March 1 and September 1.
- (iv) There shall be deposited into a reserve account of the Reserve Fund, an amount at least equal to the Reserve Requirement with respect to such Additional Bonds.
- (v) After giving effect to the issuance of the Additional Bonds:
 - (a) For each Bond Year the Additional Bonds are Outstanding, projected Special Taxes Revenues, if levied at the maximum annual Special Tax rates per the Special Tax Formula, in each Fiscal Year are at least equal to 110% of Debt Service due in the Bond Year that begins in the corresponding Fiscal Year, as calculated by the special tax consultant to the City;
 - (b) The aggregate value of all parcels in Improvement Area No. 2 subject to the Special Tax, including then existing improvements and any facilities to be constructed or acquired with the proceeds of the Additional Bonds, as determined by an MAI appraisal, assessed valuations shown on the then current County tax roll, or by a combination of both methods, is at least 3 times the sum of (1) the aggregate principal amount of all Bonds then Outstanding, plus (2) the aggregate principal amount of the Additional Bonds proposed to be issued, plus (3) the proportionate principal amount of any bonds then outstanding and payable from assessments which are a lien against property in Improvement Area No. 2, plus (4) a portion of the aggregate principal amount of all bonds issued under the Act, other than 2023 Bonds then Outstanding and the Additional Bonds, payable at least partially from special taxes to be levied on parcels of land subject to the Special Tax within Improvement Area No. 2 (the “**Other Mello-Roos Bonds**”) equal to the aggregate principal amount of the Other Mello-Roos Bonds multiplied by a fraction, the numerator of which is the amount of special taxes levied for the Other Mello-Roos Bonds on parcels of land within Improvement Area No. 2 subject to the Special Tax, and the denominator of which is the total amount of special taxes levied for the Other Mello-Roos Bonds on all parcels of land subject to the Special Tax against which the special taxes are levied to pay the Other Mello-Roos Bonds (such fraction to be determined based upon the special taxes which could be levied the year in which the Additional Bonds are issued, as determined by the City), based upon information from the most recent available Fiscal Year.

Nothing in this Section or in this Agreement shall prevent or be construed to prevent the Supplemental Agreement providing for the issuance of Additional Bonds from pledging or

otherwise providing, in addition to the security given or intended to be given by this Agreement, additional security for the benefit of such Additional Bonds or any portion thereof.

Additional Bonds may be issued to finance the Project and/or to refund outstanding Bonds. Additional Bonds may be issued for the purpose of refunding any outstanding Bonds without meeting the foregoing conditions so long as debt service on the refunding Bonds in each Bond Year is less than debt service on the Bonds refunded.

Nothing in this Agreement shall be interpreted to prohibit issuance of bonds or Additional Bonds secured on a subordinate basis to the Bonds.

(B) Proceedings for Issuance of Additional Bonds. Whenever the City shall determine to issue Additional Bonds:

(i) The City shall authorize the execution of a Supplemental Agreement specifying the principal amount and prescribing the forms of the Additional Bonds and providing the terms, conditions, distinctive designation, denominations, methods of numbering, date, maturity date or dates, interest rate or rates (or the manner of determining same), interest payment dates, redemption provisions (including the amount and dates of mandatory sinking fund payments, if any), place or places of payment of principal or redemption price, if any, application of the proceeds thereof and any other provisions respecting the Additional Bonds not inconsistent with the terms of this Agreement, and

(ii) The Fiscal Agent shall receive an Officer's Certificate stating that the requirements of Section 5.17(A) have been met.

Section 5.18. Yield of the Bonds. In determining the yield of the Bonds to comply with Section 5.12 and Section 6.02, the City will take into account redemption (including premium, if any) in advance of maturity based on the reasonable expectations of the City, as of the closing date of the Bonds, without regard to whether or not redemption moneys are received or Bonds are redeemed.

ARTICLE VI

INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS; LIABILITY OF THE CITY

Section 6.01. Deposit and Investment of Moneys in Funds. Subject in all respects to the provisions of Section 6.02, moneys in any fund or account created or established by this Agreement and held by the Fiscal Agent, shall be invested by the Fiscal Agent in Permitted Investments, as directed pursuant to an Officer's Certificate filed (including by facsimile transmission) with the Fiscal Agent at least two (2) Business Days in advance of the making of such investments (such Officer's Certificate to specify the particular Permitted Investment to be made). In the absence of any such Officer's Certificate, the Fiscal Agent shall hold such moneys uninvested as cash and notify the Chief Financial Officer that it is doing so until further direction is received from the Chief Financial Officer. 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 Chief Financial Officer shall be invested by the Chief Financial Officer in any lawful investments that the City may make, which by their terms mature prior to the date on which such moneys are required to be paid out hereunder. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account, subject, however, to the requirements of this Agreement for transfer of interest earnings and profits resulting from investment of amounts in funds and accounts.

The Fiscal Agent may act as principal or agent in the acquisition or disposition of any investment. The Fiscal Agent shall not incur any liability for losses, fees, taxes or other charges arising from or incurred in connection with any investments, reinvestments or liquidations of any investments made pursuant to this Section and hereunder. Any losses arising from any investments made pursuant to this Section shall be offset against interest earnings and profits retained in the same fund. In the event of a loss on the sale of such investments (after giving effect to any interest or other income thereon except to the extent theretofore paid to the City), the Fiscal Agent shall have no responsibility in respect of such loss except that the Fiscal Agent shall notify the City of the amount of such loss and the District shall promptly pay such amount to the Fiscal Agent to be credited as part of the moneys originally invested.

Except as otherwise provided in the next sentence, all investments of amounts deposited in any fund or account created by or pursuant to this Agreement, or otherwise containing gross proceeds of the Bonds (within the meaning of Section 148 of the Code), shall be acquired, disposed of, and valued (as of the date that valuation is required by this Agreement or the Code) at Fair Market Value. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code and (unless valuation is undertaken at least annually) investments in the Reserve Fund shall be valued by the City at their present value (within the meaning of Section 148 of the Code). The Fiscal Agent shall not be liable for verification of the application of such sections of the Internal Revenue Code of 1986, as amended (the "Tax Code"), or for any determination of Fair Market Value or present value and may conclusively rely upon an Officer's Certificate as to such valuations.

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 Chief Financial Officer hereunder, provided that the Fiscal Agent or the Chief Financial Officer, 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 Chief Financial Officer, 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, subject to the second paragraph of this Section, neither the Fiscal Agent nor the Chief Financial Officer shall be liable or responsible for any loss resulting from the acquisition or disposition of such investment security in accordance herewith.

The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City the right to receive brokerage confirmations of security transactions as they occur, the City specifically waives receipt of such confirmations to the extent permitted by law. The Fiscal Agent will furnish the City periodic cash transaction statements which include detail for all investment transactions made by the Fiscal Agent hereunder.

Section 6.02. Rebate of Excess Investment Earnings to the United States. The City covenants to calculate and rebate to the federal government, in accordance with the Regulations, excess investment earnings to the extent required by Section 148(f) of the Code.

The City shall notify the Fiscal Agent of any amounts determined to be due to the federal government, and the Fiscal Agent shall, upon receipt of an Officer's Certificate of the City, withdraw such amounts from the Reserve Fund pursuant to Section 4.03(D), and pay such amounts to the federal government as directed by the Officer's Certificate which shall comply with the requirements of the Code and the Regulations. In the event of any shortfall in amounts available to make such payments under Section 4.03(D), the Fiscal Agent shall notify the Chief Financial Officer in writing of the amount of the shortfall and the Chief Financial Officer shall make such payment from any amounts available in the Special Tax Fund. Any fees or expenses incurred by the Fiscal Agent or the City under or pursuant to this Section 6.02 shall be Administrative Expenses. The Fiscal Agent may rely conclusively and shall be fully protected from liability in conclusively relying upon the City's determinations, calculations, opinions, directions and certifications required by this Section. The Fiscal Agent shall have no responsibility to independently make any calculation or determination or to review the City's calculations hereunder or to confirm the adequacy or correctness of any rebate report. The Fiscal Agent shall be deemed conclusively to have complied with the provisions of this Agreement and any other agreement relating to the Bonds regarding calculation and payment of rebate if it follows the directions of the City or the District, and it shall have no independent duty to review or enforce the City's or District's compliance with such rebate requirements. Except to the extent expressly herein provided, the Fiscal Agent shall in no instance be responsible or liable for the tax treatment of the Bonds, the City's or District's compliance with the Code, or any other tax consequences in connection with the Bonds.

In order to provide for the administration of this Section 6.02, the City may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the City may deem appropriate.

Section 6.03. Limited Obligation. The City's obligations hereunder are limited obligations of the City on behalf of the District and are payable solely from and secured solely

by the Special Tax Revenues and the amounts in the Special Tax Fund, the Bond Fund and the Reserve Fund created hereunder.

ARTICLE VII

THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent. U.S. Bank Trust Company, National Association, at its Principal Office, is hereby appointed Fiscal Agent for the Bonds. The Fiscal Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Fiscal Agent.

Any a bank, national banking association or trust company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any a bank, national banking association or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any a bank, national banking association or trust company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, provided such company shall be eligible under the following paragraph of this Section, shall be and shall become 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, with 30 days' prior notice, 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 or removal by the City, the Fiscal Agent (at the expense of the City) 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 gross negligence or willful misconduct. The Fiscal Agent assumes no responsibility or liability for any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds. All indemnifications, rights, privileges, protections, immunities, benefits and releases from liability granted to the Fiscal Agent hereunder shall extend to the directors, officers and employees of the Fiscal Agent. The Fiscal Agent has no liability regarding the use or applications of the Bonds or 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, on their face, to the requirements of this Agreement (but need not confirm or investigate the accuracy of mathematical calculations or other facts stated therein). Except as provided above in this paragraph, the Fiscal Agent shall conclusively rely and be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, , reasonably and in accordance with the terms of this Agreement, upon any resolution, order, notice, request, consent or waiver, certificate, statement, affidavit, opinion, report, direction, bond, other evidence of indebtedness or other paper or document which it shall 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 grossly 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 satisfactory to the Fiscal Agent 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 in no event be responsible or liable for any failure or delay in the performance of its obligations hereunder or progress in respect thereto in the event of failure or unavoidable delay in the performance of such obligations arising out of or caused by, directly or indirectly, causes beyond its control, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, civil or military disturbance, accidents, acts of the other party, fires, floods, epidemics, pandemics, recognize public emergencies, quarantine restrictions, nuclear or natural catastrophes, strikes, work stoppages, 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, unusually severe weather or delays of suppliers or subcontractors due to such causes, interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services, hacking, cyber-attacks, or other use or infiltration of the Fiscal Agent's technological infrastructure exceeding authorized access or any similar event and/or occurrences beyond the control of the Fiscal Agent.

The Fiscal Agent, in its individual or other capacity, may become the owner of the Bonds with the same rights it would have if it were not the Fiscal Agent.

The Fiscal Agent shall not be concerned with or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

In no event shall the Fiscal Agent be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Fiscal Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

The Fiscal Agent shall not be deemed to have notice of any default unless an officer of the Fiscal Agent has actual knowledge thereof or unless written notice of any event which is in fact such a default is received by the Fiscal Agent at the Principal Office of the Fiscal Agent, and such notice references the Bonds and this Agreement.

Before taking any action hereunder at the request or direction of the Beneficial Owners or Owners, the Fiscal Agent may require that security or indemnity satisfactory to it be furnished to it for the reimbursement of its fees, costs, liabilities and all expenses (including attorneys' fees and expenses) which it may incur and to protect it against all liability.

The Fiscal Agent shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document, but the Fiscal Agent, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Fiscal Agent shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the District, personally or by agent or attorney at the sole cost of the District and shall incur no liability or additional liability of any kind by reason of such inquiry or investigation.

Delivery of any reports, information and documents to the Fiscal Agent is for informational purposes only and the Fiscal Agent's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the City's or District's compliance with any of its covenants hereunder. The Fiscal Agent shall have no duty to review or make independent investigation with respect to any of the foregoing received by the Fiscal Agent, and shall hold the same solely as repository.

Money held by the Fiscal Agent in trust hereunder need not be segregated from other funds except to the extent required by law. The Fiscal Agent shall be under no liability for interest on any money received by it hereunder except as otherwise agreed in writing with the City.

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 gross negligence or willful misconduct.

The Fiscal Agent may execute any of the trusts or powers hereof and perform the duties required of it hereunder either directly or by or through attorneys or agents, and shall be entitled to rely on advice of counsel concerning all matters of trust and its duty hereunder.

Section 7.03. Information. The Fiscal Agent shall provide to the City such information relating to the Bonds and the funds and accounts maintained by the Fiscal Agent hereunder as the City shall reasonably request, including but not limited to quarterly statements reporting funds held and transactions by the Fiscal Agent.

Section 7.04. Notice to Fiscal Agent. The Fiscal Agent may conclusively 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, statement, opinion, instrument, direction, note, 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 trusts or 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 acts, omissions, 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 of its selection, 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, omitted or suffered by it hereunder in good faith and in accordance therewith.

The Fiscal Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means by an Authorized Officer (or his or her designee) ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, other similar unsecure electronic methods, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Fiscal Agent, or another method or system specified by the Fiscal Agent as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Fiscal Agent an incumbency certificate for each person with the authority to provide such Instructions and containing specimen signatures of such persons, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Fiscal Agent Instructions using Electronic Means and the Fiscal Agent in its discretion elects to act upon such Instructions, the Fiscal Agent's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Fiscal Agent cannot determine the identity of the actual sender of such Instructions and that the Fiscal Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer (or designee) listed on the incumbency certificate provided to the Fiscal Agent have been sent by such Authorized Officer (or designee). The City shall be responsible for ensuring that only Authorized Officers (or their designees) transmit such Instructions to the Fiscal Agent and that the City is

solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Fiscal Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Fiscal Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Fiscal Agent, including without limitation the risk of the Fiscal Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Fiscal Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Fiscal Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

The Fiscal Agent shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto satisfactorily established, if disputed.

Whenever in the administration of its duties under this Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Fiscal Agent, be deemed to be conclusively proved and established by a certificate of the City, and such certificate shall be full warrant to the Fiscal Agent for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 7.05. Compensation, Indemnification. The City shall pay to the Fiscal Agent from time to time such compensation agreed to in writing from time to time for all services rendered as Fiscal Agent under this Agreement, and also all fees, expenses, charges, counsel fees, advances 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, losses, taxes, damages or liabilities, including, without limitation, fees and expenses of its attorneys which it may incur in connection with and arising out of the exercise and performance of its powers and duties hereunder, including the costs and expenses of enforcing the provisions of this Agreement (including this Section) against the District or the City and defending itself against any claim (whether asserted by the District, the City or any Owner or any other person), or liability in connection with the exercise or performance of any of its powers or duties hereunder which are not due to its gross negligence or willful misconduct. The obligation of the City under this Section shall survive resignation or removal of the Fiscal Agent under this Agreement and payment of the Bonds and discharge of this Agreement.

ARTICLE VIII

MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted. This Agreement and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Agreement pursuant to the affirmative vote at a meeting of Owners, or with the written consent without a meeting, of the Owners of at least 60% in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 8.04. No such modification or amendment shall, with respect to Bonds then Outstanding, (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the City of any pledge or lien upon the Special Taxes superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by the Act, the laws of the State of California or this Agreement), or reduce the percentage of Bonds required for the amendment hereof. No such amendment may modify any of the rights or obligations of the Fiscal Agent without its written consent.

This Agreement and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Agreement, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(A) to add to the covenants and agreements of the City in this Agreement contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(B) to make modifications not adversely affecting any outstanding series of Bonds in any material respect, including to effectuate the issuance of Additional Bonds in accordance with Section 5.17;

(C) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Agreement, or in regard to questions arising under this Agreement, as the City and the Fiscal Agent may deem necessary or desirable, and which shall not adversely affect the rights of the Owners of the Bonds; or

(D) to make such additions, deletions or modifications as may be necessary or desirable to assure compliance with Section 148 of the Code relating to required rebate of excess investment earnings to the United States or otherwise as may be necessary to assure exclusion from gross income for federal income tax purposes of interest on the Bonds or to conform with the Regulations.

No such amendment may modify any of the rights or obligations of the Fiscal Agent without its written consent.

Section 8.02. Owners' Meetings. The City may at any time call a meeting of the Owners. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof and to fix and adopt rules and regulations for the conduct of said meeting.

Section 8.03. Procedure for Amendment with Written Consent of Owners. The City and the Fiscal Agent may at any time enter into a Supplemental Agreement amending the provisions of the Bonds or of this Agreement or any Supplemental Agreement, to the extent that such amendment is permitted by Section 8.01, to take effect when and as provided in this Section. A copy of such Supplemental Agreement, together with a request to Owners for their consent thereto, if such consent is required under Section 8.01, shall be mailed by first class mail, at the expense of the City, by the Fiscal Agent to each Owner of Bonds Outstanding, but failure to mail copies of such Supplemental Agreement and request shall not affect the validity of the Supplemental Agreement when assented to as in this Section provided.

If consent of the Owners is required under Section 8.01, such Supplemental Agreement shall not become effective unless there shall be filed with the Fiscal Agent the written consents of the Owners of at least 60% in aggregate principal amount of the Bonds then Outstanding (exclusive of Bonds disqualified as provided in Section 8.04) and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 9.04. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Fiscal Agent prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Agreement, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Agreement, stating in substance that the Supplemental Agreement has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Agreement or consents thereto). Proof of the mailing of such notice shall be filed with the Fiscal Agent. A record, consisting of the papers required by this Section 8.03 to be filed with the Fiscal Agent, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Agreement shall become effective upon the filing with the Fiscal Agent of the proof of mailing of such notice, and the Supplemental Agreement shall be deemed conclusively binding (except as otherwise herein above specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of 60 days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 8.04. Disqualified Bonds. Bonds actually known by the Fiscal Agent to be owned or held for the account of the City, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds provided for in this Article VIII, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Article VIII. The City shall provide an Officer's Certificate to the Fiscal Agent listing those Bonds which are disqualified pursuant to this Section 8.04.

Section 8.05. Effect of Supplemental Agreement. From and after the time any Supplemental Agreement becomes effective pursuant to this Article VIII, this Agreement shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations under this Agreement of the City and all Owners of Bonds Outstanding shall

thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Agreement shall be deemed to be part of the terms and conditions of this Agreement for any and all purposes. The Fiscal Agent may, but shall not be obligated to, enter into any such Supplemental Agreement which affects the Fiscal Agent's own rights, duties or immunities under this Agreement or otherwise.

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 at the expense of the City. 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 and at the expense of the City, for Bonds then Outstanding, upon surrender of such Bonds.

Section 8.07. Amendatory Endorsement of Bonds. The provisions of this Article VIII shall not prevent any Owner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

Section 8.08. Opinion of Counsel Regarding Supplemental Agreement. The Fiscal Agent shall be furnished, upon request, an opinion of counsel that any Supplemental Agreement entered into by the City and the Fiscal Agent complies with the provisions of this Article VIII, and the Fiscal Agent may conclusively rely upon such opinion.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties. Nothing in this Agreement expressed or implied, is intended to give to any person other than the City, the Fiscal Agent and the Owners, any right, remedy, claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Fiscal Agent.

Section 9.02. Successor is Deemed Included in All References to Predecessor. Whenever in this Agreement or any Supplemental Agreement either the City or the Fiscal Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the City or the Fiscal Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Discharge of Agreement. If the City shall pay and discharge the entire indebtedness on all or any portion of the Bonds Outstanding in any one or more of the following ways:

(A) by well and truly paying or causing to be paid the principal of, and interest and any premium on, such Bonds Outstanding, as and when the same become due and payable;

(B) by depositing with the Fiscal Agent or other fiduciary, at or before maturity, money which, together with (in the event that all of the Bonds are to be defeased) the amounts then on deposit in the funds and accounts provided for in Sections 4.02 and 4.03, is fully sufficient to pay such Bonds Outstanding, including all principal, interest and redemption premiums, or;

(C) by irrevocably depositing with the Fiscal Agent or other fiduciary, cash and Federal Securities in such amount as the City shall determine as confirmed by an independent certified public accountant will, together with the interest to accrue thereon and (in the event that all of the Bonds are to be defeased) moneys then on deposit in the fund and accounts provided for in Sections 4.02 and 4.03, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates;

and if such Bonds are to be redeemed prior to the maturity thereof notice of such redemption shall have been given as in this Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, then, at the election of the City, and notwithstanding that any Bonds shall not have been surrendered for payment, the pledge of the Special Taxes and other funds provided for in this Agreement and all other obligations of the City under this Agreement with respect to such Bonds Outstanding shall cease and terminate, except only the obligations of the City (i) under Section 5.13 (Maintenance of Tax-Exemption) and (ii) to pay or cause to be paid to the Owners of the Bonds not so surrendered and paid all sums due thereon and all amounts owing to the Fiscal Agent pursuant to Section 7.05; and thereafter Special Taxes shall not be payable to the Fiscal Agent. Notice of such election shall be filed with the Fiscal Agent.

Any funds thereafter held by the Fiscal Agent upon payments of all fees and expenses of the Fiscal Agent, which are not required for said purpose, shall be paid over to the City. The City shall pay and indemnify the Fiscal Agent against any tax, fee or other charge imposed on or assessed against the Federal Securities deposited pursuant to this Section or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Owners of Outstanding Bonds.

Section 9.04. Execution of Documents and Proof of Ownership by Owners. Any request, declaration or other instrument which this Agreement may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, consent, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books.

Any request, consent, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Fiscal Agent in good faith and in accordance therewith.

Section 9.05. Waiver of Personal Liability. No member, officer, agent or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.06. Notices to and Demands on City and Fiscal Agent. Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Fiscal Agent to or on the City may be given or served by being deposited postage prepaid in a post office letter box, by overnight courier or by electronic means (with receipt confirmed by telephone) addressed (until another address is filed by the City with the Fiscal Agent) as follows:

City of Roseville
311 Vernon Street
Roseville, California 95678
Attention: Chief Financial Officer
Fax: (916) 746-1220

Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the City to or on the Fiscal Agent may be given or served by being deposited postage prepaid in a post office letter box, by overnight courier or by electronic means (with receipt confirmed by telephone) addressed (until another address is filed by the Fiscal Agent with the City) as follows:

U.S. Bank Trust Company, National Association
One California Street, Suite 1000
San Francisco, CA 94111
Attention: Global Corporate Trust
Fax: (415) 677-3768

Section 9.07. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The City hereby declares that it would have adopted this Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Agreement may be held illegal, invalid or unenforceable.

Section 9.08. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Fiscal Agent in trust for the payment and discharge of the principal of, and the interest and any premium on, the Bonds which remain unclaimed for two years after the date when the payments of such principal, interest and premium have become payable, if such moneys were held by the Fiscal Agent at such date, shall be repaid by the Fiscal Agent to the City as its absolute property free from any trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the 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. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement and signature pages for all purposes.

Section 9.14. Waiver of Jury Trial. EACH OF THE DISTRICT, THE CITY, THE OWNERS AND THE FISCAL AGENT HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 9.15. U.S.A. Patriot Act. The City and the District acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Fiscal Agent, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Fiscal Agent. The City and the District agree that they will provide the Fiscal Agent with such information as it may request in order for the Fiscal Agent to satisfy the requirements of the U.S.A. Patriot Act.

IN WITNESS WHEREOF, the City of Roseville has authorized the execution of this Agreement by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on _____, 2023, and the Fiscal Agent has caused this Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation,
for and on behalf of the City of Roseville
Creekview 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
Chief Financial Officer

EXHIBIT A

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

No. _____

\$ _____

CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2023

INTEREST RATE:
%

MATURITY DATE:
September 1, 20__

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 Creekview Community Facilities District No. 1 (Public Facilities) (the "District"), for value received, hereby promises to pay solely from the Special Tax Revenues (as hereinafter defined) or amounts in certain funds and accounts held under the Agreement (as hereinafter defined), to the Registered Owner named above, or registered assigns (the "Owner"), on the Maturity Date set forth above, unless redeemed prior thereto as hereinafter provided, the Principal Amount set forth above, and to pay interest on such principal amount from the Bond Date shown above, or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, semiannually on March 1 and September 1, commencing March 1, 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 (the "Fiscal Agent"). Interest on this Bond shall be paid by check of the Fiscal Agent mailed by first class mail on each Interest Payment Date to the Owner hereof as of the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs whether or not such day is a Business Day (the "Record Date") at such Owner's address as it appears on the registration books maintained by the Fiscal Agent, or by wire transfer made on such Interest Payment Date upon written instructions delivered to the Fiscal Agent by the applicable Record Date of any Owner of \$1,000,000 or more in aggregate principal amount of Bonds.

This Bond is one of a duly authorized issue of bonds approved by resolution of the City Council of the City adopted on _____, 2023 (the "Resolution"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311, *et seq.*, of the California Government Code (the "Mello-Roos Act") for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District, and is one of the bonds designated "City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax 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 July 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 Special Tax Revenues and the amounts in certain funds held under the Agreement. "Special Tax Revenues" means the proceeds of the facilities special tax ("Special Taxes") levied under the Mello-Roos Act in Improvement Area No. 2 of the District that are received by the City, including all scheduled payments and delinquent payments thereof, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the special taxes, net of a 1% administration charge of the County (as such charge may be changed in the future), but not including interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure.

Interest on this Bond shall be payable from the Interest Payment Date next preceding the date of authentication hereof, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) such date of authentication is after a Record Date but on or prior to an Interest Payment Date, in which event interest will be payable from such Interest Payment Date, or (iii) such date of authentication is prior to the first Record Date, in which event interest will be payable from the Bond Date shown above; provided however, that if at the time of authentication of this Bond, interest is in default hereon, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment hereon.

Any tax for the payment hereof shall be limited to the Special Tax, except to the extent that provision for payment has been made by the City as may be permitted by law. The Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than described herein above.

The Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, _____ at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, _____ through August 31, _____	103%
September 1, _____ through August 31, _____	102
September 1, _____ through August 31, _____	101
September 1, _____ and any date thereafter	100

The Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
Interest Payment Dates through and including March 1, 2029	103%
September 1, _____ and March 1, _____	102
September 1, _____ and March 1, _____	101
September 1, _____ and any Interest Payment Date thereafter	100

The Term 2023 Bonds maturing September 1, _____, September 1, _____ and September 1, _____ are subject to mandatory sinking payment redemption in part on September 1, _____, September 1, _____ and September 1, _____, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term 2023 Bonds Maturing September 1, _____

Mandatory Redemption Date <u>(Sept. 1)</u>	Sinking Fund Payment <u>Payment</u>
--	---

(maturity)

Term 2023 Bonds Maturing September 1, _____

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
---	-------------------------

(maturity)

Term 2023 Bonds Maturing September 1, _____

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
---	-------------------------

(maturity)

The amounts in the foregoing tables will be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the Bonds.

Notice of redemption with respect to the Bonds to be redeemed shall be given to the Owners thereof, in the manner, to the extent and subject to the provisions of the Agreement.

This Bond shall be registered in the name of the Owner hereof, as to both principal and interest. Each registration and transfer of registration of this Bond shall be entered by the Fiscal Agent in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof, interest hereon and any redemption premium shall be payable only to the registered owner or to such Owner's order. The Fiscal Agent shall require the Owner requesting transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfer or exchange hereof shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

The Agreement and the rights and obligations of the City thereunder may be modified or amended as set forth therein. The principal of the Bonds is not subject to acceleration upon a default under the Agreement or any other document. This Bond shall not become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been dated and manually signed by the Fiscal Agent. It is hereby certified, recited and declared that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond have existed, happened and been performed in due time,

form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Fiscal Agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the City of Roseville has caused this Bond to be executed by the facsimile signatures of the Mayor and the City Clerk of the City, all as of the Bond Date stated above.

CITY OF ROSEVILLE, for and on behalf of the
CITY OF ROSEVILLE CREEKVIEW
COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)

By: _____
Mayor

By: _____
City Clerk

FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the Resolution and the Agreement.

Dated: _____, 2023

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION**, *as Fiscal Agent*

By: _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer unto

(Name, address and Tax Identification Number of Assignee)

the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s) _____, attorney, _____ to transfer the same on the registration books of the Fiscal Agent with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTE: Signature(s) must be guaranteed by 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.

EXHIBIT B

**\$ _____
City of Roseville
Creekview Community Facilities District No. 1 (Public Facilities)
Improvement Area No. 2
Special Tax Bonds, Series 2023**

**OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT
FROM THE IMPROVEMENT FUND**

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am an "Authorized Officer" of the City, as such term is defined in that certain Fiscal Agent Agreement, dated as of July 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") and as such, am familiar with the facts herein certified and am authorized to certify the same;

(ii) under Section 3.04(B) of the Fiscal Agent Agreement, the undersigned hereby requests and authorizes the Fiscal Agent to disburse from the Improvement Fund established under the Fiscal Agent Agreement to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee, for payment or reimbursement of previous payment of a Project cost (as that term is defined in the Fiscal Agent Agreement) as described on attached Schedule A;

(iii) an obligation in the stated amount has been properly incurred and each such obligation is a proper charge against the Improvement Fund and has not been subject of any previous requisition of the City requesting disbursement;

(iv) there has not been filed with or served upon the City a stop notice or any other notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the money payable to the person named in this Officer's Certificate, which has not been released or will not be released with the payment of such obligation, other than materialmen's or mechanics' liens accruing by mere operation of laws; and

(v) in the case of each payment made under any contract for installation or construction, insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed or such materials, equipment or supplies were actually installed in furtherance of the Project or delivered at the site for that purpose or delivered for storage or fabrication at a place or places approved by the City.

Dated: _____, 20__

CITY OF ROSEVILLE

By: _____
Authorized Officer

SCHEDULE A

Payee Name and Address

Purpose of Obligation

Amount

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2023

NEW ISSUE–FULL BOOK ENTRY

NOT RATED

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 2023 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
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2023**

Dated: Date of Delivery

Due: September 1, as shown on inside cover

The bonds captioned above (the "2023 Bonds"), are being issued by the City of Roseville (the "City") by and through Improvement Area No. 2 ("Improvement Area No. 2") of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the "District"). The 2023 Bonds are special tax obligations of the City, authorized pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being California Government Code Section 53311, et seq. (the "Act"), and are issued pursuant to the Resolution of Issuance (as defined herein) and a Fiscal Agent Agreement dated as of July 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 2023 Bonds are being issued to (i) construct and/or acquire certain authorized public facilities, (ii) provide for a deposit to a debt service reserve account for the 2023 Bonds, (iii) pay capitalized interest on the 2023 Bonds through September 1, 2023 and (iv) pay costs of issuance of the 2023 Bonds. Interest on the 2023 Bonds is payable semiannually on March 1 and September 1 of each year, commencing September 1, 2023. The 2023 Bonds represent the first series of special tax bonds issued for Improvement Area No. 2 and the issuance of additional parity bonds in the future is contemplated, subject to the conditions set forth in the Fiscal Agent Agreement. See "THE BONDS – Authority for Issuance" and "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Future Parity Bonds."

The 2023 Bonds are being issued as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), and will be available to ultimate purchasers in the denomination of \$5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

The 2023 Bonds are secured by and payable from a pledge of Special Tax Revenues (as defined herein) derived from Special Taxes (as defined herein) to be levied by the City on real property within Improvement Area No. 2, from the proceeds of any foreclosure actions brought following a delinquency in the payment of the Special Taxes, and from amounts held in certain funds under the Fiscal Agent Agreement, all as more fully described herein. **Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the parcels within Improvement Area No. 2. In the event of delinquency, proceedings may be conducted only against the parcel of real property securing the delinquent Special Tax. There is no assurance the owners will be able to pay the Special Tax or that they will pay a Special Tax even though financially able to do so.** To provide funds for payment of the 2023 Bonds and the interest thereon as a result of any delinquent Special Taxes, the City will establish a debt service reserve account for the 2023 Bonds from proceeds of the 2023 Bonds, as described herein. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS."

Property currently in Improvement Area No. 2 and subject to the Special Tax is proposed to be developed into 561 taxable residential units, which represents "phase 3" and "phase 4" of the "Winding Creek" development ongoing within the Creekview Specific Plan, located in the northwest portion of the City. Final maps creating the 4 villages within phase 3 were recorded in August 2022, with final maps creating the 4 villages in phase 4 anticipated to record in September 2024. Anthem United Creekview Developments Limited Partnership, a Washington limited partnership (the "Master Developer"), which is the master developer of the project, has sold all 4 villages in phase 3 to merchant builders, as described herein. See "IMPROVEMENT AREA NO. 2 PLANNED DEVELOPMENT," "THE MASTER DEVELOPER," and "MERCHANT BUILDER INFORMATION."

The 2023 Bonds are subject to optional and mandatory redemption prior to maturity as described herein. See "THE BONDS – Redemption."

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY OF PLACER, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE 2023 BONDS. THE 2023 BONDS DO NOT CONSTITUTE A DEBT OF THE CITY WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL DEBT LIMITATION. THE INFORMATION SET FORTH IN THIS OFFICIAL STATEMENT, INCLUDING INFORMATION UNDER THE HEADING "SPECIAL RISK FACTORS," SHOULD BE READ IN ITS ENTIRETY.

This cover page contains certain information for general reference only. It is not a summary of all of the provisions of the 2023 Bonds. Prospective investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. See "SPECIAL RISK FACTORS" herein for a discussion of the special risk factors that should be considered, in addition to the other matters and risk factors set forth herein, in evaluating the investment quality of the 2023 Bonds.

The 2023 Bonds are offered when, as and if issued, subject to approval as to their legality by Jones Hall, a Professional Law Corporation, San Francisco, California, Bond Counsel. Certain legal matters will also be passed on by Jones Hall, as Disclosure Counsel, Stradling, Yocca, Carlson & Rauth, a Professional Corporation, Newport Beach, California, as counsel to the Underwriter, and Holland & Knight LLP, San Francisco, California, as counsel to the Master Developer. Certain legal matters will be passed upon for the City by the City Attorney. It is anticipated that the 2023 Bonds will be available for delivery to DTC on or about July ____, 2023.

[Piper Sandler logo]

The date of this Official Statement is _____, 2023.

* Preliminary; subject to change.

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX 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® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright (c) 2023 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the Underwriters or their agents or counsel take any responsibility for the accuracy of such numbers.

CITY OF ROSEVILLE, CALIFORNIA

City Council

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 Consultant and Administrator

Willdan Financial Services
Temecula, California

Appraiser

Integra Realty Resources
Sacramento, California

Fiscal Agent

U.S. Bank Trust Company, National Association
San Francisco, California

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the 2023 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 2023 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 2023 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 2023 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 2023 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 2023 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 2023 BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

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OFFICIAL STATEMENT

\$ _____ *

CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2023

This Official Statement, including the cover page and all Appendices hereto, is provided to furnish certain information in connection with the issuance by the City of Roseville (the “**City**”) by and through Improvement Area No. 2 (“**Improvement Area No. 2**”) of the City or Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the “**District**”) of the bonds captioned above (the “**2023 Bonds**”).

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Definitions of certain terms used herein and not defined herein have the meaning set forth in the Fiscal Agent Agreement. See “APPENDIX F – SUMMARY OF CERTAIN PROVISIONS OF FISCAL AGENT AGREEMENT.

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and attached appendices, and the documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of the 2023 Bonds to potential investors is made only by means of the entire Official Statement.

The City. The City is located in the Sacramento Valley near the foothills of the Sierra Nevada mountain range, about 16 miles northeast of Sacramento and 110 miles east of San Francisco. With an estimated population as of January 1, 2022 of approximately 151,034, the City is the largest city in Placer County (the “**County**”). For economic and demographic information regarding the area in and around the City, see “APPENDIX C – The City of Roseville and Placer County.”

The District and Improvement Area No. 2. On October 2, 2019, the City Council of the City (the “**City Council**”), as legislative body of the District, adopted a Resolution of Intention to form the District, and designate Improvement Area No. 1 as an improvement area therein, under the Mello-Roos Community Facilities Act of 1982, as amended (the “**Act**”), to levy a special tax and to incur bonded indebtedness for the purpose of financing certain authorized facilities. After

* Preliminary; subject to change.

conducting a noticed public hearing, on November 6, 2019, the City Council adopted a Resolution of Formation (the “**Resolution of Formation**”), which established the District, designated Improvement Area No. 1 as an improvement area therein, and formed a future annexation area for the District (the “**Future Annexation Area**”). In July 2022, the Master Developer (defined below) annexed a portion of the land (comprising phase 3 and phase 4 of the development) within the Future Annexation Area into the District as Improvement Area No. 2, approved the levy of special taxes pursuant to the Special Tax Formula (defined below), and established a bonded indebtedness limit for Improvement Area No. 2 of \$111,000,000.

The Master Developer and the Development. Property currently in Improvement Area No. 2 and subject to the Special Tax is proposed to be developed into 561 taxable residential units, which represents “phase 3” and “phase 4” of the “Winding Creek” development ongoing within the Creekview Specific Plan, located in the northwest portion of the City. Final maps creating the 4 villages within phase 3 recorded in August 2022. Final maps creating the lots within the 4 villages planned for phase 4 are anticipated to record in September 2024. Land in Improvement Area No. 2 also includes 168 HDR units designated as affordable units as part of “phase 3” of the project, which are not subject to the Special Tax and provide no security for repayment of the 2023 Bonds. Anthem United Creekview Developments Limited Partnership, a Washington limited partnership (the “**Master Developer**”), which is the master developer of the project, has sold all 4 villages in phase 3 to merchant builders, as described herein. The Master Developer owns the remaining taxable property in Improvement Area No. 2, consisting of large lots C-6, C-7, C-8 and C-20, which will be developed as “phase 4” of the project. See “IMPROVEMENT AREA NO. 2 PLANNED DEVELOPMENT” and “THE MASTER DEVELOPER.”

Land in Improvement Area No. 2 represents a portion of the larger “Winding Creek” development. Home building and sales in Improvement Area No. 1, which represents “phase 1” and “phase 2” of the project, is well underway, with 381 of the 544 total planned single-family residential units having sold and closed to individual homeowners as of May 2023. Phase 5 of the project (planned for an additional 285 single-family residential units) remains in the Future Annexation Area and will be the final phase to develop. *Only the land in Improvement Area No. 2 is security for the 2023 Bonds.*

The Merchant Builders. Of the planned 561 taxable lots in Improvement Area No. 2, 330 lots, comprising all of “Phase 3” of the project have been acquired by the following merchant builders (collectively, the “**Merchant Builders**”): Lennar Homes of California, LLC, a California limited liability company (“**Lennar Homes**”) (large lot C-5, planned for 74 homes); Meritage Homes of California, Inc., a California corporation (“**Meritage**”) (large lot C-22, planned for 82 homes); Woodside 05N LP, a California limited partnership (“**Woodside**”) (large lot C-9, planned for 97 homes); and Winding Creek C-21 – Roseville, L.P., a California limited partnership (“**Hearthstone Landbank**”), the land bank for D.R. Horton CA2, Inc., a California corporation (“**D.R. Horton**”) (large lot C-21, planned for 77 homes). The table on the following page shows the projected special tax levies for Fiscal Year 2023-24, by ownership. For additional details, see “IMPROVEMENT AREA NO. 2 PLANNED DEVELOPMENT” and “MERCHANT BUILDER INFORMATION.”

Ownership / Development Status / Village / Land Use ⁽¹⁾	No. of Parcels	Planned Units	Appraised Value ⁽²⁾	FY 2023-24 Maximum Tax ⁽³⁾	Projected FY 2023-24 Special Tax Levy * ⁽⁴⁾	Allocable Debt CFD Bonds * ⁽⁵⁾⁽⁶⁾	% of Total CFD Bonded Debt ⁽⁶⁾
Phase 3							
<u>Merchant Builders - Finished Lots</u>							
C-5 (LDR) Lennar Homes	74	74	\$10,730,000	\$234,818	\$225,301	\$3,898,504	24.99%
C-9 (LDR) Woodside Homes	97	97	14,550,000	307,802	295,326	5,110,183	32.76%
C-21 (MDR) D.R. Horton	77	77	8,778,000	192,266	184,472	3,192,017	20.46%
C-22 (MDR) Meritage Homes	82	82	10,004,000	204,751	196,451	3,399,296	21.79%
Total Phase 3	330	330	\$44,062,000	\$939,637	\$901,550	\$15,600,000	100.00%
Phase 4							
<u>Master Developer - Undeveloped</u>							
C-6 (LDR)	1	48	\$2,714,352	\$152,315	\$0	\$0	0.00%
C-7 (LDR)	1	74	4,184,626	234,818	0	0	0.00%
C-8 (LDR)	1	32	1,809,568	101,543	0	0	0.00%
C-20 (MDR)	1	77	3,501,454	192,266	0	0	0.00%
Total Phase 4	4	231	\$12,210,000	\$680,942	\$0	\$0	0.00%
Total	334	561	\$56,272,000	\$1,620,579	\$901,550	\$15,600,000	100.00%

* Preliminary, subject to change.

(1) Ownership, Development Status and Land Use as of May 1, 2023.

(2) Appraised Values as of May 1, 2023.

(3) Maximum Tax refers to Maximum Annual Facilities Special Tax.

(4) Special Tax refers to Special Facilities Tax.

(5) Represents the par amount of the 2023 Bonds.

(6) The value to lien ratios of the 4 undeveloped parcels comprising of Phase 4 are shown as "N/A" since this table allocates CFD Bonded Debt using each parcel's share of the projected FY 2023-24 Special Tax levy and none of the Phase 4 territory is expected to be levied in FY 2023-24. Should the appraised value of the Phase 4 parcels be considered in the Improvement Area's overall value to lien ratio, it would be 3.56 to 1.

Sources: Ownership and Development Status - Integra Realty Resources, Inc. and Master Developer; Appraised Value - Integra Realty Resources, Inc.; Land Use and Planned Number of Units - Improvement Area No. 2 Special Tax Formula; PACE Lien Charges - Placer County; Overlapping Debt - California Municipal Statistics, Inc. as compiled by Willdan Financial Services and Maximum Facilities Special Tax - Willdan Financial Services.

Authority for Issuance of the 2023 Bonds. The 2023 Bonds are issued pursuant to the Act, a resolution adopted by the City Council on _____, 2023 (the "**Resolution of Issuance**") and a Fiscal Agent Agreement dated as of July 1, 2023, (the "**Fiscal Agent Agreement**"), between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "**Fiscal Agent**").

Bond Terms. The 2023 Bonds will be dated as of and bear interest from the date of delivery thereof at the rate or rates set forth on the cover page of this Official Statement. Interest on the 2023 Bonds is payable on March 1 and September 1 of each year (each an "**Interest Payment Date**"), commencing September 1, 2023. The 2023 Bonds will be issued without coupons in denominations of \$5,000 or any integral multiple thereof.

The 2023 Bonds have been sized to provide an estimated 110% annual debt service coverage ratio from Special Tax Revenues for the 2023 Bonds based on the Maximum Annual Facilities Special Tax generated by the 330 taxable parcels within "phase 3" of Improvement Area No. 2, although all the land in Improvement Area No. 2 provides security for the 2023 Bonds. Additional Bonds, secured on parity with the 2023 Bonds, are expected to be issued to finance the acquisition and/or construction of additional Improvements in the future.

Registration of Ownership of 2023 Bonds. The 2023 Bonds will be issued only as fully registered bonds in book-entry form, registered in the name of Cede & Co., as nominee of The Depository Trust Company ("**DTC**"). Ultimate purchasers of 2023 Bonds will not receive physical certificates representing their interest in the 2023 Bonds. So long as the 2023 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 2023 Bonds. Payments of the principal, premium, if any, and interest on the 2023 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 2023 Bonds. Disbursements of such payments to DTC's Participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC's Participants and Indirect Participants, as more fully described herein. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Use of Proceeds. Proceeds of the 2023 Bonds will primarily be used to finance a portion of the costs of acquiring and constructing certain authorized infrastructure improvements (the "**Improvements**," as described herein) as part of the development being undertaken by the Master Developer. The Improvements consist generally of roadway, water, wastewater, drainage, and other infrastructure improvements necessary for development of property within the District, as well as park and open space improvements. Proceeds of the 2023 Bonds will also be deposited to a debt service reserve account for the 2023 Bonds, and to pay costs of issuance and to pay capitalized interest through September 1, 2023.

Security and Source of Payment of the 2023 Bonds. As security for the payment of the 2023 Bonds, a facilities special tax applicable to each taxable parcel in Improvement Area No. 2 will be levied and collected according to the facilities tax liability determined by the City Council through the application of the Rate, Method of Apportionment, and Manner of Collection of Special Tax for Improvement Area No. 2 (the "**Special Tax Formula**"). The Special Tax Formula is set forth in its entirety in APPENDIX A hereto. The Special Tax Formula includes a services special tax component which is not security for the 2023 Bonds. Pursuant to the Special Tax Formula, a "Facilities Special Tax" will be levied and collected until the earlier of (i) the "Transition Year" (defined herein) or (ii) Fiscal Year 2086-87, and a "Maintenance Special Tax" will be levied and collected in perpetuity beginning in the Transition Year. *Only the "Facilities Special Tax" is pledged to the payment of the 2023 Bonds, and the definition of "Special Taxes" used in the Fiscal Agent Agreement and this Official Statement refers only to the "Facilities Special Tax" levied in accordance with the Special Tax Formula.* See "SECURITY AND SOURCES OF PAYMENT OF THE BONDS – Special Tax Methodology."

The 2023 Bonds and any Additional Bonds that may be issued in the future pursuant to the terms of the Fiscal Agent Agreement are payable from the "**Special Tax Revenues**," consisting of the proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes, net of the administration charge of the County (currently at 1%), but do not include any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure. The 2023 Bonds are also payable from amounts held in certain funds and accounts pursuant to the Fiscal Agent Agreement, including a debt service reserve account, all as more fully described herein.

The Special Tax represents a lien on each parcel of land subject to the Special Tax, and failure to pay the Special Taxes could result in proceedings to foreclose the delinquent parcel. The Special Taxes do not constitute the personal indebtedness of the owners of taxed parcels. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS."

Additional Parity Bonds. The maximum authorized indebtedness for Improvement Area No. 2 is \$111,000,000, and the 2023 Bonds represent the first series of special tax bonds issued under this authorization. As development progresses one or more additional series of parity bonds

may be issued in the future to finance additional infrastructure improvements needed for the development of the project being undertaken by the Master Developer. In addition, the City may utilize a portion of the available authorized bond amount for the funding of certain deferred impact fees owed to the City, as described below under “– Use of Bond Authorization for Development Impact Fee Deferral Bonds.”

The District may issue additional bonds secured by Special Tax Revenues on parity with the 2023 Bonds (the “**Additional Bonds**,” and collectively, the “**Bonds**”), upon the satisfaction of certain conditions set forth in the Fiscal Agent Agreement. Following the issuance of the 2023 Bonds in the amount of \$ _____*, the remaining authorized amount of indebtedness to be issued is \$ _____. Additional Bonds are expected to be issued in the future for additional Improvements, including bonds which may be issued to pay for the Development Impact Fee Deferral (see the following paragraph). The actual aggregate amount of Additional Bonds to fund Improvements and the Development Impact Fee Deferral may vary depending on interest rates at the time of bond issuance, the timing of each bond issue and other factors that may impact the timing and size of each bond issue. So long as the 2023 Bonds are outstanding, issuance of any Additional Bonds must comply with certain conditions set forth in the Fiscal Agent Agreement, and no bonds having a lien senior to the lien of the 2023 Bonds are allowed. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Future Parity Bonds.”

Use of Bond Authorization for Development Impact Fee Deferral Bonds. In connection with the approval of development in the District (including Improvement Area No. 2), the City agreed that payment of certain impact fees owed by the Master Developer and merchant builders will be deferred (referred to as the “Development Impact Fee Deferral” in the Special Tax Formula) to allow payment of the deferred fees after the 2023 Bonds have been fully paid. The City expects to receive payment for the deferred impact fees either through continued collection of Special Taxes or through the issuance of future bonds after the 2023 Bonds and any Additional Bonds issued during the Initial Bonding Period have matured. If the City chooses to issue bonds to pay deferred impact fees, the remaining authorization will be available to be utilized by the City as a means therefor.

2023 Reserve Account of the Reserve Fund. A debt service reserve fund has been established under the Fiscal Agent Agreement (the “**Reserve Fund**”), and within the Reserve Fund, separate reserve accounts are being established for each series of Bonds. Accordingly, at the time of issuance of the 2023 Bonds, a reserve account will be established within the Reserve Fund for the benefit of the holders of the 2023 Bonds (the “**2023 Reserve Account**”). The 2023 Reserve Account is available solely for the payment of debt service on the 2023 Bonds and no other parity obligations. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – 2023 Reserve Account of the Reserve Fund.”

Appraised Value of Property. Property in Improvement Area No. 2 is security for the Special Tax that secures the Bonds. The City authorized the preparation of an appraisal report (the “**Appraisal**”) for certain real property within Improvement Area No. 2, which sets forth an aggregate value of appraised taxable property currently in Improvement Area No. 2 of \$56,272,000, as of May 1, 2023. The valuation assumes completion of the Improvements funded by the 2023 Bonds (but not any Additional Bonds that may be issued in the future) and accounts for the impact of the lien of the Special Tax on the value of the property. In considering the

* Preliminary; subject to change.

estimates of value evidenced by the Appraisal, it should be noted that the Appraisal is based upon a number of standard and special assumptions, which affect the estimates as to value. See "VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 2 – The Appraisal" and APPENDIX B.

The appraised value of property in Improvement Area No. 2 is 3.56 times the \$15,792,437* aggregate principal amount of the 2023 Bonds (\$15,600,000*) and overlapping general obligation bond debt (\$192,437). This is based on the entirety of Improvement Area No. 2, the value to lien ratio for individual parcels will vary from the average. See "VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 2 – Value to Special Tax Burden Ratios."

Risks of Investment; COVID-19. See the section of this Official Statement entitled "SPECIAL RISK FACTORS" for a discussion of special factors that should be considered, in addition to the other matters set forth herein, in considering the investment quality of the 2023 Bonds. ***In particular, no assurance can be given that the timing of construction of homes and/or sale of homes projected by the Master Developer or the Merchant Builders in this Official Statement will be accomplished. Neither the City nor the Underwriter can predict the impact of COVID-19 on home production and home sales activities or the willingness of owners of land in the District, including the Master Developer, the Merchant Builders, or any subsequent owners, to pay the Special Taxes securing the 2023 Bonds. See "SPECIAL RISK FACTORS – Pandemic Diseases."***

Limited Obligation of the City. The general fund of the City is not liable and the full faith and credit of the City is not pledged for the payment of the interest on, or principal of or redemption premiums, if any, on the 2023 Bonds. The 2023 Bonds are not secured by a legal or equitable pledge of or charge, lien or encumbrance upon any property of the City or any of its income or receipts, except the money in the funds established and pledged to the 2023 Bonds under the Fiscal Agent Agreement, and neither the payment of the interest on nor principal of or redemption premiums, if any, on the 2023 Bonds is a general debt, liability or obligation of the City. The 2023 Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restrictions, and neither the City Council, the City nor any officer or employee thereof are liable for the payment of the interest on or principal of or redemption premiums, if any, on the 2023 Bonds other than from the proceeds of the Special Taxes and the money in the funds established and pledged to the 2023 Bonds, as provided in the Fiscal Agent Agreement.

Summary of Information. Brief descriptions of certain provisions of the Fiscal Agent Agreement, the Bonds and certain other documents are included herein. The descriptions and summaries of documents herein do not purport to be comprehensive or definitive, and reference is made to each such document for the complete details of all its respective terms and conditions, copies of which are available for inspection at the office of the Chief Financial Officer of the City. All statements herein with respect to certain rights and remedies are qualified by reference to laws and principles of equity relating to or affecting creditors' rights generally. Capitalized terms used in this Official Statement and not otherwise defined herein have the meanings ascribed to such terms in the Fiscal Agent Agreement. The information and expressions of opinion herein speak only as of the date of this Official Statement and are subject to change without notice. Neither delivery of this Official Statement, any sale made hereunder, nor any future use of this Official Statement shall, under any circumstances, create any implication that there have been no changes to the City or the land in Improvement Area No. 2 since the date hereof. *Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so*

expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

ESTIMATED SOURCES AND USES OF FUNDS

A summary of the estimated sources and uses of funds associated with the sale of the 2023 Bonds follows:

Estimated Sources of Funds:

Principal Amount of 2023 Bonds	\$
Plus/Less: [Net] Original Issue Premium/Discount	
Total	\$

Estimated Uses of Funds:

Deposit to Improvement Fund	\$
Deposit to Bond Fund ⁽¹⁾	
Deposit to 2023 Reserve Account of the Reserve Fund ⁽²⁾	
Costs of Issuance ⁽³⁾	
Total	\$

(1) To pay capitalized interest on the 2023 Bonds through September 1, 2023.

(2) Equal to the initial Reserve Requirement for the 2023 Bonds.

(3) Includes fees of bond and disclosure counsel, fees, expenses and charges of the Fiscal Agent and its counsel, printing costs, fees of the special tax consultant and administrator, Appraiser, and Municipal Advisor, Underwriter's discount, and other costs of issuance.

THE BONDS

Authority for Issuance

The 2023 Bonds are issued pursuant to the Fiscal Agent Agreement, the Resolution of Issuance and the Act.

The 2023 Bonds have been sized to provide an estimated 110% annual debt service coverage ratio from Special Tax Revenues for the 2023 Bonds based on the Maximum Annual Facilities Special Tax generated by the 330 taxable parcels within “phase 3” of Improvement Area No. 2, although all the land in Improvement Area No. 2 provides security for the 2023 Bonds. Additional Bonds, secured on parity with the 2023 Bonds, are expected to be issued to finance the acquisition and/or construction of additional Improvements in the future. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Future Parity Bonds.”

Description of the Bonds

Bond Terms. The 2023 Bonds will be dated as of and bear interest from the date of delivery thereof at the rates and mature in the amounts and years, as set forth on the cover page hereof. The 2023 Bonds are being issued in the denomination of \$5,000 or any integral multiple thereof.

Interest on the 2023 Bonds will be payable semiannually on March 1 and September 1 of each year (each an “**Interest Payment Date**”), commencing September 1, 2023. The principal of the 2023 Bonds and premiums due upon the redemption thereof, if any, will be payable in lawful money of the United States of America at the designated principal corporate trust office of the Fiscal Agent in Los Angeles, California, or such other place as designated by the Fiscal Agent, upon presentation and surrender of the 2023 Bonds; provided that so long as any 2023 Bonds are in book-entry form, payments with respect to such 2023 Bonds will be made by wire transfer, or such other method acceptable to the Fiscal Agent, to DTC.

Book-Entry Only System. The 2023 Bonds are being issued as fully registered bonds, registered in the name of Cede & Co., as nominee of The Depository Trust Company (“**DTC**”), and will be available to ultimate purchasers under the book-entry system maintained by DTC. Ultimate purchasers of 2023 Bonds will not receive physical certificates representing their interest in the 2023 Bonds. So long as the 2023 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 2023 Bonds. The Fiscal Agent will make payments of the principal, premium, if any, and interest on the 2023 Bonds directly to DTC, or its nominee, Cede & Co., so long as DTC or Cede & Co. is the registered owner of the 2023 Bonds. Disbursements of such payments to DTC’s Participants are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of DTC’s Participants and Indirect Participants, as more fully described herein. See “APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

Calculation and Payment of Interest. Interest on the 2023 Bonds will be computed on the basis of a 360-day year consisting of twelve 30-day months. Interest on the 2023 Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on each Interest Payment Date by first class mail to the registered Owner thereof at such registered Owner’s address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the 15th day of the month preceding the month in

which the Interest Payment Date occurs whether or not such day is a Business Day (the “**Record Date**”) preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date, of any Owner of \$1,000,000 or more in aggregate principal amount of 2023 Bonds; provided that so long as any 2023 Bonds are in book-entry form, payments with respect to such 2023 Bonds will be made by wire transfer, or such other method acceptable to the Fiscal Agent, to DTC. See “APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

Each 2023 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 2023 Bond, interest is in default thereon, such 2023 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 2023 Bonds are registered in the name of Cede & Co., as nominee of DTC, payments of the principal, premium, if any, and interest on the 2023 Bonds will be made directly to DTC, or its nominee, Cede & Co. Disbursements of such payments to DTC’s Participants are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of DTC’s Participants and Indirect Participants, as more fully described herein. See “APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

Redemption*

Optional Redemption. The 2023 Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, 20__ at the following respective redemption prices (expressed as percentages of the principal amount of the 2023 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 20__ through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

Mandatory Redemption From Prepayments. The 2023 Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities of the 2023 Bonds and any Additional Bonds, as specified by the City, and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2023 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

* Preliminary; subject to change.

<u>Redemption Dates</u>	<u>Redemption Price</u>
March 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

Prepayments and amounts released from the 2023 Reserve Account in connection with Prepayments will be allocated to the redemption of the 2023 Bonds and any Additional Bonds as nearly as practicable on a proportionate basis based on the outstanding principal amount of the 2023 Bonds and any Additional Bonds and shall be applied to redeem 2023 Bonds and Additional Bonds as nearly as practicable on a pro rata basis among maturities in increments of \$5,000; provided, however, that, for Prepayments of less than \$50,000, the City may specify that Prepayments be applied to one or more maturities of the 2023 Bonds or Additional Bonds so long as there is delivered to the Fiscal Agent a certification of a Special Tax consultant or administrator that, following such redemption from Prepayments, the maximum Special Taxes that may be levied in each Fiscal Year on Developed Property in Improvement Area No. 2 is not less than 110% of Maximum Annual Debt Service.

See "SPECIAL RISK FACTORS – Potential Early Redemption of Bonds from Prepayments" for a discussion of the potential for the 2023 Bonds to be priced with original issue premium and then be redeemed from Special Tax prepayments prior to maturity.

Mandatory Sinking Fund Redemption. The Term 2023 Bonds maturing September 1, 20__ and September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__ and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term 2023 Bonds Maturing September 1, 20__

Mandatory Redemption Date <u>(Sept. 1)</u>	Sinking Fund Payment <u>Payment</u>
--	---

(maturity)

Term 2023 Bonds Maturing September 1, 20__

Mandatory
Redemption Date
(Sept. 1)

Sinking Fund
Payment

(maturity)

The amounts in the foregoing tables will be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the 2023 Bonds.

Purchase In Lieu of Redemption. In lieu of redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2023 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 2023 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

Redemption Procedure by Fiscal Agent. The Fiscal Agent will cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any 2023 Bonds designated for redemption, at their addresses appearing on the registration books in the Principal Office of the Fiscal Agent; but such mailing is not a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, will not affect the validity of the proceedings for the redemption of such 2023 Bonds.

Such notice will state the redemption date and the redemption price and, if less than all of the then Outstanding 2023 Bonds are to be called for redemption, will designate the CUSIP numbers and bond numbers of the 2023 Bonds to be redeemed by giving the individual CUSIP number and bond number of each 2023 Bond to be redeemed or will state that all 2023 Bonds between two stated bond numbers, both inclusive, are to be redeemed or that all of the 2023 Bonds of one or more maturities have been called for redemption, will state as to any 2023 Bond called in part the principal amount thereof to be redeemed, and will require that such 2023 Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and will state that further interest on such 2023 Bonds will not accrue from and after the redemption date.

The City has the right to rescind any notice of the optional redemption of 2023 Bonds and such notice may be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2023 Bonds then called for redemption.

Whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the 2023 Bonds of any maturity, the City will select the 2023 Bonds to be redeemed, from all 2023 Bonds or such given portion thereof of such maturity by lot in any manner which the City in its sole discretion deems appropriate. Upon surrender of 2023 Bonds redeemed in part

only, the City will execute and the Fiscal Agent will authenticate and deliver to the registered Owner, at the expense of the City, a new 2023 Bond or 2023 Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2023 Bond or 2023 Bonds.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2023 Bonds so called for redemption are deposited in the Bond Fund, such 2023 Bonds so called will cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in such notice.

Transfer or Exchange of Bonds

So long as the 2023 Bonds are registered in the name of Cede & Co., as nominee of DTC, transfers and exchanges of 2023 Bonds will be made in accordance with DTC procedures. See “APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM.” Any 2023 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 2023 Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form approved by the Fiscal Agent. Whenever any 2023 Bond or 2023 Bonds are surrendered for transfer or exchange, the City will execute and the Fiscal Agent will authenticate and deliver a new 2023 Bond or 2023 Bonds, for a like aggregate principal amount of 2023 Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any fees or expenses incurred by the Fiscal Agent in connection with any such transfer or exchange will be paid by the City. The Fiscal Agent will collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfers or exchanges of 2023 Bonds will be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of 2023 Bonds for redemption or (ii) with respect to a 2023 Bond after such 2023 Bond has been selected for redemption.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

Special Taxes

The Bonds (consisting of the 2023 Bonds and any Additional Bonds that may be issued in the future) are payable from and secured by proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes (but excluding any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure), and net of a 1% administration charge of the County (the “**Special Tax Revenues**”). All of the Special Tax Revenues and all moneys deposited in the Bond Fund and, until disbursed as provided herein, in the Special Tax Fund are pledged to secure the repayment of the Bonds. In addition, with respect to each Series of Bonds, all moneys in the applicable Reserve Account within the Reserve Fund for such Series is pledged to secure the repayment of the applicable Series, such that amounts in the 2023 Reserve Account are pledged to the 2023 Bonds. The Special Tax Revenues and all moneys deposited into such funds (except as otherwise provided in the Fiscal Agent Agreement) are dedicated to the payment of the principal of, including any mandatory sinking fund payments, and interest and any premium on,

the Bonds as provided in the Fiscal Agent Agreement and in the Act until all of the Bonds have been paid and retired or defeased in accordance with the Fiscal Agent Agreement.

A Special Tax applicable to each taxable parcel in Improvement Area No. 2 will be levied and collected according to the tax amount determined by the City Council through the application of the Special Tax Formula administered by Willdan Financial Services, Temecula, California (the “**Special Tax Administrator**”) and set forth in APPENDIX A hereto for all taxable properties in Improvement Area No. 2. Prior to remittance of the Special Tax collections to the City, the County deducts and retains a 1% County administration fee, as noted above. Interest and principal on the Bonds is payable from the annual Special Tax Revenues to be paid to the City from Special Tax levies and collections on taxable property within Improvement Area No. 2, from amounts held in certain funds and accounts established under the Fiscal Agent Agreement and from the proceeds, if any, from the sale of such property for delinquency of such Special Taxes.

The Special Taxes are exempt from the property tax limitation of Article XIII A of the California Constitution, pursuant to Section 4 thereof as a “special tax” authorized by a two-thirds vote of the qualified electors. The levy of the Special Taxes was authorized by the City Council, as legislative body of the District, pursuant to the Act in an amount determined according to the Special Tax Formula. See “– Special Tax Methodology” below and APPENDIX A.

The amount of Special Taxes that the City may levy in any year, and from which principal and interest on the Bonds is to be paid, is strictly limited by the maximum rates approved by the qualified electors within Improvement Area No. 2, which is set forth in the 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 maximum approved amount. The Special Taxes and any interest earned on the Special Taxes constitute a trust fund for the principal of and interest on the Bonds pursuant to the Fiscal Agent Agreement and, so long as the principal of and interest on these obligations remains unpaid, the Special Taxes and investment earnings thereon will not be used for any other purpose, except as permitted by the Fiscal Agent Agreement, and will be held in trust for the benefit of the owners thereof and will be applied pursuant to the Fiscal Agent Agreement. The Special Tax Formula apportions the Annual Facilities Costs (as defined in the Special Tax Formula and described below) among the taxable parcels of real property within Improvement Area No. 2 according to the rate and methodology set forth in the 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 up to the amount of the Maximum Annual Facilities Special Tax 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 Annual Facilities Costs (as defined below). Because each Special Tax levy is limited to the Maximum Annual Facilities Special Tax rates authorized as set forth in the Special Tax Formula, no assurance can be given that, in the event of Special Tax delinquencies, the amount of the Annual Facilities Costs will in fact be collected in any given year. In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. See “SPECIAL RISK FACTORS – Tax Delinquencies” herein. The Special Taxes are collected for the City by the County in the same manner and at the same time as *ad valorem* property taxes.

Special Tax Methodology

Pursuant to the Special Tax Formula, a “Facilities Special Tax” will be levied and collected until the earlier of (i) the Transition Year (defined herein) or (ii) Fiscal Year 2086-87, and a “Maintenance Special Tax” will be levied and collected in perpetuity beginning in the Transition Year. *Only the “Facilities Special Tax” is pledged to the payment of the Bonds, and the definition of “Special Taxes” used in the Fiscal Agent Agreement and this Official Statement refers only to the “Facilities Special Tax” levied in accordance with the Special Tax Formula. Capitalized terms set forth in this section and not otherwise defined have the meanings set forth in the Special Tax Formula.*

Determination of Annual Facilities Costs. Each year, the City will determine the Annual Facilities Costs for the upcoming Fiscal Year. The “**Annual Facilities Costs**” includes the following amounts (less any available earnings on any reserve fund, special tax funds, available capitalized interest or any other available revenues):

- (i) Debt Service to be paid from Facilities Special Taxes;
- (ii) the amount needed to replenish bond reserve funds to the level required by Bond documents, to the extent not included in a computation of Annual Facilities Costs in a previous Fiscal Year;
- (iii) Administrative Expenses for such Fiscal Year;
- (iv) the amount needed to (1) cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year, and (2) to fund any foreseeable deficiency of the amount to be available for the payment of principal or interest on Bonds which are expected to occur in such Fiscal Year, in each case to the extent not already included in the calculation of Annual Facilities Costs in the current or any previous Fiscal Year;
- (v) the amount needed to (1) cure any delinquencies in the payment of the Facilities Special Taxes in the prior Fiscal Year, (2) to fund any foreseeable deficiency of the amount to be available for the payment of Facilities Special Taxes which are expected to occur in such Fiscal Year, in each case, to the extent not already included in the calculation of Annual Facilities Costs in the current or any previous Fiscal Year;
- (vi) pay-as-you-go expenditures for authorized improvements; and
- (vii) during the Deferral Bonding Period, the amount needed to pay Development Impact Fee Deferrals not financed by Bonds.

The Annual Facilities Costs is the basis for the amount of Special Tax to be levied within Improvement Area No. 2. In no event may the City levy a Special Tax in any year above the Maximum Annual Facilities Special Tax identified for each parcel in the Special Tax Formula.

Parcels Subject to the Facilities Special Tax. The Special Tax Formula identifies 9 large-lot taxable parcels planned for residential uses within the boundary of Improvement Area No. 2, which large-lot parcels are planned to be subdivided over time. Each fiscal year, the City will prepare a list of the then-current parcels subject to the Special Tax using the records of the City and the County Assessor, and will tax such parcels in accordance with the Special Tax

Formula. Taxable parcels that are acquired by a public agency in the future will remain subject to the Facilities Special Tax unless a “trade” resulting in no loss of Facilities Special Tax revenue can be made, as described in the Special Tax Formula.

Limitation on Increases in Levy of Facilities Special Tax. If owners are delinquent in the payment of Facilities Special Taxes, the City may not increase Facilities Special Tax levies to make up for delinquencies for prior Fiscal Years above the Maximum Facilities Special Tax rates specified for each category of property within Improvement Area No. 2. In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the Bonds. See “SPECIAL RISK FACTORS.”

Duration of the Facilities Special Tax; Transition Year. The Facilities Special Tax will be levied and collected (up to maximum allowable amount) until the earlier of (i) the Transition Year or (ii) Fiscal Year 2086-87. For purposes of Improvement Area No. 2, “Transition Year” means the first Fiscal Year following the Fiscal Year in which the Transition Event occurred, and “Transition Event” means the earlier of (i) after the Initial Bonding Period, the Fiscal Year in which the Administrator determines the Development Impact Fee Deferral has been repaid in full to the City and the City determines funding is no longer needed for Annual Facilities Costs, or (ii) Fiscal Year 2086-87. “Initial Bonding Period” means the period in which Bonds are outstanding or refunded which financed Authorized Facilities (as defined in the Special Tax Formula) costs or refunded prior Bonds, other than the Development Impact Fee Deferral.

Prepayment of the Facilities Special Tax. The Special Tax Formula provides that landowners may prepay some of the Facilities Special Tax by a cash settlement with the City. The amount of the prepayment required is to be calculated according to a formula set forth in the Special Tax Formula, which is generally based on the net present value of the remaining years in which the Facilities Special Tax will be collected, including the effect of a 2% per year escalation factor applicable for the time Bonds remain outstanding using a discount rate equal to the most current yield for the 30-year Treasury Constant Maturity as the discount factor, plus an amount representing the Development Impact Fee Deferral Amount (which amount is not available for prepayment of the Bonds), all as described in Section 8 of the Special Tax Formula set forth in APPENDIX A. Prepayment is only allowed if the City determines that the prepayment does not jeopardize its ability to make timely payments of debt service on outstanding Bonds, and the City maintains at least 110% debt service coverage on the outstanding Bonds.

Reduction of the Maximum Annual Facilities Special Tax Prior to First Bond Sale. The Special Tax Formula includes a provision that, at the request of the developer/builders, the Maximum Annual Special Taxes set forth in the Special Tax Formula could be reduced once prior to the first sale of special tax bonds for Improvement Area No. 2. This provision was not utilized, and is no longer applicable, given the issuance and sale of the 2023 Bonds.

Levy of Annual Special Tax; Maximum Special Tax

General. The annual Special Tax will be calculated by the City and levied to provide money for debt service on the Bonds, replenishment of Reserve Accounts established within the Reserve Fund for each Series of Bonds, certain delinquencies, administration of the District

(including Improvement Area No. 2), and for payment of pay-as-you-go expenditures (to the extent permitted by the City) of the authorized public capital facilities not funded from Bond proceeds. In no event may the City levy a Special Tax in any year above the maximum identified for each taxable parcel in the Special Tax Formula. Land in Improvement Area No. 2 also includes 168 HDR units designated as affordable units as part of “phase 3” of the project, which are not subject to the Special Tax and provide no security for repayment of the Bonds.

Annual Special Tax Levy. The Special Tax will be levied each year by calculating the amount needed to be generated by all Taxable Parcels in Improvement Area No. 2; the Special Tax (up to the maximum allowable amount) will be levied against each Taxable Parcel until the Special Tax revenue equals such amount; however, the Special Tax Formula establishes a priority for which properties will be levied a Special Tax. First, all “Developed Parcels” in Improvement Area No. 2 receive a levy. If additional amounts are needed, a levy is made against each “Small Lot Tentative Map Parcel” in Improvement Area No. 2, then each “Large Lot Parcel” in Improvement Area No. 2, then each “Undeveloped Parcel” in Improvement Area No. 2. For single-family detached property, Developed Parcels are parcels shown on a Final Small Lot Subdivision Map recorded prior to May 1 of the preceding Fiscal Year. See “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.”

For Fiscal Year 2023-24, the Assigned Maximum Annual Facilities Special Tax per Unit was \$3,173 for LDR units and \$2,497 for MDR units, respectively.

The City covenants in the Fiscal Agent Agreement to fix and levy the amount of Special Taxes within Improvement Area No. 2 required for the payment of principal of and interest on any outstanding Bonds of Improvement Area No. 2 becoming due and payable during the ensuing year, including any necessary replenishment or expenditure of the Reserve Fund for the Bonds and an amount estimated to be sufficient to pay the Administrative Expenses during such year, all in accordance with the Special Tax Formula. The Special Tax is authorized to be levied in an amount not to exceed the Maximum Special Tax levy as described in the Special Tax Formula notwithstanding that a lower amount is sufficient to pay debt service on the Bonds. The Special Tax Formula provides a mechanism whereby the City may utilize the pay-as-you-go component to pay for and/or reimburse developers for a portion of the cost of Improvements not funded by proceeds of the bonds issued for Improvement Area No. 2. Proceeds of the annual Special Tax levy will first be used to pay the “Annual Facilities Costs” (which include debt service payments on the Bonds) other than pay-as-you-go expenditures, and the City contemplates that the levy will include a pay-as-you-go component in an amount equal to the Maximum Annual Facilities Special Tax on Developed Parcels, for deposit into the Improvement Fund for authorized costs not funded from Bond proceeds. See and “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology” above. See “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX” for a copy of the Special Tax Formula.

Annual Escalation of Facilities Special Tax. The Facilities Special Tax escalates by 2% per fiscal year until the Transition Event, and thereafter will no longer be levied. See “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX” and for a table showing the expected land uses and assigned Maximum Special Taxes, see “Attachment 2” in such Appendix.

Special Tax Fund

When received, the Special Tax Revenues are required under the Fiscal Agent Agreement to be deposited into a Special Tax Fund to be held by the City in trust for the benefit

of the City and the Owners of the Bonds. Within the Special Tax Fund, the City has established and will maintain the Surplus Account, to the credit of which the City will deposit surplus Special Tax Revenue, if any, as described below. Moneys in the Special Tax Fund will be disbursed as provided below and, pending any disbursement, will be subject to a lien in favor of the Owners of the Bonds.

All Special Tax Revenue will be deposited in the Special Tax Fund upon receipt. Prior to each Interest Payment Date, the City will withdraw from the Special Tax Fund and transfer (i) to the Fiscal Agent for deposit in the reserve accounts of the Reserve Fund, an amount which when added to the amount then on deposit therein is equal to the Reserve Requirement with respect to each series of Bonds, and (ii) to the Fiscal Agent for deposit in the Bond Fund an amount, taking into account any amounts then on deposit in the Bond Fund, such that the amount in the Bond Fund equals the principal, premium, if any, and interest due on the Bonds on the next Interest Payment Date; provided, however, that as soon as practicable after the receipt by the City of any prepayments of Special Taxes, but no later than 10 Business Days after such receipt, the City shall transfer such prepayments to the Fiscal Agent for deposit into the Prepayment Account of the Bond Fund to be used for the redemption of Bonds. At such time as deposits to the Special Tax Fund equal the principal, premium if any, and interest becoming due on the Bonds for the current Bond Year and the amount needed to restore the reserve accounts of the Reserve Fund balance to the Reserve Requirement with respect to each series of Bonds, the amount in the Special Tax Fund in excess of such amount may, at the discretion of the City, be transferred to the Surplus Account, which will occur on or after September 2nd of each year. From time to time, the City may withdraw from the Surplus Account of the Special Tax Fund amounts needed to pay the City's administrative expenses and County fees; provided that such transfers will not be in excess of the portion of the Special Tax Revenues collected by the City that represent levies for administrative expenses. Moneys in the Surplus Account may also be transferred, at the City's discretion, to the Improvement Fund to pay for costs of the Improvements (including reimbursements to developers for the cost of Improvements not funded from proceeds of Bonds issued for Improvement Area No. 2) or authorized facility contributions, to pay the principal of, premium, if any, and interest on the Bonds or to replenish amounts in the Reserve Fund.

Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure

The Special Tax will be collected in the same manner and the same time as *ad valorem* property taxes, except at the City's option, the Special Taxes may be billed directly to property owners or collected at a different time to meet the City's financial obligations. In the event of a delinquency in the payment of any installment of Special Taxes, the City is authorized by the Act to order institution of an action in superior court to foreclose the lien therefor.

The City has covenanted in the Fiscal Agent Agreement with and for the benefit of the Owners of the Bonds that it will annually on or before September 1 of each year review the public records of the County relating to the collection of the Special Tax in order to determine the amount of the Special Tax collected in the prior fiscal year, and if the City determines on the basis of such review that the amount so collected is deficient by more than 5% of the total amount of the Special Tax levied in Improvement Area No. 2 in such Fiscal Year, it will within 30 days thereafter institute foreclosure proceedings as authorized by the Act in order to enforce the lien of the delinquent installment of the Special Tax against each separate lot or parcel of land in Improvement Area No. 2 for which such installment of the Special Tax is delinquent, and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale; *provided*, that if the City determines on the basis of such review that (a) the amount so collected is deficient by less than 5% of the total amount of the Special Tax levied in Improvement Area No. 2 in such Fiscal Year, but that

property owned by any single property owner in Improvement Area No. 2 is delinquent by more than \$5,000 with respect to the Special Tax due and payable by such property owner in such Fiscal Year, or (b) property owned by any single property owner in Improvement Area No. 2 is delinquent cumulatively by more than \$3,250 with respect to the current and past Special Tax due (irrespective of the total delinquencies in Improvement Area No. 2), then the City will institute, prosecute and pursue such foreclosure proceedings in the time and manner provided herein against each such property owner.

Under the Act, foreclosure proceedings are instituted by the bringing of an action in the superior court of the county in which the parcel lies, naming the owner and other interested persons as defendants. The action is prosecuted in the same manner as other civil actions. In such action, the real property subject to the special taxes may be sold at a judicial foreclosure sale for a minimum price that will be sufficient to pay or reimburse the delinquent special taxes.

The owners of the Bonds benefit from the Reserve Fund established pursuant to the Fiscal Agent Agreement; however, if delinquencies in the payment of the Special Taxes with respect to the Bonds are significant enough to completely deplete the Reserve Fund, there could be a default or a delay in payments of principal and interest to the owners of the Bonds pending prosecution of foreclosure proceedings and receipt by the City of the proceeds of foreclosure sales. Provided that it is not levying the Special Tax at the Maximum Annual Facilities Special Tax rates set forth in the Special Tax Formula, the City may adjust the Special Taxes levied on all property within Improvement Area No. 2 subject to the Special Tax to provide an amount required to pay debt service on the Bonds and to replenish the Reserve Fund. However, such adjustment is subject to the Maximum Annual Facilities Special Tax and to the limitation described under the caption “—Special Tax Methodology” above.

Under current law, a judgment debtor (property owner) has at least 120 days from the date of service of the notice of levy to redeem the property to be sold. If a judgment debtor fails to redeem and the property is sold, his or her only remedy is an action to set aside the sale, which must be brought within 90 days of the date of sale. If, as a result of such an action a foreclosure sale is set aside, the judgment is revived and the judgment creditor is entitled to interest on the revived judgment as if the sale had not been made (California Code of Civil Procedure Section 701.680).

Foreclosure by court action is subject to normal litigation delays, the nature and extent of which are largely dependent upon the nature of the defense, if any, put forth by the debtor and the condition of the calendar of the superior court of the county. Such foreclosure actions can be stayed by the superior court on generally accepted equitable grounds or as the result of the debtor’s filing for relief under the Federal bankruptcy laws. The Act provides that, upon foreclosure, the Special Tax lien will have the same lien priority as is provided for *ad valorem* taxes and special assessments. See “VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 2 – Priority of Lien.”

No assurances can be given that the real property subject to a judicial foreclosure sale will be sold or, if sold, that the proceeds of sale will be sufficient to pay any delinquent Special Tax installment. The Act does not require the City to purchase or otherwise acquire any lot or parcel of property foreclosed upon if there is no other purchaser at such sale.

Section 53356.6 of the Act requires that property sold pursuant to foreclosure under the Act be sold for not less than the amount of judgment in the foreclosure action, plus post-judgment interest and authorized costs, unless the consent of the owners of at least 75% of the outstanding

Bonds is obtained. However, under Section 53356.6 of the Act, the City, as judgment creditor, is entitled to purchase any property sold at foreclosure using a “credit bid,” where the City could submit a bid crediting all or part of the amount required to satisfy the judgment for the delinquent amount of the Special Tax. If the City becomes the purchaser under a credit bid, the City must pay the amount of its credit bid into the redemption fund established for the Bonds, but this payment may be made up to 24 months after the date of the foreclosure sale.

2023 Reserve Account of Reserve Fund

A debt service reserve fund has been established under the Fiscal Agent Agreement (the “**Reserve Fund**”), and within the Reserve Fund, separate reserve accounts are being established for each series of Bonds. Accordingly, at the time of issuance of the 2023 Bonds, a reserve account will be established within the Reserve Fund for the benefit of the holders of the 2023 Bonds (the “**2023 Reserve Account**”). The 2023 Reserve Account is available solely for the payment of debt service on the 2023 Bonds and no other parity obligations.

Upon delivery of the 2023 Bonds, the Fiscal Agent will deposit an amount of the proceeds into the 2023 Reserve Account of the Reserve Fund so that the amount therein equals the “**Reserve Requirement**,” which means, with respect to any series of Bonds, the least of (i) 125% of the average Annual Debt Service with respect to the applicable series of Bonds; (ii) Maximum Annual Debt Service with respect to the applicable series of Bonds; and (iii) 10% of the original principal amount of the applicable series of Bonds (or, if the applicable series of Bonds has more than a de minimis amount of original issue discount or premium, 10% of the issue price of such series of Bonds); provided, that—

(a) the Reserve Requirement for the 2023 Bonds shall not increase after the date of issuance of the 2023 Bonds;

(b) in no event shall the City be obligated to deposit an amount in any reserve account in excess of the amount permitted by the applicable provisions of the Code to be so deposited from the proceeds of tax-exempt bonds without having to restrict the yield of any investment purchased with any portion of such deposit and, if the amount of any such deposit is so limited, the Reserve Requirement shall be only the amount of such deposit as permitted by the Code; and

(c) the City may meet all or a portion of the Reserve Requirement with respect to any series of Bonds by depositing a Qualified Reserve Fund Credit Instrument.

As noted above, for each series of Additional Bonds, the Fiscal Agent shall establish a separate subaccount within the Reserve Fund for such series and moneys in each subaccount shall be held in trust by the Fiscal Agent for the benefit of the Owners of the respective series of Bonds.

The City has the right to either meet the Reserve Requirement at the time of issuance of a series of Bonds or at any time thereafter to cause the Fiscal Agent to release cash from the Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (1) a Qualified Reserve Fund Credit Instrument, and (2) in the case of a release, an opinion of Bond Counsel stating that such release will not, of itself, cause the portion of the interest on the Bonds secured thereby to become includable in gross income for purposes of federal income taxation. Upon tender of such items to the Fiscal Agent in connection with a release of cash, the Fiscal Agent will transfer such funds to the City. Prior to the expiration of any Qualified Reserve Fund Credit Instrument,

if applicable, the City is obligated either to replace such Qualified Reserve Fund Credit Instrument with a new Qualified Reserve Fund Credit Instrument, or to deposit or cause to be deposited with the Fiscal Agent an amount of funds such that the funds on deposit in the Reserve Fund together with all Qualified Reserve Fund Credit Instruments held by the Fiscal Agent is at least equal to the Reserve Requirement (which funds may come from a draw by the Fiscal Agent on the Qualified Reserve Fund Credit Instrument prior to its expiration).

“Qualified Reserve Fund Credit Instrument” means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Fiscal Agent, provided that all of the following requirements are met: (a) the long-term credit rating of such bank or insurance company is rated in the top two categories (without regard to modifier) by S&P or Moody’s at the time of issuance; (b) such letter of credit or surety bond has a term of at least 12 months; (c) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement being met by such instrument or with respect to which funds are proposed to be released pursuant to the Fiscal Agent Agreement; and (d) the Fiscal Agent is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments required pursuant to the Fiscal Agent Agreement.

Whenever, on the Business Day prior to any Interest Payment Date, the amount in any reserve account within the Reserve Fund exceeds the Reserve Requirement for the applicable series of Bonds covered by such reserve account, the Fiscal Agent shall provide written notice to the Chief Financial Officer of the amount of the excess. The Chief Financial Officer shall advise the Fiscal Agent in writing of the amount, if any, of any transfer required pursuant to the Fiscal Agent Agreement, and otherwise direct the Fiscal Agent to transfer an amount equal to the excess to the Improvement Fund, if the Project has not been completed as of the date of such transfer, or if the Project has been completed, to the Bond Fund to be used for the payment of the principal of and interest on the Outstanding Bonds covered by the applicable reserve account in accordance with the Fiscal Agent Agreement; provided, that to the extent that such excess results from the prepayment of Special Taxes and redemption of Bonds, such amount shall be transferred to the Prepayment Account and applied to the corresponding redemption of Bonds.

Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and make any other transfer required under the Fiscal Agent Agreement, the Fiscal Agent will transfer the amount in the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date, to the payment and redemption of all of the Outstanding Bonds. If the amount so transferred from the Reserve Fund to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds, the balance in the Reserve Fund will be transferred to the City, after payment of any amounts due the Fiscal Agent, to be used for any lawful purpose of the City.

Improvement Fund

Under the Fiscal Agent Agreement, there is established an Improvement Fund, which is to be held in trust by the Fiscal Agent and will be disbursed as provided in the Fiscal Agent Agreement for the payment or reimbursement of the costs of the construction and acquisition of the Improvements in accordance with the Acquisition Agreement (as described herein). Interest earnings from the investment of amounts in the Improvement Fund will be retained in the Improvement Fund to be used for the purposes of the Improvement Fund.

Upon completion of the Improvements and payment to the Master Developer or other entities that are due reimbursement for Improvements, the Fiscal Agent will transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with the Fiscal Agent Agreement, and the Improvement Fund will be closed.

Future Parity Bonds

The proceedings conducted under the Act for the District and Improvement Area No. 2 authorize the issuance of up to \$111,000,000 of special tax bonds for Improvement Area No. 2, of which the 2023 Bonds represent the first series. The City expects that it will, by a Supplemental Agreement, authorize the issuance of one or more additional series of Bonds (previously defined as the “**Additional Bonds**”) payable from Special Taxes and secured by the Special Tax Revenues on a parity with the 2023 Bonds, as development progresses in Improvement Area No. 2 and upon compliance by the City with the conditions set forth in the Fiscal Agent Agreement, which include the following:

(i) There shall be deposited into a reserve account of the Reserve Fund, an amount at least equal to the Reserve Requirement with respect to such Additional Bonds.

(ii) After giving effect to the issuance of the Additional Bonds, for each Bond Year the Additional Bonds are Outstanding, projected Special Tax Revenues (which are net of 1% County collection charge), if levied at the maximum annual Special Tax rates per the Special Tax Formula, in each Fiscal Year are at least equal to 110% of Debt Service due in the Bond Year that begins in the corresponding Fiscal Year, as calculated by the special tax consultant to the City.

(iii) After giving effect to the issuance of the Additional Bonds, the aggregate value of all parcels in Improvement Area No. 2 subject to the Special Tax, including then existing improvements and any facilities to be constructed or acquired with the proceeds of the Additional Bonds, as determined by an MAI appraisal, assessed valuations shown on the then current County tax roll, or by a combination of both methods, is at least 3 times the sum of (1) the aggregate principal amount of all Bonds then Outstanding, plus (2) the aggregate principal amount of the Additional Bonds proposed to be issued, plus (3) the proportionate principal amount of any bonds then outstanding and payable from assessments which are a lien against property in Improvement Area No. 2, plus (4) a portion of the aggregate principal amount of all bonds issued under the Act, other than 2023 Bonds then Outstanding and the Additional Bonds, payable at least partially from special taxes to be levied on parcels of land subject to the Special Tax within Improvement Area No. 2 (the “**Other Mello-Roos Bonds**”) equal to the aggregate principal amount of the Other Mello-Roos Bonds multiplied by a fraction, the numerator of which is the amount of special taxes levied for the Other Mello-Roos Bonds on parcels of land within Improvement Area No. 2 subject to the Special Tax, and the denominator of which is the total amount of special taxes levied for the Other Mello-Roos Bonds on all parcels of land subject to the Special Tax against which the special taxes are levied to pay the Other Mello-Roos Bonds (such fraction to be determined based upon the special taxes which could be levied the year in which the Additional Bonds are issued, as determined by the City), based upon information from the most recent available Fiscal Year.

Additional Bonds may be issued to finance additional improvements and/or to refund outstanding 2023 Bonds. Additional Bonds may be issued for the purpose of refunding any outstanding 2023 Bonds without meeting the foregoing conditions so long as debt service on the refunding Bonds in each Bond Year is less than debt service on the 2023 Bonds refunded.

Nothing in the Fiscal Agent Agreement shall be interpreted to prohibit issuance of bonds or Additional Bonds secured on a subordinate basis to the 2023 Bonds.

In connection with the approval of development in Improvement Area No. 2, the City has agreed that payment of certain impact fees owed by the Master Developer and merchant builders in Improvement Area No. 2 will be deferred (referred to as the "Development Impact Fee Deferral" in the Special Tax Formula) to allow payment of the deferred fees after the 2023 Bonds and any Additional Bonds issued during the Initial Bonding Period have been fully paid. The City expects to receive payment for the deferred impact fees either through continued collection of Special Taxes or through the issuance of future bonds after the 2023 Bonds and any Additional Bonds issued during the Initial Bonding Period have matured. If the City chooses to issue bonds to pay deferred impact fees, the remaining authorization will be available to be utilized by the City as a means therefor.

DEBT SERVICE SCHEDULE

The annual debt service on the 2023 Bonds, assuming no early redemptions other than mandatory sinking fund payments, is set forth below.

City of Roseville
Creekview Community Facilities District No. 1 (Public Facilities)
Improvement Area No. 2
2023 Bonds – Annual Debt Service

Year Ending (Sept. 1)	2023 Bonds <u>Principal</u>	2023 Bonds <u>Interest</u>	2023 Bonds <u>Total</u>
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
2052			
2053			
Total			

Source: Underwriter.

THE CREEKVIEW SPECIFIC PLAN

The Creekview Specific Plan (“**Creekview Specific Plan**”) is the primary land use, policy and regulatory document used to guide development of land in Improvement Area No. 2 and the surrounding area. The Creekview Specific Plan establishes a development framework for land use, affordable housing, resource protection, circulation, utilities and services, implementation and design for approximately 461 acres in the northwest portion of the City projected to develop into approximately 2,011 single and multi-family residential units, of which land in Improvement Area No. 2 consists of land planned for 561 taxable residential units as well as non-taxable residential and public/quasi-public uses. The plan area is bounded by Blue Oaks Boulevard to the south, the Fiddymont Ranch portion of the West Roseville Specific Plan to the east and the City’s Johnson Wildlife Area property to the west.

The intent of the Creekview Specific Plan is to promote the systematic and orderly development of the plan area. All subsequent development projects and related activities in the Creekview Specific Plan area are required to be consistent with the Creekview Specific Plan. The Creekview Specific Plan implements the goals and policies of the City of Roseville General Plan and augments these goals and policies by providing specific direction to reflect conditions unique to the project and plan area. The City’s General Plan serves as the long-term policy guide for the physical, economic and environmental growth of the City. The property within the District was included within the Creekview Specific Plan at adoption, and is a component of the Creekview Specific Plan. The full text of the Creekview Specific Plan is available on the City’s website.

Land Use Concept. The Creekview Specific Plan is planned primarily as a residential community, while also providing recreation, open space, employment and educational opportunities. The primary elements that comprise the form of the Creekview Specific Plan land use plan include a commercial area, residential neighborhoods and park/open space areas, as described below.

Blue Oaks/Westbrook Commercial – The intersection of Blue Oaks Boulevard and Westbrook Boulevard creates the plan area’s best opportunity for commercial uses, anticipated to consist of community commercial, business professional and related uses. These uses are anticipated to support approximately 190,000 square feet of commercial/business uses, including a grocery store, drug store, retail services, personal services and professional offices.

Residential Neighborhoods – A variety of housing styles similar to that found elsewhere in the City are planned. The neighborhoods are generally divided by the geography of the site into four irregularly-sized quadrants. Each quadrant has its own adjacent land uses, natural resources and circulation requirements.

Parks and Open Space – Approximately 30% of the plan area is planned for park and open spaces use, which is equivalent to 28 acres of park and open space per 1,000 residents. Open space corridors provide for passive recreation opportunities, preservation of significant resources, viewsheds, potential floodwater conveyance and retention, resource mitigation, wildlife movement corridors, and can function to improve the interface between uses.

Maps. Maps showing the region and local area where Improvement Area No. 2 is located, as well as the boundaries of Improvement Area No. 2 follow.

[Map 1 – Regional Area Map]

[Map 2 – Local Area Map]

[Map 3 – Improvement Area No. 2 Boundary Map]

[Map 4 – Improvement Area No. 2 Aerial Fly-Over Map]

IMPROVEMENT AREA NO. 2 PLANNED DEVELOPMENT

The information regarding development of the property contained under this caption has been provided by representatives of the Master Developer and the Merchant Builders, and has not been independently confirmed or verified by the Underwriter or the City. Neither the Underwriter nor the City makes any representation as to the accuracy or adequacy of the information contained under this caption. There may be material adverse changes in this information after the date of this Official Statement. See "SPECIAL RISK FACTORS" herein.

The Creekview Development

General. The land within Improvement Area No. 2, planned for 561 taxable single-family homes, is part of a larger residential community referred to as the "Winding Creek" project being developed by the Master Developer in the Creekview Specific Plan (herein, the "**Creekview Development**" or "**Property**" or "**Project**"). The Creekview Development is located north of Blue Oaks Boulevard and west of the Fiddymont Farm development, in the northwest part of the City.

The Creekview Development encompasses property currently within Improvement Area No. 1 and Improvement Area No. 2. The Creekview Specific Plan establishes a development framework for land use, affordable housing, resource protection, circulation, utilities and services, implementation and design for approximately 461.40 acres in the northwest portion of the City projected to develop into approximately 2,011 single and multi-family residential units. The residential portion of the project is planned to include 987 Low Density Residential units on 182.81 acres, 477 Medium Density Residential units on 51.20 acres and 547 High Density Residential units on 17.68 acres. In addition to the residential uses, the project is planned to include open space and parks (153.17 acres), public uses/infrastructure (40.32 acres), commercial (9.22 acres) and an elementary school site (7.0 acres).

Information on land in Improvement Area No. 1 is provided for informational purposes; **only the land in Improvement Area No. 2 is security for the Bonds.**

Planned Development in Improvement Area No. 2. The property in Improvement Area No. 2 consists of approximately 167 acres, which is expected to be developed as a mix of Low Density Residential ("**LDR**"), Medium Density Residential ("**MDR**"), High Density Residential ("**HDR**"), and commercial, as shown in the following table.

Table 1
Property Ownership and Planned Development of Taxable Property
in Improvement Area No. 2
(as of May 1, 2023)

Phase	Larger Parcel Designation	Current Owner/Developer	Type of Units	No. of Taxable Units
3	C-5	Lennar Homes	Low Density Residential	74
3	C-9	Woodside	Low Density Residential	97
3	C-21	D.R. Horton/Hearthstone Landbank ⁽¹⁾	Medium Density Residential	77
3	C-22	Meritage	Medium Density Residential	<u>82</u>
				330
4	C-6	Master Developer	Low Density Residential	48
4	C-7	Master Developer	Low Density Residential	74
4	C-8	Master Developer	Low Density Residential	32
4	C-20	Master Developer	Medium Density Residential	<u>77</u>
			<i>Sub-Total (Phase 4)</i>	231
Total – Taxable Property in Improvement Area No. 2				561

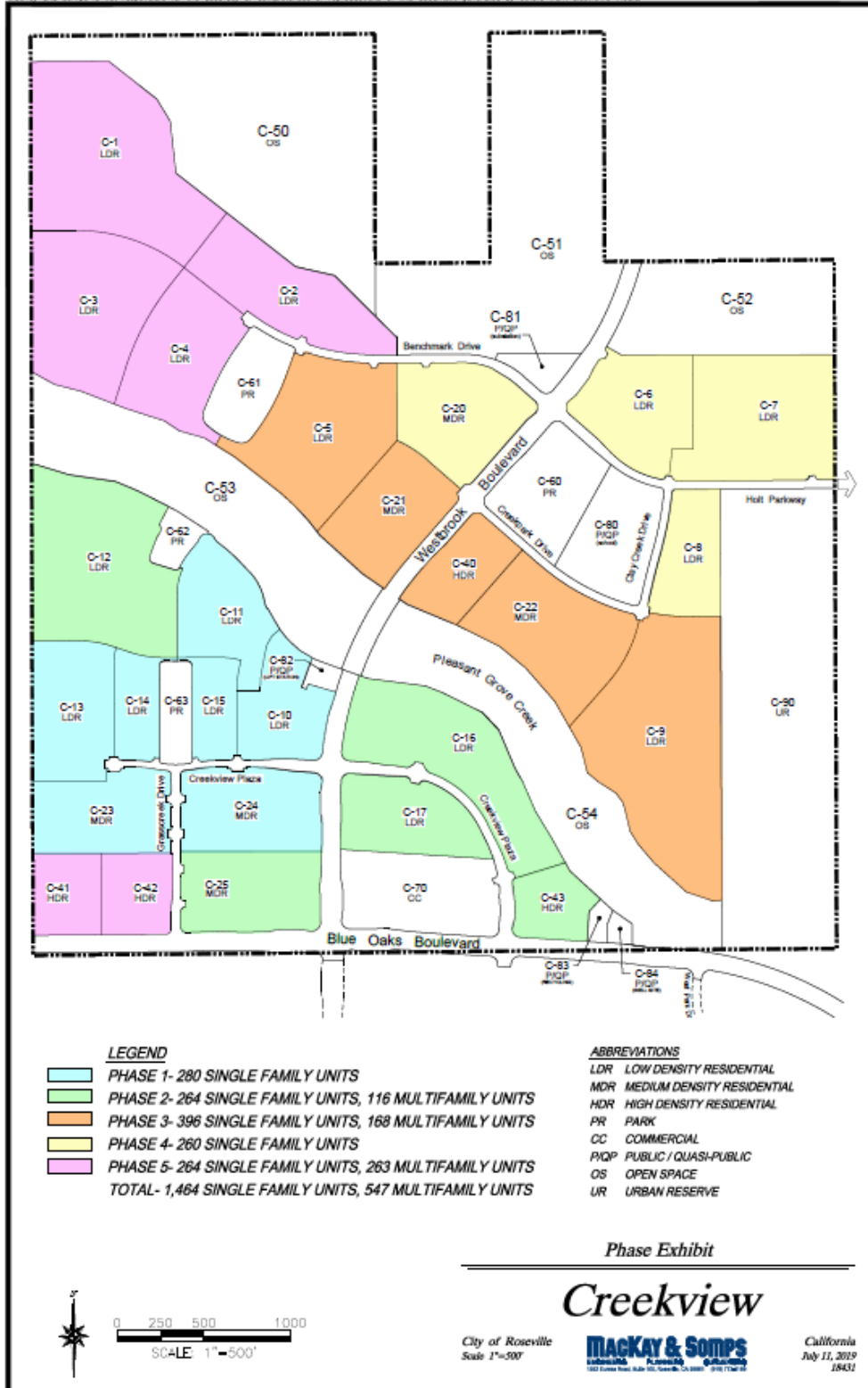
(1) Village C-21 is being developed by D.R. Horton through its land bank Winding Creek C-21 – Roseville, L.P., an entity formed by Hearthstone. D.R. Horton has an option, but not an obligation, to acquire lots from the land bank pursuant to a takedown schedule. See “MERCHANT BUILDER INFORMATION – D.R. Horton” herein.

Source: Master Developer.

Phasing of Planned Development. The phasing map on the following page shows each of the Villages planned for Improvement Area No. 2, as well as the Villages planned for the larger Creekview development project being undertaken by the Master Developer which are located outside of Improvement Area No. 2 and therefore do not provide security for the Bonds. See “– The Creekview Development” for additional details on the overall development project, of which the land in Improvement Area No. 2 forms a part, comprised of the area south of the creek. Phase 1 and phase 2 of the Winding Creek project are located in Improvement Area No. 1, phase 3 and phase 4 of the project are located in Improvement Area No. 2 and phase 5 of the project remains in the Future Annexation Area. *Only the land in Improvement Area No. 2 is security for the 2023 Bonds.*

The Master Developer is constructing backbone and in-tract infrastructure necessary to bring all of the property into finished lot condition, at which time the lots would be sold to the Merchant Builders or other builders (for lots not currently under contract).

A map of the planned phasing of the Creekview Development follows on the next page.



Final Map Status. Final maps for the Phase 3 lots (330 lots) were recorded on August 30, 2022. Final maps for the Phase 4 lots (231 lots) are anticipated to be recorded in September 2024. As of May 1, 2023, the property had the following mapping status:

Table 2
Final Map Status of Taxable Property
in Improvement Area No. 2
(as of May 1, 2023)

Owner	Villages	Date of Final Map Recorded (Anticipated Recordation)	Number of Lots
<u>Phase 3 (330 Lots):</u>			
Lennar Homes	C-5	August 30, 2022	74
Woodside	C-9	August 30, 2022	97
D.R. Horton/Hearthstone Landbank ⁽¹⁾	C-21	August 30, 2022	77
Meritage	C-22	August 30, 2022	<u>82</u>
Phase 3 Totals			330
<u>Phase 4 (231 Lots):</u>			
Master Developer	C-6	(September 2024)	48
Master Developer	C-7	(September 2024)	74
Master Developer	C-8	(September 2024)	32
Master Developer	C-20	(September 2024)	<u>77</u>
Phase 4 Totals			231
IA No. 2 Total			561

(1) Village C-21 is being developed by D.R. Horton through its land bank Winding Creek C-21 – Roseville, an entity formed by Hearthstone. D.R. Horton has an option, but not an obligation, to acquire lots from the land bank pursuant to a takedown schedule. See "MERCHANT BUILDER INFORMATION – D.R. Horton" herein.
Source: Master Developer.

Phase 3 – All Lots Owned by Merchant Builders. Of the proposed 561 taxable lots in Improvement Area No. 2, 330 lots, comprising all of "Phase 3" of the project have been acquired by the following merchant builders (collectively, the "**Merchant Builders**"): Lennar Homes of California, LLC, a California limited liability company ("**Lennar Homes**") (large lot C-5, planned for 74 homes); Meritage Homes of California, Inc., a California corporation ("**Meritage**") (large lot C-22, planned for 82 homes); Woodside 05N LP, a California limited partnership ("**Woodside**") (large lot C-9, planned for 97 homes); and Winding Creek C-21 – Roseville, a California limited partnership ("**Hearthstone Landbank**"), the land bank for D.R. Horton CA2, Inc., a California corporation ("**D.R. Horton**") (large lot C-21, planned for 77 homes).

Future Sales of Multi-Family Site (Non-Taxable Property). Land in Improvement Area No. 2 also includes land designated for 168 high-density-residential (HDR) units that are not subject to the Special Tax and provide no security for repayment of the Bonds.

Future Sales of Phase 4 (Taxable Property). Land in Improvement Area No. 2 also includes land within "phase 4" of the project planned to develop into 231 LDR/MDR units. The Master Developer anticipates selling these lots to the Merchant Builders or other merchant builders as market conditions warrant.

Development Agreement

General. The City entered into a Development Agreement, dated October 3, 2012, and First Amendment to Development Agreement, dated November 6, 2019 (collectively, the “**Development Agreement**”) with certain entities and individuals to which the Master Developer has subsequently succeeded with respect to the land owned by the Master Developer in the District. The Development Agreement’s purpose is to vest development rights, set forth infrastructure improvements and dedication requirements, secure the timing and methods for financing improvements, and specify other performance obligations as related to development in the Creekview Specific Plan area. All of the property in the District is subject to the requirements of the Development Agreement, as well as the Creekview Specific Plan. The Development Agreement was entered into in accordance with Sections 65864 through 65869.5 of the California Government Code, as implemented through Article V, Chapter 19.84 of the City’s Zoning Ordinance No. 3014.

The Development Agreement is the primary implementation tool for the Creekview Specific Plan and creates a binding contract between the City and the parties thereto, and their assigned successors in interest, which sets forth the needed infrastructure improvements, park dedication requirements, timing and method for financing improvements and other specific performance obligations of the City and the Master Developer and its successors, including obligations related to development of the property in the District, with the terms, conditions, rules, regulations, entitlements, vested rights and other provisions relating to the development of the property in the District according to the Creekview Specific Plan entitlements. Included are provisions relating to infrastructure improvements, public dedication requirements, landscaping amenities and other obligations of the parties.

The Development Agreement expires on April 25, 2043, which is 30 years following the annexation of portions of the Creekview Specific Plan into the City. The Development Agreement runs with the property, and may be modified only by mutual consent of the parties, and in a manner consistent with the Creekview Specific Plan. With the Development Agreement in place, subject to compliance with the terms of the Development Agreement, construction of homes within the District may occur upon City approval of subdivision maps, satisfaction of certain design requirements and conditions of such maps and issuance of building permits.

Land use and development entitlements granted under the Development Agreement for property in the District are consistent with the Creekview Specific Plan.

Improvements. The Development Agreement sets forth the responsibility of the Master Developer and its successors for a portion of the costs of certain public improvements required for its development within the Creekview Specific Plan. See “– Backbone Infrastructure and Other Development Conditions” herein for additional details.

Affordable Units. There are affordable housing requirements applicable to property in the District. The original Development Agreement had an affordable housing requirement on Village C-25 (10 middle income units, which are taxable), Village C-41 (40 low income units and 40 very low income units, which are not taxable), and Village C-42 (40 low income units and 41 very low income units, which are not taxable). The Developer and the City recognized that the Development Agreement erroneously stated that the low income and very low income units are located in Village C-42 and Village C-43 (not C-41); originally, the parties anticipated amending the Development Agreement to substitute Village C-41 for Village C-43 in the affordable housing requirements, which is consistent with the development and financing plans set forth in this Official

Statement. Instead, the parties reallocated the affordable units pursuant to a specific plan amendment. See “*Specific Plan and Development Agreement Amendments*” below.

These affordable housing units are regulated by the City’s affordable housing requirements and are not subject to the special tax. Satisfaction of the affordable housing requirements applicable to Village C-43 is not a pre-condition for the Master Developer or any subsequent owner to obtain a final map or building permit with respect to any of the lots within Improvement Area No. 2 and, accordingly, the Master Developer does not believe the affordable housing requirements will impact the timing of development or sale of any those lots.

Specific Plan and Development Agreement Amendments. At the end of January 2021, the Master Developer submitted a series of documents to the City for consideration, including a proposed amendment to the Creekview Specific Plan and a proposed second amendment to the Development Agreement. The specific plan amendment was approved by the Planning Commission on July 22, 2021 and approved by the City Council on August 18, 2021. The second reading of the specific plan amendment was approved by the City Council on September 1, 2021. Following statutory appeal periods, it become effective on October 1, 2021. On October 8, 2021, the Second Amendment of Development Agreement was recorded with the Placer County Recorder’s Office. The specific plan amendment and the Second Amendment of the Development Agreement, among other things, did all of the following:

- Under the prior Creekview Specific Plan, the location of the 201 affordable housing units in the Project were planned to be constructed (i) on the following parcels located in the Future Annexation Area: Parcel C-20 (10 single family units) and Parcel C-22 (20 single family units); and (ii) on the following parcels located in Improvement Area No. 2: Parcel C-25 (10 single family units), Parcel C-42 (80 rental units), and C-43 (81 rental units).
- The approved amended Creekview Specific Plan, and the Second Amendment of Development Agreement located the 201 affordable housing units in the Project as follows: (i) 85 rental units on Parcel C-40 located in the Future Annexation Area; and (ii) 116 rental units on Parcel C-43 in Improvement Area No. 2. The 116 rental units on Parcel C-43 are exempt from the Special Taxes. The previous affordable units in Improvement Area No. 2 that were no longer affordable will now be subject to the special tax rates for market rate units.

Backbone Infrastructure and Other Development Conditions. The Development Agreement requires satisfaction of various items as conditions of development of the Creekview Development. Set forth below is a table describing some of those conditions required for the Creekview Development that impact the property in Improvement Area No. 2 and the status of those conditions:

Table 4
Conditions of Development for Improvement Area No. 2
As of May, 2023

Item	Condition	Status (as of May 1, 2023)
CC&R's	A declaration of Conditions, Covenants and Restrictions (CC&R's), in a form approved by the City Attorney, shall be recorded on the entire property concurrently with the Final/Parcel Map.	CC&R's have been prepared and were approved by the City of Roseville concurrently with the Phase 1 small lot final maps on October 7, 2020. The CC&R's were recorded October 21, 2020.
Bonds	Prior to the recordation of a small lot residential subdivision map for the Property, Master Developer shall provide adequate assurances to City, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFD or other manner acceptable to the City, that adequate funds are available to finance the completion of all improvements to Arterial Roadways, and Collector Streets to serve the portion of the Property which is the subject of the small lot residential subdivision map; provided, however, Master Developer shall not be required to post security for the portion of the work associated with Road CIP improvements.	<u>Phase 3 Backbone Roads:</u> Subdivision improvement bond is in place for Westbrook Segment 3, expect it to be reduced to a warranty bond in June 2023. <u>Phase 3 Villages:</u> Subdivision Improvement bonds are in place for all villages (5, 9, 21, & 22) <u>Phase 4 Backbone Roads:</u> Subdivision Improvement Bond is in place for Westbrook Segment 4.
Formation of Services CFD No. 2 and Annexation to Municipal Services CFD No. 3	Building permits may not be issued for the Property until a project-specific services CFD (CFD No. 2) is formed and the property annexes into the City's municipal services CFD (CFD No. 3). The CFDs will finance landscaping and open space maintenance for the project, and City-wide services.	Complete.
Bypass Channel	The Pleasant Grove Creek Bypass Channel must be completed prior to development of Improvement Area No. 2.	Complete.
Arterial Roadway,s, Collector Streets, and Rights of Way	Master Developer shall construct backbone and in-tract roads.	Backbone road for Phase 3 (Westbrook Blvd Segment 3 from Pleasant Creek to Creekpark Drive) is 100% complete, scheduled for acceptance by the City of Roseville in June, 2023. Backbone road for Phase 2 (Westbrook Blvd Segment 4 from Creekpark Drive to Benchmark Drive) is 95% complete. Expect 100% completion by June, 2023. In-tract roads for Phase 3 villages are 100% complete. Grading for Phase 4 in-tract improvements is 100% complete. Construction of Phase 4 in-tract improvements is anticipated to begin in Spring of 2024 and be 100% complete by the end of 2024.
Sewer Facilities	Master Developer shall construct on-site sewer facilities.	On-site sewer facilities serving Phase 3 & 4 backbone roads and Phase 3 villages are complete. On-site sewer improvements serving Phase 4 villages are anticipated to begin in the Spring of 2024 and be complete by the end of 2024.
Groundwater Well	Parcel C-84 must be dedicated to be used as a ground water well.	Completed. Parcel C-84 was irrevocably offered for dedication to the City on the Final Map of Creekview Phase 1 Large Lot Subdivision, recorded on June 1, 2020.

Item	Condition	Status (as of May 1, 2023)
Water Facilities	Master Developer shall construct on-site water system facilities.	On-site water facilities serving Phase 3 & 4 backbone roads and Phase 3 villages are complete. On-site water improvements serving Phase 4 villages are anticipated to begin in the Spring of 2024 and be complete by the end of 2024.
Recycled Water Facilities	Master Developer shall construct specified recycled water system facilities.	Recycled Water Facilities serving Improvement Area No. 2 have been constructed in Westpark Drive and Westbrook Blvd. as required to serve the Creekview Specific Plan.
Storm Drains	Master Developer shall construct storm drain mains and laterals in accordance with the Master Drainage Plan for each tributary shed and Phasing Plan and in accordance with the City's then current Improvement standards.	Storm Drain facilities serving Phase 3 & 4 backbone roads and Phase 3 villages are complete. Storm Drain facilities serving Phase 4 villages are anticipated to begin in the Spring of 2024 and be complete by the end of 2024.
On-Site Electric Facilities	Concurrently with the construction of the adjacent roadways and as specified in the Development Agreement, Master Developer agrees to construct, or finance the construction of, on-site 12kv electric distribution facilities as directed by the Electric Utility Director.	On-Site Electric facilities serving Phase 3 & 4 backbone roads and Phase 3 villages are complete. On-Site Electric facilities serving Phase 4 villages are anticipated to begin in the Summer of 2024 and be complete by the end of 2024.
Off-Site Electric Facilities	If the electric infrastructure is not installed to the boundary of the Plan Area prior to the start of construction of the first phase of the Specific Plan, Master Developer agrees to construct, or finance the construction of, off-site 12kv electric distribution facilities as directed by the Electric Utility Director.	Off-Site Utility construction to the boundary of the plan area is complete.
Electric Substation Site	The Master Developer shall, prior to the issuance of the 923rd residential building permit or any combination of building permits within the Creekview Specific Plan, dedicate to City a 0.90 buildable acre site (parcel C-81) (including grading, construction of retaining walls, access roads, and power line corridor) net of easements, wetlands, riparian corridors and required setbacks for use as an electrical substation.	The substation site will be ready for delivery in June, 2023 concurrently with the completion of Westbrook Segment 4 improvements.
Parks	Dedicate 16.3 acres of park land and 136.9 acres of open space land, and pay park fees at building permit.	In Improvement Area No. 2, Park parcels C-60 and C-61 were irrevocably offered for dedication to the City on the Final Map of Creekview Phase 3 Large Lot Subdivision, recorded December 2, 2021. All land for open space and backbone road improvements has been irrevocably offered for dedication to the City on the Final Map of Creekview Phase 3 Large Lot Subdivision. Additional land for landscaping and road improvements have been offered for dedication to the City on the Phase 3 Small Lot Final Maps recorded in August 2022. Additional land for landscaping and road improvements will be offered for dedication to the City when the Phase 4 Small Lot Final Maps are anticipated to record in the Fall of 2024. All park fees will be paid by the Merchant Builders at such time as a building permit is requested.
School Fees	Under a mitigation agreement with the Roseville City School District, the School District agreed to defer a portion of the school fees payable at building permit for the property in Improvement Area No. 2, with the deferred amount payable as a lump sum when the first building permits are pulled in the Future Annexation Area.	The Merchant Builders will pay the reduced school fees in connection with each request for building permits in Improvement Area No. 2. The deferred amounts will be payable by the Master Developer prior to the request for the first building permit in the Future Annexation Area.

Environmental Matters

Flood Hazard Map Information. According to the Federal Emergency Management Agency's flood insurance rate maps (Flood Area Panel Number 06061C-0920H, with an effective date of November 2, 2018), the property in Improvement Area No. 2 is located within Flood Zone X, described as areas of minimal flooding (outside of the 100- and 500-year floodplains).

Wetland Conditions. According to the City's planning department, some jurisdictional wetlands will be affected by the development of the Project; however the impact has been mitigated by the Master Developer. No additional environmental permits are required to be obtained.

Seismic Conditions. None of the property expected to be developed as part of the Project (including land in Improvement Area No. 2) is located within a seismic special studies zone, designated by the California State Division of Mines and Geology, in accordance with the Alquist-Priolo Special Study Zone Act of 1972.

Wildfire Zone. None of the property in Improvement Area No. 2 is within a very high fire hazard severity zone, as defined by CAL-FIRE.

Utilities. It is expected that utility service for the property in Improvement Area No. 2 will be provided by the following entities:

<u>Utility</u>	<u>Provider</u>
Water/Sewer	City of Roseville
Electricity	City of Roseville
Natural Gas	Pacific Gas & Electric
Data/Phone	Comcast/AT&T

THE MASTER DEVELOPER

The information regarding the ownership of the property contained under this caption has been provided by the Master Developer, and has not been independently confirmed or verified by the Underwriter or the City. Neither the Underwriter nor the City makes any representation as to the accuracy or adequacy of the information contained under this caption. There may be material adverse changes in this information after the date of this Official Statement. Neither the Bonds nor the Special Taxes securing the Bonds are personal obligations of the Master Developer, any affiliate of the Master Developer, or any other subsequent property owners within Improvement Area No. 2 (including the Merchant Builders), and, in the event that any property owner defaults in the payment of its Special Taxes, the District may proceed with judicial foreclosure of the delinquent land within Improvement Area No. 2 securing the Bonds, but has no direct recourse to any other assets of any property owner or any affiliate thereof. See "SPECIAL RISK FACTORS" herein.

General

Ownership Structure of Master Developer. The Master Developer is a Washington limited partnership with its primary development executive team having both regional and national development experience in residential, commercial, and municipal projects. Its general partner is Anthem United Creekview Management LLC, a Washington limited liability company

(“**Anthem United**”), and its limited partners are: (1) Anthem United Homes, Inc. (“**Anthem United Homes**”), (2) Granite Bay Development LP, and (3) Sherwood Developments, LLC.

General Partner. Anthem United, together with its affiliates, including Anthem United Homes, is a land development and homebuilding company operating across western North America (Canada and the United States). Anthem United is currently involved with building approximately 14,600 homes in more than 60 communities across more than 5,000 acres of land. Headquartered in Vancouver BC, it also has offices in Calgary and Edmonton AB, and Roseville, California. Anthem United, as the general partner of the Master Developer, has full managerial control of the Master Developer.

Limited Partners. Anthem United Homes is a privately held affiliate of Anthem United responsible primarily for home-building operations undertaken by Anthem United entities. Its President is Eric Carlson. Granite Bay Development LP is privately held affiliate of Anthem United. Eric Carlson is also its President. Sherwood Developments, LLC is privately held, and owned by Cameron Taylor. Its President is Cameron Taylor.

Relevant Experience of Master Developer and Affiliates. Examples of some of the Master Developer’s (or its affiliate’s) other projects include the following:

- Natomas Meadows (Sacramento, CA) – 630 single family detached finished lots, all of which were sold to D.R. Horton, Lennar Homes, Carson, and Woodside.
- Promenade (West Sacramento, CA) – 222 single family detached finished lots, all of which were sold to Anthem United Homes.
- Fiddyment Ranch (Roseville, CA) - 419 single family detached finished lots, all of which were sold to JMC Homes and Taylor Morrison.

Master Developer Financing Plan

Estimated Cost of the Improvements. The Master Developer has expended over \$113 million dollars on improvements for the Creekview Development and intends to finish constructing site improvements and certain backbone infrastructure improvements in both Improvement Area No. 1 and Improvement Area No. 2 and in the remaining future annexation area (collectively, the “**Improvements**”). The following table details the status of the Improvements to be constructed and the estimated costs associated with such Improvements.

Table 5
Master Developer's Estimated Costs of Improvements
As of May 1, 2023

Area	Improvement	Estimated Total Cost	Costs Spent as of 5/1/23	% of Completion	Remaining Costs
Improvement Area No. 1	Backbone Infrastructure	\$36,020,840	\$35,787,714	99.4%	\$233,126
	In-Tract Improvements	\$28,299,014	\$28,299,014	100.0%	\$0
	Subtotal – Improv. Area No. 1	\$64,319,854	\$64,086,728	99.6%	\$233,126
Improvement Area No. 2 – Phase 3	Backbone Infrastructure	\$13,313,374	\$13,267,523	99.7%	\$45,851
	In-Tract Improvements	\$25,765,899	\$25,765,899	100.0%	\$0
	Subtotal Phase 3	\$39,079,273	\$39,033,422	99.9%	\$45,851
Improvement Area No. 2 – Phase 4	Backbone Infrastructure	\$9,926,500	\$9,653,937	97.3%	\$272,563
	In-Tract Improvements	\$12,609,366	\$559,341	4.4%	\$12,050,025
	Subtotal Phase 4	\$22,535,866	\$10,213,278	45.3%	\$12,322,588
Future Annexation Area – Phase 5	Backbone Infrastructure	\$4,645,398	\$188,168	4.1%	\$4,457,230
	In-Tract Improvements	\$16,771,058	\$36,315	0.2%	\$16,734,743
	Subtotal – FAA	\$21,416,456	\$224,483	1.0%	\$21,191,973
TOTAL – Creekview Development		\$147,351,449	\$113,557,911	77.1%	\$33,793,538

Funding Sources. The Master Developer intends to use the following sources of funds to finance the Improvements for the Creekview Development:

- Equity from the partner-entities comprising the Master Developer (see “–The Master Developer,” above, for more information about these entities).
- Draws on a future revolving construction loan (see “– *Revolving Construction Loan*” below).
- Sales of lots in Improvement Area No. 1 and Improvement Area No. 2 to merchant builders and other developers (see “–Pending Sales of Phase 2 Lots to Merchant Builders” herein).
- Proceeds of the Bonds (secured by Improvement Area No. 2) and bonds issued for land within Improvement Area No. 1.
- Pay-as-you-go Special Taxes available to the Master Developer under the Acquisition Agreement (see “– *Acquisition Agreement*” below).

Revolving Construction Loan. The Master Developer is actively seeking a new facility to assist in financing Phases 4 and 5, but nothing has been finalized. The \$107,900,000 revolving credit line the Master Developer had in place for Phases 1-3 was paid in full.

Acquisition Agreement. In connection with the formation of the District, the City and the Master Developer entered into a Funding, Construction and Acquisition Agreement (the “**Acquisition Agreement**”) which provides that the Master Developer will construct (or cause to be constructed or funded) the Improvements, and the City, upon completion of construction and acceptance (or through progress payments prior to completion of the entire Improvement), will purchase the Improvements or reimburse the Master Developer for expended amounts from the proceeds of the Bonds and/or Special Taxes on a pay-as-you-go basis. The Master Developer will be responsible for the portion of the cost of construction of the Improvements not paid with Bond proceeds.

The Rate and Method provides that the funding of Improvement costs can also be made from collections of the Special Tax available as the “pay-as-you-go” component of Special Taxes. The pay-as-you-go funding component is expected to provide for funding of the cost of a portion of the Improvements in excess of the amount provided from Bond proceeds (if such proceeds are not sufficient) through annual Special Tax collections in excess of the amount needed to pay the debt service. The City contemplates utilizing this funding mechanism during the time the Bonds are outstanding. Additionally, after the final maturity date of the Bonds and any additional bonds issued to reimburse developers for costs of the Improvements, the City expects to continue to levy Special Taxes for payment of the “Development Impact Fee Deferral” (as defined in the Rate and Method) which levy may secure future bonds issued after payment in full of the Bonds and any Additional Bonds issued under the Fiscal Agent Agreement.

Cash Flow Statement

The following table shows estimated cash flow sources and uses for the Master Developer related to the development of the land within Improvement Area No. 2 only.

Table 6
Master Developer's Proposed Financing Plan – Improvement Area No. 2
Phase 3 Only⁽¹⁾
As of May 1, 2023

	<i>As of May 1, 2023</i>	<i>Remainder 2023</i>	<i>Total Through 2023</i>
Developer's Sources of Funds			
Owner Equity	\$12,174,900	\$0	\$12,174,900
Revolving LOC ⁽²⁾	44,526,122	0	44,526,122
Village Lot Sales/Acreage Sales	44,802,500	0	44,802,500
CFD Proceeds	0	12,000,000	12,000,000
Recoveries ⁽³⁾	1,916,046	0	1,916,046
Total Sources	\$103,419,568	\$12,000,000	\$115,419,568
Developer's Uses of Funds			
Land Acquisition and Env'l	\$10,568,528	\$0	\$10,568,528
Backbone Infrastructure	13,267,523	45,851	13,313,374
In-Tract Improvements	25,765,899	0	25,765,899
Sales & Marketing	929,509	0	929,509
Planning & Consultants	3,254,302	0	3,254,302
Loan Repayment (principal)	44,526,122	0	44,526,122
Loan Repayment (interest)	1,885,384	0	1,885,384
Total Uses	\$100,197,267	\$45,851	\$100,243,118
Annual Cash Flow (Sources – Uses)	\$3,222,301	\$11,954,149	\$15,176,450
Cumulative Cash Flow	\$3,222,301	\$15,176,450	\$15,176,450

(1) These sources and uses are for Phase 3 only. The development of Phase 4 lots will begin in the Spring of 2024.

(2) Only the amount of the revolving loan applied to Improvement Area No. 2 is shown in Table 6.

(3) Recoveries consist of reimbursements by the City of Roseville for any improvements completed by the Master Developer on behalf of other parties. The flow of funds is managed by the City of Roseville and the Master Developer submits reimbursement requests once the work is complete.

Notwithstanding the belief of the Master Developer that it will have sufficient funds to complete its planned development, no assurance can be given that sources of financing available to the Master Developer will be sufficient to complete such development as currently anticipated. While the Master Developer has made internal financing available in the past for similar activities, there can be no assurance whatsoever of its willingness or ability to do so in the future. Neither the Master Developer nor any of its affiliates has any legal obligation of any kind to make any such funds available or to obtain loans or lines of credit. If and to the extent that internal financing, loan proceeds, lines of credit, or bond proceeds are inadequate to pay the costs to complete the Master Developer's planned development, there could be a shortfall in the funds required to complete such proposed development and portions of such development might not be completed.

MERCHANT BUILDER INFORMATION

The information regarding the ownership of the property contained under this caption has been provided by the respective Merchant Builders, and has not been independently confirmed or verified by the Underwriter or the City. Neither the Underwriter nor the City makes any representation as to the accuracy or adequacy of the information contained under this caption. There may be material adverse changes in this information after the date of this Official Statement. Neither the Bonds nor the Special Taxes securing the Bonds are personal obligations of the Merchant Builders, or any other subsequent property owners within Improvement Area No. 2, and, in the event that any property owner defaults in the payment of its Special Taxes, the District may proceed with judicial foreclosure of the delinquent land within Improvement Area No. 2 securing the Bonds, but has no direct recourse to any other assets of any property owner or any affiliate thereof. As a result, other than as provided in this Official Statement, no financial statements or information is, or will be provided about the Merchant Builders or any other current or subsequent property owner. See "SPECIAL RISK FACTORS" herein.

Lennar Homes

Ownership. Lennar Homes is based in Irvine, California. Lennar Homes has been in the business of developing residential real estate communities in California since 1996. On February 1, 2022, Lennar Homes of California, Inc., a California corporation, was converted to a California limited liability company and is now known as Lennar Homes of California, LLC, a California limited liability company ("**Lennar Homes**"). All references herein to Lennar Homes prior to February 1, 2022 shall mean Lennar Homes of California, Inc. a California corporation, and all references herein to Lennar Homes on and after February 1, 2022 shall mean Lennar Homes of California, LLC, a California limited liability company.

Lennar Homes is wholly-owned by U.S. Home, LLC, a Delaware limited liability company ("**U.S. Home**"). U.S. Home is wholly-owned by Lennar Corporation, which is based in Miami, Florida. Founded in 1954, Lennar Corporation completed its initial public offering in 1971 and listed its common stock on the New York Stock Exchange in 1972. Lennar Corporation's Class A and Class B common stock are listed on the New York Stock Exchange under the symbols "LEN" and "LEN.B." respectively. Lennar Corporation is one of the largest homebuilders in the United States based on home sales revenues and net earnings, and operates under a number of brand names, including Lennar Homes and U.S. Home. Lennar Homes primarily develops residential communities both within the Lennar family of builders and through consolidated and unconsolidated partnerships in which Lennar Homes maintains an interest.

Lennar Corporation is subject to the informational requirements of the Exchange Act and in accordance therewith files reports, proxy statements and other information with the SEC. Such filings, particularly the Annual Report on Form 10-K and its most recent Quarterly Report on Form 10-Q, set forth, among other things, certain data relative to the consolidated results of operations and financial position of Lennar Corporation and its consolidated subsidiaries, including Lennar Homes, as of such dates.

The SEC maintains a website that contains reports, proxy and other information statements and other information regarding registrants that file electronically with the SEC, including Lennar Corporation. The address of such website is www.sec.gov. All documents filed by Lennar Corporation pursuant to the requirements of the Exchange Act after the date of this Periodic Report will be available for inspection in such manner as the SEC prescribes.

Copies of Lennar Corporation's Annual Report and related financial statements, prepared in accordance with generally accepted accounting standards, are available from Lennar Corporation's website at www.lennar.com. *The foregoing website addresses and references to filings with the SEC are given for reference and convenience only, and the information on such websites and on file with the SEC does not form a part of this Official Statement and is not incorporated by reference herein. No representation is made in this Official Statement as to the accuracy or adequacy of the information contained on such websites. Lennar Corporation and Lennar Homes are not obligated to advance funds for construction or development or to pay ad valorem property taxes or the Special Taxes and investors should not rely on the information and financial statements contained on such websites in evaluating whether to buy, hold or sell the Bonds. The information contained on such websites may be incomplete or inaccurate and has not been reviewed by the City or the Underwriter.*

Development Plan. Lennar Homes plans to construct a total of 74 single-family detached homes in Improvement Area No. 2 in a single neighborhood using its "St. Moritz" product line. This product type is already being used in Lennar Homes' "The Ranch" development project, located nearby in the City, and its project in the Winding Creek development represents a continuation of that homebuilding activity.

Lennar Homes anticipates that the plan sizes of the homes will range from 2,119 to 3,033 square feet, with base pricing ranging from \$592,000 to \$712,000. Base sales prices are as of May 1, 2023. Base sales prices exclude lot premiums, options and extras and any incentives or price reductions. Base sales prices are subject to change.

Status of Development. Lennar Homes anticipates commencing model homes in October, 2023 and production homes in December 2023. First sales to homeowners are anticipated to start by December 2023.

Financing Plan. Lennar homes purchased finished lots from the Master Developer. Lennar Homes intends to finance the development of its neighborhood within Village C-5 using internal sources (which may include funding from its parent company and home sales proceeds).

No assurance can be given that amounts necessary to fund the planned development by Lennar Homes in Improvement Area No. 2 will be available when needed. Neither Lennar Homes nor any other entity or person is under any legal obligation of any kind to expend funds for the development of the property as planned by Lennar Homes in Improvement Area No. 2. Any contributions by Lennar Homes or any other entity or person to fund the costs of such development are entirely voluntary. Lennar Homes has no legal obligation to Bond holders to make any such funds available for construction or development, or the payment of ad valorem property taxes or the Special Taxes. Many factors beyond Lennar Homes' control, or a decision by Lennar Homes to alter its current plans, may cause the actual sources and uses to differ from the projections.

If and to the extent that internal funding, including but not limited to home sales revenues and corporate financing from Lennar Homes' parent company, is inadequate to pay the costs to complete the planned development by Lennar Homes within Improvement Area No. 2 and other financing by Lennar Homes is not put into place, there could be a shortfall in the funds required to complete the proposed development by Lennar Homes in Improvement Area No. 2 and the remaining portions of Lennar Homes' project in Improvement Area No. 2 may not be developed. See "SPECIAL RISK FACTORS – Property Values and Property Development" herein.

COVID-19 Impact. The development of Lennar Homes' planned development within Improvement Area No. 2 may be subject to delays caused by the COVID-19 pandemic and related public health and governmental authorities' orders and actions. As the impacts caused by the outbreak evolve, there could be an adverse impact on the timing and costs of the planned development within Improvement Area No. 2. See "SPECIAL RISK FACTORS – COVID-19 Pandemic" herein.

Lennar Homes cannot predict the ultimate effects of the COVID-19 outbreak and related public health and governmental authorities' orders and actions (including, without limitation, the scope of restrictions under any shelter in place orders) or whether any such effects would have a material adverse effect on its ability to develop and/or sell homes in Improvement Area No. 2.

Woodside

Ownership. As defined previously in this Official Statement, "Woodside" refers to Woodside 05N, LP, a California limited partnership. Woodside is wholly owned by Woodside Group, LLC, a Nevada limited liability company ("**Woodside Group**"), directly or through its wholly owned subsidiaries. Woodside is owned 99% directly by Woodside Group, as a limited partner. The remaining 1% interest is owned by WDS GP, Inc., a California corporation, as its general partner, which is wholly owned by Woodside Homes of California, Inc., a California corporation, which in turn is wholly owned by Woodside Group. The parent of Woodside Group is Woodside Homes Company, LLC, a Delaware limited liability company ("**Woodside Homes Company**"). Since February 28, 2017, the ultimate parent of Woodside Homes Company has been Sekisui House, Ltd, one of Japan's largest homebuilders, which was founded in 1960 and is headquartered in Osaka, Japan.

Woodside Group's subsidiaries engage in the design, construction, and sale of single-family homes under the brand name of "Woodside Homes." Woodside is one of America's top 30 homebuilders having built more than 40,000 homes across the United States, with current operations in Arizona, California, Nevada, and Utah.

The foregoing internet addresses and references to filings with the SEC are included for reference only, and the information on such internet sites and on file with the SEC are not a part of this Official Statement and are not incorporated by reference into this Official Statement. No representation is made in this Official Statement as to the accuracy or adequacy of the information contained on such sites, and such sites have not been reviewed by the Authority or the Underwriter. Neither Woodside nor any related entity is obligated to advance funds for construction or development or to pay ad valorem property taxes or the Special Taxes, and investors should not rely on the information and financial statements contained on such internet sites in evaluating whether to buy, hold or sell the Bonds.

Development Plan. Woodside plans to construct a total of 97 single-family detached homes in Improvement Area No. 2 in a single neighborhood known as "Wildflower at Winding Creek." The proposed product mix for the homes planned to be constructed by Woodside within this neighborhood is set forth in the following tables.

**“Wildflower at Winding Creek” – Village C-9
(as of May 1, 2023)**

Floor Plan	Square Footage	Total Number of Planned Units	Projected Base Sales Price⁽¹⁾
Plan 1	2,330	26	\$665,990
Plan 2	2,915	25	715,990
Plan 3	3,041	20	725,990
Plan 4	3,217	26	750,000
Totals		97	

(1) Base sales prices are as of May 1, 2023. Base sales prices exclude lot premiums, options and extras and any incentives or price reductions. Base sales prices are subject to change.

Status of Development. Woodside anticipates commencing construction of the model homes and the first phase of production homes in June, 2023. First sales to homeowners are anticipated by August, 2023.

Woodside’s development expectations described above are based on Woodside’s current plans. These plans may change due to changes in economic and market conditions or other factors. No assurance can be given that home construction and sales will be carried out on the schedule and according to the plans described herein, or that the home construction and sale plans or base prices set forth above will not change after the date of this Official Statement. Woodside reserves the right to change its development plans at any time without notice. Additionally, homes under contract to be sold may not result in closed escrows as sales contracts are subject to cancellation by the homebuyer. See “SPECIAL RISK FACTORS — Property Values and Property Development – Risks of Real Estate Secured Investments Generally.”

Financing Plan. Woodside intends to finance the development of its neighborhood within Village C-9 using internal sources, including cash generated from its homebuilding operations and advances from affiliates of its parent Woodside Homes Company. Woodside Homes Company has a \$330 million unsecured term loan. Woodside Homes Company also has an unsecured revolving credit facility with borrowing capacity as of April 1, 2023 of \$200 million, which is not subject to a borrowing base.

As of May 1, 2023, Woodside has expended approximately \$_____ on its development within Improvement Area No. 2, including [land acquisition costs,] site development costs, permits and fees, direct and indirect home construction costs, and marketing and sales costs and expenses, and anticipated expending an additional approximately \$_____ to complete the development, including, site development costs, permits and fees, direct and indirect home construction costs, and marketing and sales costs and expenses.

No assurance can be given that amounts necessary to fund the planned development by Woodside in Improvement Area No. 2 will be available when needed. Neither Woodside nor any other entity or person is under any legal obligation of any kind to expend funds for the development of the property as planned by Woodside in Improvement Area No. 2. Any contributions by Woodside or any other entity or person to fund the costs of such development are entirely voluntary. Woodside has no legal obligation to Bond holders to make any such funds available for construction or development, or the payment of ad valorem property taxes or the

Special Taxes. Many factors beyond Woodside's control, or a decision by Woodside to alter its current plans, may cause the actual sources and uses to differ from the projections.

If and to the extent that internal funding, including but not limited to home sales revenues and corporate financing from affiliates of Woodside's parent company, is inadequate to pay the costs to complete the planned development by Woodside within Improvement Area No. 2 and other financing by Woodside is not put into place, there could be a shortfall in the funds required to complete the proposed development by Woodside in Improvement Area No. 2 and the remaining portions of Woodside's project in Improvement Area No. 2 may not be developed. See "SPECIAL RISK FACTORS – Property Values and Property Development" herein.

Meritage

Ownership. As previously defined in this Official Statement, "Meritage" is Meritage Homes of California, Inc., a California corporation. Meritage is a subsidiary of Meritage Homes Corporation ("**Meritage Homes Corporation**"), a Maryland corporation. Meritage Homes Corporation is a homebuilder focused primarily on high-growth regions of the western and southern United States. Meritage Homes Corporation operates as a holding company, has no independent assets or operations, and is traded on the New York Stock Exchange ("**NYSE**") under the ticker symbol MTH. Homebuilding, construction, development and sales activities are conducted through subsidiaries. As of December 31, 2022, Meritage Homes Corporation was actively selling homes in 271 communities, with base prices ranging from approximately \$250,000 to \$1,400,00. The company's average sales price on both home closings and orders was approximately \$440,000 for the year ended December 31, 2022.

Meritage Homes Corporation is subject to the informational reporting requirements of the Securities and Exchange Act of 1934, as amended (the "**Exchange Act**"), and in accordance therewith files reports, proxy statements and other information, including financial statements, with the Securities and Exchange Commission (the "**SEC**"). Such filings set forth, among other things, certain data relative to the consolidated results of operations and financial position of Meritage Homes Corporation and its subsidiaries (e.g., see Meritage Homes Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 2022, as filed with the SEC on February 15, 2023 and Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2023, as filed with the SEC on April 28, 2023) as of the dates described therein. The SEC maintains an Internet website that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC, including Meritage Homes Corporation. The address of such Internet website is www.sec.gov. All documents subsequently filed by Meritage Homes Corporation pursuant to the requirements of the Exchange Act after the date of this Official Statement will be available for inspection in such manner as the SEC prescribes. Copies of Meritage Homes Corporation's annual report, quarterly reports and current reports, including any amendments, will be available from Meritage Homes Corporation's website at www.meritagehomes.com.

The foregoing internet addresses and references to filings with the SEC are included for reference only, and the information on such internet sites and on file with the SEC are not a part of this Official Statement and are not incorporated by reference into this Official Statement. No representation is made in this Official Statement as to the accuracy or adequacy of the information contained on such sites, and such sites have not been reviewed by the Authority or the Underwriter. Neither Meritage nor Meritage Homes Corporation is obligated to advance funds for construction or development or to pay ad valorem property taxes or the Special Taxes, and

investors should not rely on the information and financial statements contained on such internet sites in evaluating whether to buy, hold or sell the Bonds.

Development Plan. Meritage plans to construct a total of 82 single-family detached homes in Improvement Area No. 2 in a single neighborhood known as “Traverse at Winding Creek.” The proposed product mix for the homes planned to be constructed by Meritage within this neighborhood is set forth in the following tables.

**“Traverse at Winding Creek” – Village C-22
(as of May 1, 2023)**

Floor Plan	Square Footage	Total Number of Planned Units	Projected Base Sales Price⁽¹⁾
Plan 1	1,651	10	\$534,990
Plan 2	1,823	18	550,990
Plan 3	2,020	26	570,990
Plan 4	2,177	28	586,990
Totals		82	

(1) Base sales prices are as of May 1, 2023. Base sales prices exclude lot premiums, options and extras and any incentives or price reductions. Base sales prices are subject to change.

Status of Development. Meritage anticipates commencing construction of the model homes and first phase of production homes in June 2023. First sales to homeowners are anticipated by November 2023.

Meritage’s development expectations described above are based on Meritage’s current plans. These plans may change due to changes in economic and market conditions or other factors. No assurance can be given that home construction and sales will be carried out on the schedule and according to the plans described herein, or that the home construction and sale plans or base prices set forth above will not change after the date of this Official Statement. Meritage reserves the right to change its development plans at any time without notice. Additionally, homes under contract to be sold may not result in closed escrows as sales contracts are subject to cancellation by the homebuyer. See “SPECIAL RISK FACTORS — Property Values and Property Development – Risks of Real Estate Secured Investments Generally.”

Financing Plan. Meritage intends to finance the development of its neighborhood within Village C-22 using internal sources (which may include funding from its parent company and home sales proceeds). As of May 1, 2023, Meritage has expended approximately \$9.3 million on its development in Improvement Area No. 2, including land in acquisition costs, site development costs, permits and fees, direct and indirect home construction costs, and marketing and sales costs and expenses, and anticipated expending an additional approximately \$26.3 million to complete the development, including site development costs, permits and fees, direct and indirect home construction costs, and marketing and sales costs and expenses.

No assurance can be given that amounts necessary to fund the planned development by Meritage in Improvement Area No. 2 will be available when needed. Neither Meritage nor any other entity or person is under any legal obligation of any kind to expend funds for the

development of the property as planned by Meritage in Improvement Area No. 2. Any contributions by Meritage or any other entity or person to fund the costs of such development are entirely voluntary. Meritage has no legal obligation to Bond holders to make any such funds available for construction or development, or the payment of ad valorem property taxes or the Special Taxes. Many factors beyond Meritage's control, or a decision by Meritage to alter its current plans, may cause the actual sources and uses to differ from the projections.

If and to the extent that internal funding, including but not limited to home sales revenues and corporate financing from Meritage's parent company, is inadequate to pay the costs to complete the planned development by Meritage within Improvement Area No. 2 and other financing by Meritage is not put into place, there could be a shortfall in the funds required to complete the proposed development by Meritage in Improvement Area No. 2 and the remaining portions of Meritage's project in Improvement Area No. 2 may not be developed. See "SPECIAL RISK FACTORS – Property Values and Property Development" herein.

D.R. Horton

Ownership. As previously defined in this Official Statement "D.R. Horton" is D.R. Horton CA2, Inc., a California corporation. D.R. Horton is a wholly-owned subsidiary of D.R. Horton, Inc., a Delaware corporation ("**D.R. Horton, Inc.**"). D.R. Horton, Inc. is a public company whose common stock is traded on the NYSE under the symbol "DHI." Founded in 1978 and headquartered in Arlington, Texas, D.R. Horton, Inc. constructs and sells homes through its operating divisions in 106 markets in 33 states under the names of D.R. Horton, America's Builder, Emerald Homes, Express Homes and Freedom Homes.

D.R. Horton, Inc. is subject to the informational requirements of the Exchange Act, and in accordance therewith files reports, proxy statements and other information, including financial statements, with the SEC. Such filings, particularly, D.R. Horton, Inc.'s Annual Report on Form 10-K for the fiscal year ended September 30, 2022, as filed with the SEC on November 18, 2022, and D.R. Horton's Quarterly Report on Form 10-Q for the quarter ended March 31, 2023, as filed with the SEC on April 24, 2023, set forth certain data relative to the consolidated results of operations and financial position of D.R. Horton, Inc. and its subsidiaries, including D.R. Horton, as of such dates.

The SEC maintains an Internet web site that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC, including D.R. Horton, Inc. The address of such Internet web site is www.sec.gov. All documents subsequently filed by D.R. Horton, Inc. pursuant to the requirements of the Exchange Act after the date of this Official Statement will be available for inspection in such manner as the SEC prescribes.

Copies of D.R. Horton, Inc.'s Annual Report and each of its other quarterly and current reports, including any amendments, are available from D.R. Horton, Inc.'s website at www.drhorton.com.

The foregoing internet addresses and references to filings with the SEC are included for reference only, and the information on such internet sites and on file with the SEC are not a part of this Official Statement and are not incorporated by reference into this Official Statement. No representation is made in this Official Statement as to the accuracy or adequacy of the information contained on such sites, and such sites have not been reviewed by the Authority or the

Underwriter. Neither D.R. Horton nor D.R. Horton Inc. is obligated to advance funds for construction or development or to pay ad valorem property taxes or the Special Taxes, and investors should not rely on the information and financial statements contained on such internet sites in evaluating whether to buy, hold or sell the Bonds.

Hearthstone Landbank. Hearthstone Landbank is ultimately controlled by Hearthstone, Inc., a California corporation (“**Hearthstone**”). Hearthstone is devoted exclusively to managing institutional capital for residential housing developments. Hearthstone’s investments include single-family subdivisions, condominium and townhouse developments, master planned communities, land development projects and mixed-use communities. Hearthstone was the first, and today is the largest, institutional investment manager in the country that is dedicated to the residential building industry. At the time Hearthstone was organized in 1992, homebuilders across the United States were suffering from a shortage of capital resulting from changes in federal laws affecting the banking industry and from a loss of investor confidence in real estate. Hearthstone was organized in response to this capital shortage and in recognition of the long-term investment opportunity that single-family homebuilding presents for institutional investors. Hearthstone manages funds for numerous public and private pension plans, university endowments, Fortune 100 companies, and large private trusts. Hearthstone invests these funds on behalf of its investors in homebuilding and residential lot development projects with public and private homebuilders in select target markets throughout the United States. Hearthstone has funded and managed over \$16.5 billion in investments to construct over 140,000 homes and lots in 22 states since its inception. Hearthstone’s principal office is located in Calabasas, California.

Development Plan.

As of April 20, 2023, the Master Developer had closed the sale of 77 lots within Improvement Area No. 2 to Hearthstone Landbank. Concurrent with the sale of the 77 lots to Hearthstone Landbank, D.R. Horton entered into a separate option agreement with Hearthstone Landbank whereby D.R. Horton will have the option, but not the obligation, to purchase the 77 lots from Hearthstone Landbank pursuant to the following takedown schedule. There is no guaranty that D.R. Horton will acquire the 77 lots from Hearthstone Landbank as planned.

Takedown Schedule
Under D.R. Horton Option Agreement – For Hearthstone Landbank Lots

Scheduled Acquisition Date	Lots Scheduled to be Acquired	Cumulative Number of Lots to be Acquired
8/9/23	18	18
12/5/23	17	35
3/5/24	16	51
6/6/24	18	69
9/5/24	8	77
Total:	77	

Following acquisition of the 77 lots in Improvement Area No. 2 owned by Hearthstone Landbank, D.R. Horton plans to construct a total of 77 single-family detached homes thereon in a single neighborhood known as Village C-21, to be marketed as “Dragonfly at Winding Creek.” The proposed product mix for the homes planned to be constructed by D.R. Horton within this neighborhood is set forth in the following tables.

**Dragonfly at Winding Creek” – Village C-21
(as of May 1, 2023)**

Floor Plan	Square Footage	Total Number of Planned Units	Projected Base Sales Price⁽¹⁾
Plan 1	1,567	25	TBD
Plan 2	1,615	26	TBD
Plan 7	1,631	26	TBD
Totals		77	

(1) As of May 1, 2023, initial base sales prices were not yet available. Base sales prices exclude lot premiums, options and extras and any incentives or price reductions. Base sales prices are subject to change.

Status of Development. D.R. Horton anticipates commencing construction of the model homes and first phase of production homes in August, 2023. First sales to homeowners are anticipated by October, 2023.

D.R. Horton’s development expectations described above are based on D.R. Horton’s current plans. These plans may change due to changes in economic and market conditions or other factors. No assurance can be given that home construction and sales will be carried out on the schedule and according to the plans described herein, or that the home construction and sale plans or base prices set forth above will not change after the date of this Official Statement. D.R. Horton reserves the right to change its development plans at any time without notice. Additionally, homes under contract to be sold may not result in closed escrows as sales contracts are subject to cancellation by the homebuyer. See “SPECIAL RISK FACTORS — Property Values and Property Development – Risks of Real Estate Secured Investments Generally.”

Financing Plan. D.R. Horton intends to finance the acquisition and development of its neighborhood within Village C-21 using internal sources (which may include funding from its parent company and home sales proceeds). As of May 1, 2023, D.R. Horton has expended approximately \$246,394 on its development within Improvement Area No. 2, which primarily consisted of initial development costs. D.R. Horton anticipates expending an additional approximately \$32,256,009 to complete the development, including land acquisition costs, site development costs, permits and fees, direct and indirect home construction costs, and marketing and sales costs and expenses.

No assurance can be given that amounts necessary to fund the planned development by D.R. Horton in Improvement Area No. 2 will be available when needed. Neither D.R. Horton nor any other entity or person is under any legal obligation of any kind to expend funds for the development of the property as planned by D.R. Horton in Improvement Area No. 2. Any contributions by D.R. Horton or any other entity or person to fund the costs of such development are entirely voluntary. D.R. Horton has no legal obligation to Bond holders to make any such funds available for construction or development, or the payment of ad valorem property taxes or the Special Taxes. Many factors beyond D.R. Horton’s control, or a decision by D.R. Horton to alter its current plans, may cause the actual sources and uses to differ from the projections.

If and to the extent that internal funding, including but not limited to home sales revenues and corporate financing from D.R. Horton' parent company, is inadequate to pay the costs to complete the planned development by D.R. Horton within Improvement Area No. 2 and other financing by D.R. Horton is not put into place, there could be a shortfall in the funds required to complete the proposed development by D.R. Horton in Improvement Area No. 2 and the remaining portions of D.R. Horton' project in Improvement Area No. 2 may not be developed. See "SPECIAL RISK FACTORS – Property Values and Property Development" herein.

Increasing Mortgage Interest Rates and Banking Uncertainty

Most of the purchasers of the Merchant Builders' homes finance their acquisitions with mortgage financing. As such, rising interest rates, decreased availability of mortgage financing or of certain mortgage programs, higher down payment requirements, or increased monthly mortgage costs could have a negative impact on the estimated absorption rates of the Merchant Builders' planned for-sale homes in Improvement Area No. 2. Further, a combination of higher mortgage rates, delays in construction stemming from delays in the supply chain, homebuyers' inability to sell their existing homes and adverse changes in local, regional or national economic conditions, among other factors, could contribute to an increase in the Merchant Builders' rate of home order cancellations. An increase in the level of such cancellations could similarly have a negative impact on the estimated absorption rates of the Merchant Builders' planned for-sale homes in Improvement Area No. 2.

Impact of Economic Conditions on the Development in Improvement Area No. 2

Certain events and factors which negatively affect the regional, State and national economies could have an adverse effect on the pace at which Woodside is able to complete and sell homes and demand by and the ability of individuals to purchase homes within Improvement Area No. 2. Such events and factors could include rising inflation and interest rates, persistent supply chain issues, further impacts of the COVID-19 pandemic and global market instability caused by the war in Ukraine. Any adverse impact of the foregoing and other economic factors on the projects in Improvement Area No. 2 and the real estate market in general cannot be predicted.

Amid an unexpected run on deposits, the Federal Deposit Insurance Corporation (the "FDIC") announced on March 10, 2023 that it had been appointed as receiver for Silicon Valley Bank ("SVB"), a large California bank and the 16th largest bank in the United States, and was liquidating SVB as a going concern. Additionally, on March 12, 2023, the FDIC announced that it had been appointed as receiver for Signature Bank, another large regional bank. However, the United States Treasury Department, the Federal Reserve and the FDIC issued a joint statement that all deposits at both institutions would be honored, regardless of dollar amount. Since such actions, there has been uncertainty and concern in the financial markets that there may be additional bank liquidity issues.

VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 2

The Appraisal

General. Integra Realty Resources, Sacramento, California (the “**Appraiser**”) prepared an appraisal report with a date of value of May 1, 2023 (the “**Appraisal**”). The Appraisal was prepared at the request of the City. The Appraisal is set forth in APPENDIX B hereto. The description herein of the Appraisal is intended for limited purposes only; the Appraisal should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions and qualifications which are set forth in the Appraisal.

Property Appraised. The appraised properties consist of all of the taxable property within Improvement Area No. 2, which consists of “phase 3” and “phase 4” of the larger Creekview Development. The final maps for Phase 3 (330 lots) recorded in August 2022 and lot construction was completed in March 2023. Phase 4 (231 lots) is currently under development; final maps are anticipated to be created and recorded by September 2024. All four villages in phase 3 of the project recently transferred to the Merchant Builders, as described elsewhere herein.

Value Estimates. The Appraisal provides a market value of the appraised property as of the date of value (based on the hypothetical condition the improvements to be financed by the 2023 Bonds were in place as of the date of valuation). The valuation accounts for the impact of the lien of the Special Tax and represents the hypothetical market value (based on the hypothetical condition) of all the land in Improvement Area No. 2. The property appraised excludes property in Improvement Area No. 2 designated for public and quasi-public purposes.

The aggregate value estimate for the appraised properties as of the date of value, using the methodologies described in the Appraisal and subject to the limiting conditions and special assumptions and the hypothetical condition set forth in the Appraisal, and based on the ownership of the property as of that date, is \$56,272,000. For information on how the values were allocated among parcels and ownership, see APPENDIX B.

Hypothetical Condition. *The value estimate is subject to a hypothetical condition, defined as that which is contrary to what exists but is supposed for the purposes of analysis. For purposes of the hypothetical condition, the Appraiser assumed that certain proceeds of the 2023 Bonds are available to reimburse for certain infrastructure improvements already completed or impact fees paid.*

Extraordinary Assumptions. The estimate of value set forth in the Appraisal is based on a number of extraordinary assumptions, including the following:

- According to the cost budget provided to the Appraiser, the Master Developer is obligated to complete significant infrastructure improvements benefitting both the subject property, as well as adjacent projects in Fiddymont Farms, Westpark and the Amoruso Specific Plan. Such development includes improvements to Blue Oaks Boulevard and Westbrook Boulevard. Completion of these improvements will generate City credits and/or reimbursements from future developers.
- The intent of the Appraisal is to capture the increment of benefit associated with completion of the area wide improvements by the Master Developer. Should such credits/reimbursements not be received by the Master Developer, the estimate of value in the Appraisal would likely be negatively impacted.

Assumptions and Limiting Conditions. In considering the estimate of value evidenced by the Appraisal, the Appraisal is based upon a number of standard and special assumptions which affect the estimates as to value. For example, the Appraiser has assumed that there is no adverse soil conditions, toxic substances or other environmental hazards that would interfere or inhibit development of the appraised property. Should future conditions and events reduce the level of permitted development or delay the completion of any projected development, the value of the undeveloped land would likely be reduced from that estimated by the Appraiser. See “APPENDIX B – THE APPRAISAL.”

Accordingly, because the Appraiser arrived at an estimate of current market value based upon certain assumptions which may or may not be fulfilled, no assurance can be given that should the parcels become delinquent due to unpaid Special Taxes, and be foreclosed upon and offered for sale for the amount of the delinquency, that any bid would be received for such property or, if a bid is received, that such bid would be sufficient to pay such delinquent Special Taxes.

Exposure Time. Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Exposure time is always presumed to precede the effective date of the Appraisal. Based on the Appraiser’s review of recent sales transactions for similar properties and its analysis of supply and demand in the local land market, the Appraiser’s opinion was that the probable exposure time for the appraised property at the concluded market value stated previously is 12 months.

Marketing Time. Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. As the Appraiser foresees no significant changes in market conditions in the near term, the Appraiser’s opinion was that a reasonable marketing period for the appraised property in bulk is likely to be the same as the exposure time. Accordingly, the Appraiser estimated the marketing period at 12 months or less.

No assurance can be given that a sale of the property in bulk through foreclosure could be achieved or attained over an extended period of time; real estate is cyclical in nature, and it is impossible to accurately forecast and project specific demand over a particular period. See “SPECIAL RISK FACTORS – Property Values and Property Development.”

Limitations of Appraisal Valuation. Property values may not be evenly distributed throughout Improvement Area No. 2; thus, certain parcels may have a greater value than others. This disparity is significant because in the event of nonpayment of the Special Tax, the only remedy is to foreclose against the delinquent parcel.

No assurance can be given that the foregoing valuation can or will be maintained during the period of time that the 2023 Bonds are outstanding in that the City has no control over the market value of the property within Improvement Area No. 2 or the amount of additional indebtedness that may be issued in the future by other public agencies, the payment of which, through the levy of a tax or an assessment, may be on a parity with the Special Taxes. See “–Overlapping Liens and Priority of Lien” below.

For a description of certain risks that might affect the assumptions made in the Appraisal, see “SPECIAL RISK FACTORS” herein.

Value to Special Tax Burden Ratios

In comparing the value of the real property within Improvement Area No. 2 and the principal amount of the Bonds, it should be noted that only the real property upon which there is a delinquent Special Tax can be foreclosed upon, and the real property within Improvement Area No. 2 cannot be foreclosed upon as a whole to pay delinquent Special Taxes of the owners of such parcels within Improvement Area No. 2 unless all of the property is subject to a delinquent Special Tax. In any event, individual parcels may be foreclosed upon separately to pay delinquent Special Taxes levied against such parcels.

Other public agencies whose boundaries overlap those of Improvement Area No. 2 could, without the consent of the City and in certain cases without the consent of the owners of the land within Improvement Area No. 2, impose additional taxes or assessment liens on the land within Improvement Area No. 2. Property owners can also voluntarily add Property Assessed Clean Energy (PACE) assessment liens on their property to finance energy efficiency improvements. The lien created on the land within Improvement Area No. 2 through the levy of such additional taxes or assessments may be on a parity with the lien of the Special Tax. In addition, construction loans may be obtained by the Master Developer and subsequent merchant homebuilders, and home loans may be obtained by ultimate homeowners. The deeds of trust securing such debt on property within Improvement Area No. 2, however, will be subordinate to the lien of the Special Tax.

Appraised Value to Lien Ratios by Development Status and Land Use. The following table sets forth appraised value, maximum special facilities tax, allocable debt, and value to lien ratios by development status and land use in Improvement Area No. 2 as of May 1, 2023 (the Appraiser's date of value), based on the assumptions detailed therein.

Table 7
City of Roseville
Creekview Community Facilities No. 1 (Public Facilities)
Improvement Area No. 2 – Series 2023 Bonds
Value to Lien Ratios by Land Use and Development Status as of May 1, 2023
CFD Debt Allocated by Projected Special Tax Levy

Ownership / Development Status / Village / Land Use ⁽¹⁾	No. of Parcels	Planned Units	Appraised Value ⁽²⁾	FY 2023-24 Maximum Tax ⁽³⁾	Projected FY 2023-24 Special Tax Levy * ⁽⁴⁾	Allocable Debt CFD Bonds * ⁽⁵⁾⁽⁶⁾	% of Total CFD Bonded Debt ⁽⁶⁾	Overlapping Debt * ⁽⁷⁾	Total Direct & Overlapping Debt *	Average Value to Lien Ratio * ⁽⁶⁾
Phase 3										
<u>Merchant Builders - Finished Lots</u>										
C-5 (LDR) Lennar Homes	74	74	\$10,730,000	\$234,818	\$225,301	\$3,898,504	24.99%	\$36,493	\$3,934,997	2.73
C-9 (LDR) Woodside Homes	97	97	14,550,000	307,802	295,326	5,110,183	32.76%	18,665	5,128,848	2.84
C-21 (MDR) D.R. Horton	77	77	8,778,000	192,266	184,472	3,192,017	20.46%	21,617	3,213,634	2.73
C-22 (MDR) Meritage Homes	<u>82</u>	<u>82</u>	<u>10,004,000</u>	<u>204,751</u>	<u>196,451</u>	<u>3,399,296</u>	<u>21.79%</u>	<u>27,896</u>	<u>3,427,192</u>	<u>2.92</u>
Total Phase 3	330	330	\$44,062,000	\$939,637	\$901,550	\$15,600,000	100.00%	\$104,671	\$15,704,671	2.81
Phase 4										
<u>Master Developer - Undeveloped</u>										
C-6 (LDR)	1	48	\$2,714,352	\$152,315	\$0	\$0	0.00%	\$21,950	\$21,950	N/A ⁽⁶⁾
C-7 (LDR)	1	74	4,184,626	234,818	0	0	0.00%	37,871	37,871	N/A ⁽⁶⁾
C-8 (LDR)	1	32	1,809,568	101,543	0	0	0.00%	4,071	4,071	N/A ⁽⁶⁾
C-20 (MDR)	<u>1</u>	<u>77</u>	<u>3,501,454</u>	<u>192,266</u>	<u>0</u>	<u>0</u>	<u>0.00%</u>	<u>23,874</u>	<u>23,874</u>	N/A ⁽⁶⁾
Total Phase 4	4	231	\$12,210,000	\$680,942	\$0	\$0	0.00%	\$87,766	\$87,766	N/A ⁽⁶⁾
Total	334	561	\$56,272,000	\$1,620,579	\$901,550	\$15,600,000	100.00%	\$192,437	\$15,792,437	3.56 ⁽⁶⁾

* Preliminary, subject to change.

(1) Ownership, Development Status and Land Use as of May 1, 2023.

(2) Appraised Values as of May 1, 2023.

(3) Maximum Tax refers to Maximum Annual Facilities Special Tax.

(4) Special Tax refers to Special Facilities Tax.

(5) Represents the [estimated]* par amount of the 2023 Bonds.

(6) The value to lien ratios of the 4 undeveloped parcels comprising of Phase 4 are shown as "N/A" since this table allocates CFD Bonded Debt using each parcel's share of the projected FY 2023-24 Special Tax levy and none of the Phase 4 territory is expected to be levied in FY 2023-24. Should the appraised value of the Phase 4 parcels be considered in the Improvement Area's overall value to lien ratio, it would be 3.56 to 1.

(7) Represents the overlapping debt liens of the Improvement Area's parcels as of June 1, 2023 as summarized under "Table 8 Direct and Overlapping Tax and Assessment Debt" from the overlapping debt report prepared by California Municipal Statistics, Inc. No direct charges related to PACE liens secured by Special Taxes were levied onto the Improvement Area's parcels in FY 2022-23.

Sources: Ownership and Development Status - Integra Realty Resources, Inc. and Master Developer; Appraised Value - Integra Realty Resources, Inc.; Land Use and Planned Number of Units - Improvement Area No. 2 Special Tax Formula; PACE Lien Charges - Placer County; Overlapping Debt - California Municipal Statistics, Inc, as compiled by Willdan Financial Services and Maximum Facilities Special Tax - Willdan Financial Services.

No History of Special Tax Collections

Fiscal Year 2023-24 is the first year in which the Special Tax is being levied in Improvement Area No. 2. Accordingly, there is no history of special tax collections.

Overlapping Liens and Priority of Lien

The principal of and interest on the Bonds are payable from the Special Tax authorized to be collected within Improvement Area No. 2, and payment of the Special Tax is secured by a lien on certain real property within Improvement Area No. 2. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in Improvement Area No. 2. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within Improvement Area No. 2.

Set forth below is an overlapping debt table showing the existing direct and overlapping bonded debt payable with respect to property within Improvement Area No. 2. This table has been prepared by California Municipal Statistics Inc. as of the date indicated, and is included for general information purposes only. The City has not reviewed the data for completeness or accuracy and makes no representations in connection therewith. In addition to bonded debt, property in Improvement Area No. 2 is also subject to special taxes authorized to be levied on behalf of the City's Creekview Community Facilities District No. 2 (Public Services) and Community Facilities District No. 3 (Municipal Services) for municipal services, which districts provide for escalating annual special taxes on residential property.

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Table 8
City of Roseville
Creekview Community Facilities District No. 1 (Public Facilities)
Improvement Area No. 2 - Series 2023 Bonds
Summary of Overlapping Debt
As of June 1, 2023

2022-23 Assessed Valuation: \$ 13,021,746

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt</u>	
Sierra Joint Community College District SFID No. 4 General Obligation Bonds	0.015%	\$ 22,682	
Roseville Joint Union High School District General Obligation Bonds	0.034	36,995	
Roseville Joint Union High School District SFID No. 1 General Obligation Bonds	0.199	127,487	
Roseville City School District General Obligation Bonds	0.057	5,273	
City of Roseville Creekview Community Facilities District No. 1, I.A. 2	100.000	0	(1)
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$192,437	
 <u>OVERLAPPING GENERAL FUND DEBT:</u>			
Placer County Certificates of Participation	0.013%	\$10,800	
Sierra Joint Community College District Certificates of Participation	0.010	81	
Roseville Joint Union High School District Certificates of Participation	0.034	21,014	
Roseville City School District General Fund Obligations	0.057	3,915	
Placer Mosquito and Vector Control District Certificates of Participation	0.013	246	
City of Roseville Certificates of Participation	0.044	7,043	
TOTAL OVERLAPPING GENERAL FUND DEBT		\$43,099	
 COMBINED TOTAL DEBT		 \$235,536	(2)

Ratios to 2022-23 Assessed Valuation:

Direct Debt (\$0)..... 0.00%
Total Direct and Overlapping Tax and Assessment Debt..... 1.48%
Combined Total Debt 1.82%

(1) Excludes the 2023 Bonds to be sold.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Sources: California Municipal Statistics, Inc; as compiled by Willdan Financial Services.

There can be no assurance that the Master Developer, its affiliates or any subsequent owner will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities; however, no other special districts are currently contemplated by the City or the Master Developer.

Private liens, such as deeds of trust securing loans obtained by the Master Developer, may be placed upon property in Improvement Area No. 2 at any time. Under California law, the Special Taxes have priority over all existing and future private liens imposed on property subject to the lien of the Special Taxes.

Estimated Overall Tax Burden

The following table shows the estimated overall tax burden for representative single-family residential homes in Improvement Area No. 2 (both LDR and MDR types), for Fiscal Year 2023-24. As shown in the table, the overall estimated tax burden was approximately 1.63% for MDR homes and 1.67% for LDR homes, respectively.

Table 9
City of Roseville
Creekview Community Facilities No. 1 (Public Facilities)
Improvement Area No. 2 – Series 2023 Bonds
Estimated Overall Tax Burden Fiscal Year 2023-24

Net Taxable Value		Land Use Designation	
		MDR	LDR
Projected Assessed Value - Representative Homes ⁽¹⁾		\$600,000	\$725,000
Less: Homeowner's Exemption		(7,000)	(7,000)
Net Taxable Value		\$593,000	\$718,000
FY 2022-23 Ad Valorem Property Taxes ⁽²⁾	Rate	Taxes	Taxes
Base Property Tax	1.000000%	\$5,930	\$7,180
Sierra Coll SFID #4 B&I 2018 Series A	0.002407%	14	17
Sierra Coll SFID #4 B&I 2018 Series B	0.016193%	96	116
Rsvl City Elem B&I 2002 Series A Non Refunding	0.005087%	30	37
Rsvl City Elem B&I 2002 Series A&B Ref 2011	0.004040%	24	29
Rsvl High B&I 1992	0.003747%	22	27
Rsvl High B&I 2004 Series C Non Refunding	0.000737%	4	5
Rsvl High B&I 2004 A,B & C Ref 2013	0.019471%	115	140
Rsvl High B&I 2008 SFID #1 11A Non-Ref 2016B	0.003617%	21	26
Rsvl High B&I 2008 SFID #1 Series 2017	0.005978%	35	43
Rsvl High B&I 2008 SFID #1 Series 2018	0.016724%	99	120
Rsvl High B&I 2008 SFID #1 Series 2019	0.007618%	45	55
Rsvl High B&I 2016 Series A	0.003005%	18	22
Rsvl High B&I 2016 Series B	0.004940%	29	35
Rsvl High B&I 2016 Series C	0.002572%	15	18
Total FY 2022-23 Ad Valorem Property Tax Rate ⁽²⁾	1.096136%	\$6,500	\$7,870
Direct Charges ⁽³⁾		Charges	Charges
Placer County Mosquito & Vector ⁽⁴⁾		\$6	\$6
City of Roseville, Creekview CFD No. 1, IA No. 2 ⁽⁵⁾		2,497	3,173
City of Roseville, Creekview CFD # 2 (Public Services) ⁽⁶⁾		483	565
City of Roseville CFD 3 (Municipal Services) ⁽⁷⁾		309	528
Total Direct Charges		\$3,295	\$4,272
Total Projected Taxes and Direct Charges		\$9,795	\$12,143
Estimated Effective Tax Rate		1.63%	1.67%

(1) Values of Representative MDR and LDR Homes from the Ability to Pay section of the Appraisal Report.

(2) The Aggregate 2022-23 Ad Valorem Property Tax Rate for TRA 005-073. Subject to change in subsequent years.

(3) Direct Charges include Parcel Charges, Fee, Assessments and Special Taxes not determined by assessed value; amount assumes no optional PACE related Special Taxes.

(4) Equal to FY 2022-23 mosquito & vector charges

(5) Equal to the applicable Maximum Facilities Special Tax for FY 2023-24

(6) Equal to the applicable Maximum Public Services Special Tax for FY 2023-24

(7) Equal to the projected Maximum Municipal Services Special Tax for FY 2023-24

Sources: Aggregate FY 2022-23 Ad Valorem Tax Rate of TRA 005-073 - Placer County Resolution 2022-177; Mosquito & Vector charges - Placer County Tax Collector; Projected Assessed Values of Representative Homes - Integra Realty Resources, Inc; projected Maximum Special Tax Rates, Roseville CFD Nos. 1, 2 and 3 - Willdan Financial Services.

SPECIAL RISK FACTORS

The purchase of the 2023 Bonds described in this Official Statement involves a degree of risk that may not be appropriate for some investors. The following includes a discussion of some of the risks that should be considered before making an investment decision.

Limited Obligation of the City to Pay Debt Service

The City has no obligation to pay principal of and interest on the 2023 Bonds in the event Special Tax collections are delinquent, other than from amounts, if any, on deposit in the 2023 Reserve Account of the Reserve Fund or funds derived from the tax sale or foreclosure and sale of parcels on which levies of the Special Tax are delinquent, nor is the City obligated to advance funds to pay such debt service on the 2023 Bonds. The 2023 Bonds are not general obligations of the City but are limited obligations of the City, payable solely from the proceeds of the Special Tax and certain funds held under the Fiscal Agent Agreement, including amounts deposited in the 2023 Reserve Account of the Reserve Fund and investment income thereon, and the proceeds, if any, from the sale of property in the event of a foreclosure. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.” Any tax for the payment of the 2023 Bonds will be limited to the Special Tax to be collected within Improvement Area No. 2.

Concentration of Ownership

Land in Improvement Area No. 2 is 100% owned by the Master Developer and the Merchant Builders. No assurance can be given that the Merchant Builders will complete homes on the lots that they purchase and sell the lots to individual homeowners on the timeline projected in this Official Statement or at all. In addition, no assurance can be given that the Master Developer will complete the sale of additional lots to merchant builders and others on the timeline projected by the Master Developer in this Official Statement.

Owners of property are not personally obligated to pay the Special Tax attributable to their property. Rather, the Special Tax is an obligation only against the parcel of property, secured by the amount which could be realized in a foreclosure proceeding against the property, and not by any promise of the owner to pay. If the value of the property is not sufficient, taking into account other obligations also constituting a lien against the property, the City, Fiscal Agent and owners of the 2023 Bonds have no recourse against the owner, such as filing a lawsuit to collect money.

Failure of the Master Developer, any of the Merchant Builders or any other future owner of significant property subject to the Special Taxes in Improvement Area No. 2 to pay installments of Special Taxes when due could cause the depletion of amounts in the 2023 Reserve Account of the Reserve Fund prior to reimbursement from the resale of foreclosed property or payment of the delinquent Special Tax and, consequently, result in the delinquency rate reaching a level that would cause an insufficiency in collection of the Special Tax to timely pay debt service on the 2023 Bonds. In that event, there could be a delay or failure in payments on the 2023 Bonds. See “– Bankruptcy and Foreclosure Delays” below and “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure.”

Appraised Values

The Appraisal summarized in APPENDIX B estimates the market value of the taxable property within Improvement Area No. 2. This market value is merely the present opinion of the Appraiser, and is subject to the assumptions and limiting conditions stated in the Appraisal. The City

has not sought the present opinion of any other appraiser of the value of the taxed parcels. A different present opinion of value might be rendered by a different appraiser.

The opinion of value relates to sale by a willing seller to a willing buyer as of the date of valuation, each having similar information and neither being forced by other circumstances to sell or to buy. Consequently, the opinion is of limited use in predicting the selling price at a foreclosure sale, because the sale is forced and the buyer may not have the benefit of full information.

In considering the estimates of value evidenced by the appraisal, it should be noted that the appraisal is based upon a number of standard and special assumptions which affect the estimates as to value, in addition to hypothetical conditions, as set forth in the Appraisal (see APPENDIX B hereto). Some of the improvements to be financed by the 2023 Bonds were not in place as of the date of inspection; thus, the value estimate is subject to a hypothetical condition (of such improvements being in place)

In addition, the opinion is a present opinion. It is based upon present facts and circumstances. Differing facts and circumstances may lead to differing opinions of value. The appraised market value is not evidence of future value because future facts and circumstances may differ significantly from the present.

No assurance can be given that any of the appraised property in Improvement Area No. 2 could be sold in a foreclosure for the estimated market value contained in the Appraisal. Such sale is the primary remedy available to Bondowners if that property should become delinquent in the payment of Special Taxes.

Property Values and Property Development

The value of Taxable Parcels within Improvement Area No. 2 is a critical factor in determining the investment quality of the 2023 Bonds. If a property owner defaults in the payment of the Special Tax, the City may bring an action to foreclose on the delinquent property in an attempt to obtain funds with which to pay debt service on the 2023 Bonds. Land development and land values could be adversely affected by economic and other factors beyond the City's control, such as: a general economic downturn; adverse judgments in future litigation that could affect the scope, timing or viability of development; relocation of employers out of the area; stricter land use regulations; shortages of water, electricity, natural gas or other utilities; destruction of property caused by earthquake, flood or other natural disasters; environmental pollution or contamination.

The Appraisal information included as APPENDIX B sets forth certain assumptions of the Appraiser in estimating the market value of the property within Improvement Area No. 2 as of the date indicated. No assurance can be given that the land values are accurate if these assumptions are incorrect or that the values will not decline in the future if one or more events, such as natural disasters or adverse economic conditions, occur. See "Appraised Values" above.

Neither the City nor the Underwriter has evaluated development risks. Since these are largely business risks of the type that property owners customarily evaluate individually, and inasmuch as changes in land ownership may well mean changes in the evaluation with respect to any particular parcel, the City is issuing the 2023 Bonds without regard to any such evaluation. Thus, the issuance of the 2023 Bonds in no way implies that the City or the Underwriter has evaluated these risks or the reasonableness of these risks.

The following is a discussion of specific risk factors that could affect the timing or scope of property development in Improvement Area No. 2 or the value of property in Improvement Area No. 2. See also “– Covid-19 Pandemic” below.

Land Development. Land values are influenced by the level of development in the area in many respects.

First, undeveloped or partially developed land is generally less valuable than developed land and provides less security to the owners of the 2023 Bonds should it be necessary for the City to foreclose on undeveloped or partially developed property due to the nonpayment of Special Taxes.

Second, failure to complete development on a timely basis could adversely affect the land values of those parcels that have been completed. Lower land values would result in less security for the payment of principal of and interest on the 2023 Bonds and lower proceeds from any foreclosure sale necessitated by delinquencies in the payment of the Special Tax. See “VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 2 – Value to Special Tax Burden Ratios.” No assurance can be given that the proposed development within Improvement Area No. 2 will be completed, and in assessing the investment quality of the 2023 Bonds, prospective purchasers should evaluate the risks of noncompletion.

Neither the Master Developer nor the Merchant Builders provide any assurances to the City that the project will be developed or that sources of financing that will actually be available will be sufficient to complete the currently projected development. Neither the Master Developer nor the Merchant Builders have any obligation to the City or to owners of the 2023 Bonds to complete the project overall or their particular developments therein.

Risks of Real Estate Investment Generally. Continuing development of land within Improvement Area No. 2 may be adversely affected by changes in general or local economic conditions, fluctuations in the real estate market, increased construction costs, development, financing and marketing capabilities of individual property owners, water or electricity shortages, and other similar factors. Development in Improvement Area No. 2 may also be affected by development in surrounding areas, which may compete with development in Improvement Area No. 2. In addition, land development operations are subject to comprehensive federal, state and local regulations, including environmental, land use, zoning and building requirements. There can be no assurance that proposed land development operations within Improvement Area No. 2 will not be adversely affected by future government policies, including, but not limited to, governmental policies to restrict or control development, or future growth control initiatives. There can be no assurance that land development operations within Improvement Area No. 2 will not be adversely affected by these risks. See also “– COVID-19 Pandemic” below.

Natural Disasters. The value of the parcels in Improvement Area No. 2 in the future can be adversely affected by a variety of natural occurrences, particularly those that may affect infrastructure and other public improvements and private improvements on the parcels in Improvement Area No. 2 and the continued habitability and enjoyment of such private improvements. For example, the areas in and surrounding Improvement Area No. 2, like those in much of California, may be subject to earthquakes or other unpredictable seismic activity, however, Improvement Area No. 2 is not located in a seismic special studies zone.

Other natural disasters could include, without limitation, landslides, floods, droughts, wildfires or tornadoes. One or more natural disasters could occur and could result in damage to improvements of varying seriousness. Although the land in Improvement Area No. 2 is not in a high-

risk area (or a special fire hazard severity zone) for wildfires, landslides, floods, or tornadoes, natural disasters such as these are unpredictable and may occur anywhere throughout the State, with devastating consequences. The damage may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost, or because repair or replacement will not facilitate habitability or other use, or because other considerations preclude such repair or replacement. Under any of these circumstances there could be significant delinquencies in the payment of Special Taxes, and the value of the parcels may well depreciate.

Drought. California has been subject to droughts from time-to-time in the past. Although the City does not believe the current drought or any future drought would impact development in Improvement Area No. 2, no assurances can be given in this regard.

The City employs a portfolio approach to its water supplies which includes the use of surface water, groundwater and recycled water. This portfolio approach is designed to provide a more reliable water supply. Surface water is the City's primary water supply which is delivered from the Folsom Reservoir under contracts with the Bureau of Reclamation and the Placer County Water Agency. The City also uses groundwater to supplement its surface water supplies during emergency and drought conditions. These ground water wells are designated to accommodate Aquifer Storage and Recovery ("**ASR**"). The City's ASR program allows for the storage of treated surface water in the groundwater basin through direct injection through the ASR wells. This water can be extracted later from the same wells for use during emergency or drought conditions. This water "banking" allows the City to use groundwater without significant impact to the ground water table when surface water supplies are limited. The City also uses recycled water generated from its wastewater treatment facilities for irrigation purposes in commercial landscaping, public rights-of way, parks and golf courses. The use of recycled water reduces the demand for treated water for these purposes and leaving more for domestic use. However, no assurance can be given that a future drought affecting homes in Improvement Area No. 2 would not result in decreased values.

The City indicates it has adequate surface water and groundwater supplies to satisfy the planned development of property in Improvement Area No. 2 in accordance with applicable law and regulations. However, in the event that the City's water supply is severely limited or cut off by virtue of future actions beyond its control resulting from ongoing or future drought conditions, development within Improvement Area No. 2 may be delayed or even stopped. The Development Agreement provides that should the City need to restrict development it must do so City-wide and cannot single out the Creekview property in restricting development activity. Any reduction or interruption in the water supply would also likely cause a reduction in the land value and thus a reduction in the security in the event of a need to foreclose on land within Improvement Area No. 2 following a delinquency in the payment of Special Taxes.

Legal Requirements. Other events that may affect the value of a parcel include changes in the law or application of the law. Such changes may include, without limitation, local growth control initiatives, local utility connection moratoriums and local application of statewide tax and governmental spending limitation measures. Development in Improvement Area No. 2 may also be adversely affected by the application of laws protecting endangered or threatened species.

Hazardous Substances. Any discovery of a hazardous substance detected on property within Improvement Area No. 2 would affect the marketability and the value of some or all of the property in Improvement Area No. 2. In that event, the owners and operators of a parcel within Improvement Area No. 2 may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as

“CERCLA” or the “Superfund Act,” is the most well-known and widely applicable of these laws. California laws with regard to hazardous substances are also applicable to property within Improvement Area No. 2 and are as stringent as the federal laws. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition of property whether or not the owner (or operator) has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the parcels be contaminated by a hazardous substance is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The values set forth in the Appraisal do not take into account the possible reduction in marketability and value of any of the parcels within Improvement Area No. 2 by reason of the possible liability of the owner (or operator) for the remedy of a hazardous substance condition on a parcel. Although the City is not aware that the owner (or operator) of any of the property within Improvement Area No. 2 has a current liability for a hazardous substance with respect to any of the parcels, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the parcels within Improvement Area No. 2 resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel within Improvement Area No. 2 that is realizable upon a foreclosure sale.

Endangered and Threatened Species. It is illegal to harm or disturb any plants or animals in their habitat that have been listed as endangered species by the United States Fish & Wildlife Service under the Federal Endangered Species Act or by the California Fish & Game Commission under the California Endangered Species Act without a permit. Although the Master Developer believes that no federally listed endangered or threatened species would be affected by the proposed development within Improvement Area No. 2, other than any that are permitted by the entitlements already received (which allow for the impact of development and specify the mitigation required), the discovery of an endangered plant or animal could delay development of vacant property in Improvement Area No. 2 or reduce the value of undeveloped property.

Levy and Collection of Special Taxes

General. The principal source of payment of principal of and interest on the 2023 Bonds is the proceeds of the annual levy and collection of the Special Tax against property within Improvement Area No. 2.

Limitation on Maximum Special Tax Rate. The annual levy of the Special Tax is subject to the Maximum Annual Facilities Special Tax rate authorized in the 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 2023 Bonds.

In addition to the Maximum Annual Facilities 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 2023 Bonds.

No Relationship Between Property Value and Special Tax Levy. Because 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 2023 Bonds, and certainly not a direct relationship.

Factors that Could Lead to Special Tax Deficiencies. The following are some of the factors that might cause the levy of the Special Tax on any particular parcel of Taxable Property to vary from the Special Tax that might otherwise be expected:

Transfers to Governmental Entities. The number of parcels of Taxable Property could be reduced through the acquisition of Taxable Property by a governmental entity and failure of the government to pay the Special Tax based upon a claim of exemption or, in the case of the federal government or an agency thereof, immunity from taxation, thereby resulting in an increased tax burden on the remaining taxed parcels.

Property Tax Delinquencies. Failure of the owners of Taxable Property to pay property taxes (and, consequently, the Special Tax), or delays in the collection of or inability to collect the Special Tax by tax sale or foreclosure and sale of the delinquent parcels, could result in a deficiency in the collection of Special Tax revenues. See “– Tax Delinquencies” below. There is currently no history of tax levies in Improvement Area No. 2.

Delays Following Special Tax Delinquencies and Foreclosure Sales. The Fiscal Agent Agreement generally provides that the Special Tax is to be collected in the same manner as ordinary *ad valorem* property taxes are collected and, except as provided in the special covenant for foreclosure described in “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure” and in the Act, is subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ordinary *ad valorem* property taxes. Under these procedures, if taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the County.

If sales or foreclosures of property are necessary, there could be a delay in payments to owners of the 2023 Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the City of the proceeds of sale if the 2023 Reserve Account of the Reserve Fund is depleted. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure.”

The ability of the City to collect interest and penalties specified by State law and to foreclose against properties having delinquent Special Tax installments may be limited in certain respects with regard to properties in which the Federal Deposit Insurance Corporation (the “**FDIC**”) has or obtains an interest. The FDIC would obtain such an interest by taking over a financial institution that has made a loan that is secured by property within Improvement Area No. 2. See “– FDIC/Federal Government Interests in Properties” below.

Other laws generally affecting creditors' rights or relating to judicial foreclosure may affect the ability to enforce payment of Special Taxes or the timing of enforcement of Special Taxes. For example, the Soldiers and Sailors Civil Relief Act of 1940 affords protections such as a stay in enforcement of the foreclosure covenant, a six-month period after termination of military service to redeem property sold to enforce the collection of a tax or assessment and a limitation on the interest rate on the delinquent tax or assessment to persons in military service if the court concludes the ability to pay such taxes or assessments is materially affected by reason of such service.

FDIC/Federal Government Interests in Properties

General. The ability of the City to foreclose the lien of delinquent unpaid Special Tax installments may be limited with regard to properties in which the Federal Deposit Insurance Corporation (the "**FDIC**"), the Drug Enforcement Agency, the Internal Revenue Service, or other federal agency has or obtains an interest.

Federal courts have held that, based on the supremacy clause of the United States Constitution, in the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest.

The supremacy clause of the United States Constitution reads as follows: "This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the contrary notwithstanding."

This means that, unless Congress has otherwise provided, if a federal governmental entity owns a parcel that is subject to Special Taxes within Improvement Area No. 2 but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the City wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on parity with the Special Taxes and preserve the federal government's mortgage interest. In *Rust v. Johnson* (9th Circuit; 1979) 597 F.2d 174, the United States Court of Appeal, Ninth Circuit held that the Federal National Mortgage Association ("**FNMA**") is a federal instrumentality for purposes of this doctrine, and not a private entity, and that, as a result, an exercise of state power over a mortgage interest held by FNMA constitutes an exercise of state power over property of the United States.

Bankruptcy and Foreclosure Delays

The payment of the Special Tax and the ability of the City to foreclose the lien of a delinquent unpaid tax, as discussed in "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure," may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State of California relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the delivery of the 2023 Bonds (including Bond Counsel's approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency,

reorganization, moratorium and other similar laws affecting creditors' rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the Special Taxes to become extinguished, bankruptcy of a property owner could result in a delay in prosecuting superior court foreclosure proceedings and could result in the possibility of delinquent Special Tax installments not being paid in full. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the 2023 Bonds. To the extent that property in Improvement Area No. 2 continues to be owned by a limited number of property owners, the chances are increased that the 2023 Reserve Account of the Reserve Fund established for the 2023 Bonds could be fully depleted during any such delay in obtaining payment of delinquent Special Taxes. As a result, sufficient moneys would not be available in the 2023 Reserve Account of the Reserve Fund for transfer to the Bond Fund to make up shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the 2023 Bonds on a timely basis.

To the extent that bankruptcy or similar proceedings were to involve a large property owner, the chances would increase the likelihood that the 2023 Reserve Account of the Reserve Fund could be fully depleted during any resulting delay in receiving payment of delinquent Special Taxes. As a result, sufficient monies would not be available in the 2023 Reserve Account of the Reserve Fund for transfer to the Bond Fund to make up any shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the 2023 Bonds on a timely basis.

On July 30, 1992, the United States Court of Appeals for the Ninth Circuit issued its opinion in a bankruptcy case entitled *In re Glasply Marine Industries*. In that case, the court held that *ad valorem* property taxes levied by Snohomish County in the State of Washington after the date that the property owner filed a petition for bankruptcy were not entitled to priority over a secured creditor with a prior lien on that property. The court upheld the priority of unpaid *ad valorem* taxes imposed before the bankruptcy petition (the "pre-petition taxes"), but unpaid taxes imposed after the filing of the bankruptcy petition ("post-petition taxes") were declared to be unsecured "administrative expenses" of the bankruptcy estate, and were therefore held to be payable from the bankruptcy estate only after payment of all secured creditors. As a result, the secured creditor of the property was able to foreclose on the property and retain all of the proceeds of the sale except for the amount of the pre-petition taxes.

According to the court's ruling, as administrative expenses, post-petition taxes would have to be paid, but only if the debtor had sufficient assets not subject to other perfected security interests to do so. In certain circumstances, payment of such administrative expenses may also be allowed to be deferred. Once the property is transferred out of the bankruptcy estate (through foreclosure or otherwise) it would at that time again become subject to and would secure liens for then current and future *ad valorem* taxes.

Glasply was controlling precedent on bankruptcy courts in the State of California for several years subsequent to the date of the Ninth Circuit's holding. Pursuant to state law, the lien date for general *ad valorem* property taxes levied in the State of California is the January 1 preceding the fiscal year for which the taxes are levied. Under the *Glasply* holding, a bankruptcy petition filing would have prevented the lien for general *ad valorem* property taxes levied in fiscal years subsequent to the filing of a bankruptcy petition from attaching and becoming a lien so long as the property was a part of the estate in bankruptcy. However, the *Glasply* holding was for the most part subsequently rendered inoperative with respect to the imposition of a lien for and the collection of *ad valorem* taxes by amendments to the federal Bankruptcy Code (Title 11 U.S.C.) which were part of the Bankruptcy Reform Act of 1994 (the "Bankruptcy Reform Act") passed by Congress during the

later part of 1994. The Bankruptcy Reform Act added a provision to the automatic stay section of the Bankruptcy Code which, pursuant to Section 362(b)(18) thereof, excepts from the Bankruptcy Code's automatic stay provisions, "the creation of a statutory lien for an *ad valorem* property tax imposed by . . . a political subdivision of a state, if such tax comes due after the filing of the petition" by a debtor in bankruptcy court. The effect of this provision is to continue the secured interest of *ad valorem* taxes on real property (i.e., post-petition taxes) in effect during the period following the filing of a bankruptcy petition, including during the period bankruptcy proceedings are pending.

Without further clarification by the courts or Congress, the original rationale of the *Glasply* holding could, however, still result in the treatment of post-petition special taxes as "administrative expenses," rather than as tax liens secured by real property, at least during the pendency of bankruptcy proceedings. This treatment might result from the fact that, although the lien of special taxes is of record from the date of the filing of a Notice of Special Tax Lien, the actual special tax is levied annually. As noted above, special taxes have a different lien date than the lien date for general *ad valorem* taxes in the State of California noted above. The lien of a Mello-Roos special tax attaches upon recordation of the notice of the special tax lien, as provided for in Section 53328.3 of the Act, as opposed to the annual January 1 lien date for general *ad valorem* taxes. Thus, in deciding whether the original *Glasply* ruling is applicable to a bankruptcy proceeding involving special taxes rather than general *ad valorem* property taxes, a court might consider the differences in the statutory provisions for creation of the applicable tax lien (general *ad valorem* or special tax) in determining whether there is a basis for post petition special taxes to be entitled to a lien on the property during pending bankruptcy proceedings. If a court were to apply *Glasply* to eliminate the priority of the special tax lien as a secured claim against property with respect to post-petition levies of the Special Taxes made against property owners within Improvement Area No. 2 who file for bankruptcy, collections of the Special Taxes from such property owners could be reduced as the result of being treated as "administrative expenses" of the bankruptcy estate. Also, and most importantly, is the fact that the original holding in *Glasply* and the mitigation of that holding by the Bankruptcy Reform Act of 1994 both appear to be applicable only to general *ad valorem* taxes, and, therefore, the exemption from the automatic stay in Section 362(b)(18) discussed above may not be applicable to special taxes since they were not expressly mentioned or provided for in this section, nor defined to be included within the term "*ad valorem* taxes."

Parity Taxes and Special Assessments; Private Debt

The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within Improvement Area No. 2.

Property in Improvement Area No. 2 is currently subject to certain overlapping tax and assessment liens, as shown in the overlapping debt statement. Property in Improvement Area No. 2 is also subject to the special tax of two additional community facilities districts formed to fund services and known as the Creekview Community Facilities District No. 2 (Public Services) and the City's Community Facilities District No. 3 (Municipal Services). The property is not subject to any other special tax or assessment liens (other than the lien of the Special Tax). See "VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 2 – Estimated Tax Burden on Single Family Home."

In addition, other governmental obligations may be authorized and undertaken or issued in the future, the tax, assessment or charge for which may become an obligation of one or more of the parcels of taxable property and may be secured by a lien on a parity with the lien of the Special Tax

securing the 2023 Bonds. The principal of and interest on the 2023 Bonds are payable from the Special Tax authorized to be collected within Improvement Area No. 2, and payment of the Special Tax is secured by a lien on certain real property within Improvement Area No. 2. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in Improvement Area No. 2. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure if unpaid. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within Improvement Area No. 2. Although the Special Taxes will generally have priority over non-governmental liens on a parcel of taxable property, regardless of whether the non-governmental liens were in existence at the time of the levy of the Special Tax or not, this result may not apply in the case of bankruptcy. See “– Bankruptcy and Foreclosure Delays” above.

There can be no assurance that property owners within Improvement Area No. 2 will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities. This includes PACE assessments which homeowners can request be placed on their home for financing energy improvements. In addition to liens for special taxes or assessments to finance public improvements of benefit to land within Improvement Area No. 2, owners of property may obtain loans from banks or other private sources which loans may be secured by a lien on the parcels in Improvement Area No. 2. Such loans would increase amounts owed by the owner of such parcel with respect to development of its property in Improvement Area No. 2. However, the lien of such private loans would be subordinate to the lien of the Special Taxes.

Tax Delinquencies

Under provisions of the Act, the Special Taxes will be billed to the properties within Improvement Area No. 2 on the regular property tax bills sent to owners of such properties. Such Special Tax installments are due and payable, and bear the same penalties and interest for nonpayment, as do regular property tax installments. Special Tax installment payments cannot be made separately from property tax payments. Therefore, the unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Special Tax payments in the future.

The annual Special Tax will be billed and collected in two installments payable without penalty by December 10 and April 10. In the event such Special Taxes are not timely paid, moneys available to pay debt service on the 2023 Bonds becoming due on the subsequent respective March 1 and September 1 may be insufficient, except to the extent moneys are available in the 2023 Reserve Account of the Reserve Fund.

In the event of non-payment of Special Taxes, funds in the 2023 Reserve Account of the Reserve Fund, if available, may be used to pay principal of and interest on the 2023 Bonds. If funds in the 2023 Reserve Account of the Reserve Fund for the 2023 Bonds are depleted, the funds can be replenished from the proceeds of the levy and collection of the Special Tax that are in excess of the amount required to pay all amounts to be paid to the 2023 Bond holders pursuant to the Fiscal Agent Agreement. However, no replenishment from the proceeds of a Special Tax levy can occur as long as the proceeds that are collected from the levy of the Special Tax against property within

Improvement Area No. 2 at the maximum Special Tax rates, together with other available funds, remains insufficient to pay all such amounts. Thus it is possible that the 2023 Reserve Account of the Reserve Fund will be depleted and not be replenished by the levy of the Special Tax.

See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure” for a discussion of the provisions which apply, and procedures which the City is obligated to follow, in the event of delinquency in the payment of Special Taxes. See also “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology” for a discussion of a limitation imposed by the Act applicable to Special Tax increases on residential property.

No Acceleration Provisions

The 2023 Bonds do not contain a provision allowing for the acceleration of the 2023 Bonds in the event of a payment default or other default under the terms of the 2023 Bonds or the Fiscal Agent Agreement. Under the Fiscal Agent Agreement, a 2023 Bond holder is given the right for the equal benefit and protection of all 2023 Bond holders similarly situated to pursue certain remedies. So long as the 2023 Bonds are in book-entry form, DTC will be the sole 2023 Bond holder and will be entitled to exercise all rights and remedies of 2023 Bond holders.

Ballot Initiatives

From time to time, initiative measures qualify for the State ballot pursuant to the State's constitutional initiative process, and those measures could be adopted by California voters. The adoption of any such initiative might place limitations on the ability of the State, the City, the County or other local districts to increase revenues or to increase appropriations or on the ability of the landowners to complete the development of Improvement Area No. 2. See “–Property Values and Property Development – Land Development” above. See also “–Voter Initiatives” below.

Voter Initiatives

Under the California Constitution, the power of initiative is reserved to the voters for the purpose of enacting statutes and constitutional amendments. Since 1978, the voters have exercised this power through the adoption of Proposition 13 and similar measures, including Proposition 218, which was approved in the general election held on November 5, 1996, and Proposition 26, which was approved on November 2, 2010.

Any such initiative may affect the collection of fees, taxes and other types of revenue by local agencies such as the City. Subject to overriding federal constitutional principles, such collection may be materially and adversely affected by voter-approved initiatives, possibly to the extent of creating cash-flow problems in the payment of outstanding obligations such as the 2023 Bonds.

Proposition 218—Voter Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment, added Articles XIII C and XIII D 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 XIII C 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 XIII C requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes require a majority vote and taxes for specific purposes (“special taxes”) require a two-thirds vote.

The levy of the Special Taxes and the issuance of special tax bonds of the City for Improvement Area No. 2 were each authorized by not less than a two-thirds vote of the landowners within Improvement Area No. 2 who constituted the qualified electors at the time of such voted authorization. The District believes, therefore, that issuance of the 2023 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 Improvement Area No. 2 can be determined. Certain provisions of Proposition 218 and Proposition 26 may be examined by the courts for their constitutionality under both State and federal constitutional law, the outcome of which cannot be predicted.

Case Law Related to the Mello-Roos Act

On August 1, 2014, the California Court of Appeal, Fourth Appellate District, issued its opinion in *City of San Diego v. Melvin Shapiro, et al.* (D063997). The case involved a Convention Center Facilities District (the “CCFD”) established by the City of San Diego. The CCFD is a financing district established under the City’s charter (the “Charter”) and was intended to function much like a community facilities district established under the Mello-Roos Act. The CCFD was comprised of all of the real property in the entire City. However, the CCFD special tax was to be levied only on properties in the CCFD that were improved with a hotel.

At the election to authorize the CCFD special tax, the CCFD proceedings limited the electorate to owners of hotel properties and lessees of real property owned by a governmental entity on which a hotel was located. Registered voters in the City of San Diego were not permitted to vote. This definition of the qualified electors of the CCFD was based on Section 53326(c) of the Mello-Roos Act, which generally provides that, if a special tax will not be apportioned in any tax year on residential property, the legislative body may provide that the vote shall be by the landowners of the proposed community facilities district whose property would be subject to the special tax.

The *San Diego* Court held that the CCFD special tax election did not comply with the City’s Charter and with applicable provisions of the California Constitution -- specifically Article XIII A, section 4 (“Cities, Counties and special districts, by a two-thirds vote of the qualified electors of such district, may impose special taxes on such district....”) and Article XIII C, section 2(d) (“No local government may impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote.”) -- because the electors in the CCFD election should have been the registered voters residing within the CCFD (the boundaries of which were coterminous with the boundaries of the City of San Diego).

As to the District (including Improvement Area No. 2), there were no registered voters within the District (including Improvement Area No. 2) at the time of the election to authorize the Special Taxes. Significantly, the *San Diego* Court expressly stated that it was not addressing the validity of a landowner election to impose special taxes on residential property pursuant to the Mello-Roos Act in situations where there are fewer than 12 registered voters. Therefore, by its terms, the *San Diego* Court’s holding does not apply to the special tax election held for Improvement Area No. 2.

Moreover, Sections 53341 and 53359 of the Act establish a limited period of time in which special taxes levied under the Mello-Roos Act may be challenged by a third party:

53341. Any action or proceeding to attack, review, set aside, void, or annul the levy of a special tax or an increase in a special tax pursuant to [the Mello-Roos Act] shall be commenced within 30 days after the special tax is approved by the voters....

53359. An action to determine the validity of bonds issued pursuant to [the Mello-Roos Act] or the validity of any special taxes levied pursuant to [the Mello-Roos Act] ... shall be commenced within 30 days after the voters approve the issuance of the bonds or the special tax ...

Section 53326(b) of the Mello-Roos Act defines the authorized voters for an election in which the special taxes will be levied on residential property: "Except as otherwise provided in subdivision (c), if at least 12 persons, who need not necessarily be the same 12 persons, have been registered to vote within the territory of the proposed community facilities district for each of the 90 days preceding the close of the protest hearing, the vote shall be by the registered voters of the proposed district, with each voter having one vote. Otherwise, the vote shall be by the landowners of the proposed district and each person who is the owner of land at the close of the protest hearing, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that he or she owns within the proposed community facilities district not exempt from the special tax...."

Landowner voters approved the Special Taxes and the issuance of bonds for Improvement Area No. 2 in compliance with all applicable requirements of the Mello-Roos Act in 2018. Therefore, pursuant to Sections 53341 and 53359 of the Mello-Roos Act, the statute of limitations period to challenge the validity of the special tax has expired. Because the *San Diego* Court expressly stated that it did not consider the facts presented by Improvement Area No. 2 and because the period for challenging the Special Taxes has passed, the City believes the Special Taxes are valid and cannot be challenged.

Exempt Properties

Certain properties are exempt from the Special Tax in accordance with the 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.

In addition, although the Act provides that if property subject to the Special Tax is acquired by a public entity through eminent domain proceedings, the obligation to pay the Special Tax with respect to that property is to be treated as if it were a special assessment, the constitutionality and operation of these provisions of the Act have not been tested, meaning that such property could become exempt from the Special Tax. The Act further provides that no other properties or entities are exempt from the Special Tax unless the properties or entities are expressly exempted in a resolution of consideration to levy a new special tax or to alter the rate or method of apportionment of an existing special tax.

Changes in Tax Law

H.R. 1 of the 115th U.S. Congress, known as the “Tax Cuts and Jobs Act,” was enacted into law on December 22, 2017 (the “**Tax Act**”). The Tax Act makes significant changes to many aspects of the Code that could have an impact on future property development. The Tax Act reduces the amount of mortgage interest expense and state local income tax and property tax expense that individuals may deduct from their gross income for federal income tax purposes, which could increase the cost of home ownership within Improvement Area No. 2 and could adversely affect the sale of homes by merchant builders that purchase lots from the Master Developer. However, neither the City nor the Master Developer can predict the effect that the Tax Act may have on the cost of home ownership or the price of homes in Improvement Area No. 2, the rate at which homes in Improvement Area No. 2 are sold to individual homeowners, or the ability or willingness of homeowners to pay special taxes or property taxes on Taxable Property within Improvement Area No. 2. The appraised values do not take into account any of the potential impacts of the Tax Act on home values or home sales in Improvement Area No. 2.

Pandemic Diseases

In recent years, public health authorities have warned of threats posed by outbreaks of disease and other public health threats. 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 administration of the 2023 Bonds. The City is also reliant on other entities and service providers in connection with the administration of the 2023 Bonds, including without limitation the County tax collector for the levy and collection of Special Taxes, the Fiscal Agent, and the dissemination agent. No assurance can be given that the City and these other entities will not be affected by cyber threats and attacks in a manner that may affect the Bond owners.

Potential Early Redemption of Bonds from Prepayments

Property owners within Improvement Area No. 2, including the Master Developer, the merchant builders and individual homeowners, are permitted to prepay their Special Tax obligation

at any time. Such prepayments could also be made from the proceeds of bonds issued by or on behalf of an overlapping special assessment district or community facilities district. Such prepayments will result in a redemption of the Bonds on the interest payment date for which timely notice may be given under the Fiscal Agent Agreement following the receipt of the prepayment. The resulting redemption of Bonds that were purchased at a price greater than par could reduce the otherwise expected yield on such Bonds.

CONSTITUTIONAL LIMITATIONS ON TAXATION AND APPROPRIATIONS

Article XIII A of the California Constitution, commonly known as “**Proposition 13**,” provides that each county will levy the maximum *ad valorem* property tax permitted by Proposition 13 and will distribute the proceeds to local agencies in accordance with an allocation formula based in part on pre-Proposition 13 *ad valorem* property tax rates levied by local agencies.

Article XIII A limits the maximum *ad valorem* tax on real property to 1% of “full cash value,” which is defined as the County Assessor’s valuation of real property as shown on the 1975-76 tax bill under full cash value, or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment. The full cash value may be adjusted annually to reflect increases of no more than 2% per year or decreases in the consumer price index or comparable local data, or declining property value caused by damage, destruction or other factors.

Article XIII A exempts from the 1% tax limitation any taxes to repay indebtedness approved by the voters prior to July 1, 1978, and requires a vote of two-thirds of the qualified electorate to impose Special Taxes or any additional *ad valorem*, sales, or transaction taxes on real property. In addition, Article XIII A requires the approval of two-thirds of all members of the State Legislature to change any State laws resulting in increased tax revenues. On June 3, 1986, California voters approved an amendment to Article XIII A of the California Constitution to allow local governments and school districts to raise their property tax rates above the constitutionally mandated 1% ceiling for the purpose of paying off certain new general obligation debt issued for the acquisition or improvement of real property and approved by two-thirds of the votes cast by the qualified electorate. If any such voter-approved debt is issued, it may be on a parity with the lien of the Special Tax on the parcels within Improvement Area No. 2.

State and local government agencies in the State, and the State itself are subject to annual appropriation limits, imposed by Article XIII B of the State Constitution. Article XIII B prohibits government agencies and the State from spending “appropriations subject to limitation” in excess of the appropriations limits imposed. “Appropriations subject to limitation” are authorizations to spend “proceeds of taxes,” which consist of tax revenues, certain state subventions and certain other funds, including proceeds from regulatory licenses, user charges or other fees to the extent that such proceeds exceed the cost reasonably borne by such entity in providing the regulation, product or service. No limit is imposed on appropriations of funds which are not “proceeds of taxes” such as debt service on indebtedness existing or authorized before January 1, 1979, or subsequently authorized by the voters, appropriations required to comply with mandates of courts or the federal government, reasonable user charges or fees and certain other non-tax funds.

CONTINUING DISCLOSURE

The City

The City has covenanted for the benefit of owners of the 2023 Bonds to provide certain financial information and operating data relating to Improvement Area No. 2 by not later than nine months after the end of the City's fiscal year (presently June 30) in each year (the "**City Annual Report**") commencing with its report for the 2022-23 fiscal year (due April 1, 2024) and to provide notices of the occurrence of certain enumerated events.

The City Annual Report and notices of listed 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 E – FORM OF CONTINUING DISCLOSURE UNDERTAKINGS."

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.

The Master Developer

Although not an obligated party under the Rule, the Master Developer has voluntarily covenanted for the benefit of owners of the 2023 Bonds to provide certain information and operating data relating to the property it or its affiliates owns in Improvement Area No. 2 by not later than May 1st and November 1st of each year, beginning with the report due November 1, 2023 (the "Developer Periodic Reports") and to provide notices of the occurrence of certain enumerated events. The obligation of the Master Developer to provide such information is in effect until such time as (A) 90% of the backbone infrastructure improvements for Improvement Area No. 2 only shown in the first line in Table 5 of the Official Statement have been completed and (B) the Master Developer and its affiliates own property in Improvement Area No. 2 collectively responsible for 20% or more of the Special Taxes. The Master Developer's undertaking includes a provision that if a portion of the Master Developer's property in Improvement Area No. 2 that is collectively responsible for 20% or more of the Special Taxes is sold, the reporting obligation may be assumed by the new owner and the Master Developer's obligations with respect to such property will be terminated, or if not so assumed, the Master Developer is to report such required information on behalf of such property until terminated.

The Master Developer has had only one continuing disclosure obligation, and that was associated with the bonds issued in Improvement Area No. 1 of the District. The Master Developer terminated that obligation in December 2021, but was in compliance at all times prior to termination.

The Merchant Builders

General. Although not obligated parties under the Rule, the Master Developer and each of the Merchant Builders has voluntarily covenanted for the benefit of owners of the 2023 Bonds to provide certain information and operating data relating to the property it or its affiliates owns in Improvement Area No. 2 by not later than May 1st and November 1st of each year, beginning with the report due November 1, 2023 (the “**Merchant Builder Periodic Reports**”) and to provide notices of the occurrence of certain enumerated events. The obligation of the Master Developer and the Merchant Builders to provide such information is in effect until such time as the Master Developer (and its affiliates) or a Merchant Builder (and its affiliates), as applicable, no longer own or is under option to acquire property in Improvement Area No. 2 collectively responsible for 20% or more of the Special Taxes.

D.R. Horton Continuing Disclosure Compliance. D.R. Horton's Sacramento Division is the division which will be responsible for complying with its obligations under its Developer Continuing Disclosure Certificate. D.R. Horton has advised the City that, based on a review of prior continuing disclosure obligations in Northern California, encompassing D.R. Horton's Sacramento and Bay Area Divisions, D.R. Horton has not failed to comply in any material respect with any previous undertaking by it to provide periodic continuing disclosure reports or notice of listed events with respect to community facilities district or assessment district financings in Northern California within the past five years.

Lennar Homes Continuing Disclosure Compliance. Lennar Homes has advised the City that, other than as disclosed in this paragraph, to the actual knowledge of Lennar Homes, Lennar Homes has not failed in any material respect to comply with any previous undertaking by it to provide periodic continuing disclosure reports or notices of material events with respect to community facilities districts or assessment districts in California within the past five years. However, (i) in connection with the \$16,780,000 California Municipal Finance Authority Special Tax Revenue Bonds BOLD Program Series 2020B, Lennar Homes inadvertently failed to file the initial Semi-Annual Report by the due date of May 1, 2021, but filed a curative report on May 21, 2021; and (ii) in connection with the \$5,795,000 City of Rancho Cordova Grantline 208 Community Facilities District No. 2018-1 Special Tax Bonds, Series 2021B, Lennar Homes inadvertently failed to file the initial annual report by the due date of April 1, 2022, but filed a curative report on September 21, 2022..

Meritage Prior Continuing Disclosure Compliance. Meritage's Northern California Division is the division that will be responsible for complying with its obligations under its Developer Continuing Disclosure Certificate. Meritage has advised the City that, except as described in the following paragraph, based on a review of prior continuing disclosure obligations in Northern California, Meritage has not failed to comply in any material respect with any previous undertaking by it to provide periodic continuing disclosure reports or notice of listed events with respect to community facilities district or assessment district financings in Northern California within the past five years. However, in connection with a continuing disclosure obligation entered into with respect to the \$14,735,000 Improvement Area No. 2 of the City of Dixon Community Facilities District No. 2019-1 (Homestead) Special Tax Bonds, Series 2020, Meritage was late in filing its first periodic report due June 15, 2021. The oversight was discovered in August 2021, and Meritage promptly filed a curative report on August 23, 2021 or approximately two months after the due date.

Identification of the above-described event does not constitute a representation by Meritage that such event was material.

Woodside Continuing Disclosure Compliance. Woodside's Northern California Division is the division which will be responsible for complying with its obligations under its Developer Continuing Disclosure Certificate. D.R. Horton has advised the City that, based on a review of prior continuing disclosure obligations in Northern California, Woodside has not failed to comply in any material respect with any previous undertaking by it to provide periodic continuing disclosure reports or notice of listed events with respect to community facilities district or assessment district financings in Northern California within the past five years.

UNDERWRITING

The 2023 Bonds were purchased through negotiation by Piper Sandler & Co., as underwriter (the "**Underwriter**"). The Underwriter agreed to purchase the 2023 Bonds at a price of \$_____ (which is equal to the par amount of the 2023 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 2023 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 2023 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 2023 Bonds.

LEGAL OPINION

The validity of the 2023 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 D to this Official Statement, and the final opinion will be made available to registered owners of the 2023 Bonds at the time of delivery. The fees of Bond Counsel are contingent upon the sale and delivery of the 2023 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 2023 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 2023 Bonds may be subject to the corporate alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the "**Tax Code**")

relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the 2023 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 2023 Bonds.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public at which a 2023 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 2023 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 2023 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 2023 Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such 2023 Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the 2023 Bonds who purchase the 2023 Bonds after the initial offering of a substantial amount of such maturity. Owners of such 2023 Bonds should consult their own tax advisors with respect to the tax consequences of ownership of 2023 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 2023 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 2023 Bond (said term being the shorter of the 2023 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 2023 Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a 2023 Bond is amortized each year over the term to maturity of the 2023 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 2023 Bond premium is not deductible for federal income tax purposes. Owners of premium 2023 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 2023 Bonds.

California Tax Status. In the further opinion of Bond Counsel, interest on the 2023 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 2023 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 2023 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 2023 Bonds, or as to the consequences of owning or receiving interest on the 2023 Bonds, as of any future date. Prospective purchasers of the 2023 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 2023 Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the 2023 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 2023 Bonds, the ownership, sale or disposition of the 2023 Bonds, or the amount, accrual or receipt of interest on the 2023 Bonds.

NO RATINGS

The City has not applied to a rating agency for the assignment of a rating to the 2023 Bonds and does not contemplate applying for a rating.

NO LITIGATION

At the time of delivery of and payment for the 2023 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 2023 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 2023 Bonds, or in any way contesting or affecting the validity or enforceability of the 2023 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 2023 Bonds or any action of the City contemplated by any of said documents.

EXECUTION

The execution and delivery of this Official Statement by the City has been duly authorized by the City Council of the City, as the legislative body of the District.

CITY OF ROSEVILLE

By: _____
Assistant City Manager/
Chief Financial Officer

APPENDIX A

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

APPENDIX B
THE APPRAISAL

APPENDIX C

THE CITY OF ROSEVILLE AND PLACER COUNTY

The District is located in the City of Roseville (the “City”), which is located in southwestern Placer County (the “County”), California (the “State”). Certain financial and economic data for the City, County and State are presented in this appendix for information purposes only. The 2023 Bonds are not a debt or obligation of the City, County or State, but are a limited obligation of the City, secured solely by the Special Tax Revenues and other amounts pledged under the Fiscal Agent Agreement, all as described in more detail in this Official Statement.

General

The City is located in 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 2023 was approximately 152,928.

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 SunSplash.

Municipal Government

The City was incorporated on April 10, 1909 and is a charter city. The City operates under the council-manager form of government, with a five-member City Council elected 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 2019 through 2023, as of January 1

<u>Year</u>	<u>City of Roseville</u>	<u>Placer County</u>	<u>State of California</u>
2019	141,097	395,345	39,605,361
2020	143,493	399,015	39,648,938
2021	148,736	406,688	39,286,510
2022	151,450	409,441	39,078,674
2023	152,928	410,305	38,940,231

Source: California State Department of Finance.

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Effective Buying Income

Effective buying income (“**EBI**”) is designated as personal income less personal tax and non-tax payments. Personal income is the aggregate of wages and salaries, other labor income (such as employer contributions to private pension funds), proprietor’s income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, personal interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), non-tax payments (such as fines, fees, penalties), and personal contributions for social insurance. Effective buying income is a bulk measure of market potential. It indicates the general ability to buy and is essential in comparing, selecting and grouping markets on that basis. The following table demonstrates the growth in annual estimated EBI for the City, the County, the State and the United States.

EFFECTIVE BUYING INCOME (EBI) City, County, State and United States As of January 1, 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 3.8 percent in April 2023, down from a revised 4.4 percent in March 2023, and above the year-ago estimate of 3.4 percent. This compares with an unadjusted unemployment rate of 4.3 percent for California and 3.1 percent for the nation during the same period. The unemployment rate was 3.6 percent in El Dorado County, 3.3 percent in Placer County, 3.9 percent in Sacramento County, and 4.3 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 2018 through 2022.

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>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
<u>Civilian Labor Force</u> ⁽¹⁾	1,088,500	1,101,200	1,095,600	1,107,800	1,124,500
Employment	1,047,200	1,061,100	998,400	1,036,700	1,082,500
Unemployment	41,200	40,100	97,200	71,100	42,000
Unemployment Rate	3.8%	3.6%	8.9%	6.4%	3.7%
<u>Wage and Salary Employment</u> ⁽²⁾					
Agriculture	9,100	8,700	8,300	9,000	8,600
Mining and Logging	400	500	500	500	500
Construction	64,500	69,400	70,200	74,900	76,800
Manufacturing	36,000	36,800	36,100	37,700	40,300
Wholesale Trade	28,400	28,600	26,600	26,900	28,300
Retail Trade	102,000	100,500	95,100	101,600	100,800
Transportation, Warehousing and Utilities	29,500	32,200	34,300	37,500	40,500
Information	12,400	11,900	10,200	10,100	10,500
Finance and Insurance	36,700	35,200	34,800	34,100	33,200
Real Estate and Rental and Leasing	16,800	17,300	16,900	17,700	19,100
Professional and Business Services	136,000	137,300	133,500	140,600	147,500
Educational and Health Services	159,800	166,600	164,000	168,800	175,400
Leisure and Hospitality	106,200	109,600	83,900	93,600	108,700
Other Services	34,200	35,400	31,000	33,300	36,100
Federal Government	14,100	14,200	14,800	14,500	14,300
State Government	120,400	121,900	121,700	127,300	128,700
Local Government	103,500	105,300	98,900	98,400	102,900
Total, All Industries ⁽³⁾	1,009,900	1,031,300	980,700	1,025,400	1,072,300

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(3) Totals may not add due to rounding.

Source: State of California Employment Development Department

Major Employers

The following table lists the major employers within the County, in alphabetical order.

MAJOR EMPLOYERS Placer County (In Alphabetical Order) May 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 2nd 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, 2022.

PRINCIPAL EMPLOYERS City of Roseville As of June 30, 2022

<u>Employer</u>	<u>Number of Employees</u>
The Kaiser Permanente Medical Group & Foundation Group	5,900
PRIDE Industries	5,342
Sutter Roseville Medical Group	3,361
Adventist Health	1,500
City of Roseville	1,277
Union Pacific Railroad Company	1,150
Roseville City School District	1,133
Roseville Joint Union High School	1,005
Penumbra	600
Consolidated Communications	507
Total – Top Ten	<u>21,865</u>
Total City-Wide Employment	92,281

Source: City of Roseville Comprehensive Annual Financial Report for Fiscal Year 2021-22.

Construction Permits

The following table shows valuations of residential and non-residential building permits issued for calendar years 2018 through 2022. Annual figures are not yet available for 2023.

BUILDING PERMIT VALUATION City of Roseville (Valuation in Thousands of Dollars)

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Permit Valuation					
New Single-family	\$220,813.8	\$265,615.3	\$322,748.5	\$467,676.3	\$420,490.6
New Multi-family	0.0	6,855.8	46,469.0	0.0	1,552.1
Res. Alterations/Additions	<u>8,598.7</u>	<u>16,133.8</u>	<u>5,126.3</u>	<u>39,648.3</u>	<u>5,529.1</u>
Total Residential	\$229,412.5	\$288,604.9	\$374,343.8	\$507,324.6	\$427,571.8
New Commercial	\$21,072.5	\$24,136.7	\$23,230.8	\$16,627.7	\$40,882.5
New Industrial	0.0	0.0	0.0	0.0	0.0
New Other	11,541.4	9,358.1	12,610.6	12,351.9	7,312.1
Com. Alterations/Additions	<u>38,098.5</u>	<u>46,155.6</u>	<u>24,553.9</u>	<u>29,192.0</u>	<u>42,938.9</u>
Total Nonresidential	\$70,712.4	\$79,650.40	\$60,395.3	\$58,171.6	\$91,133.5
New Dwelling Units					
Single-Family	806	1,001	1,226	1,860	1,618
Multiple Family	<u>0</u>	<u>65</u>	<u>372</u>	<u>0</u>	<u>18</u>
Total New Dwelling Units	806	1,066	1,598	1860	1,636

Source: Construction Industry Research Board, Building Permit Summary.

The County's 2022-23 assessment roll totaled \$97,541,982,154 as compared to the prior year's assessment roll of \$89,326,713,518, which reflected a 9.20% 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 2018 through 2022. Annual figures are not yet available for 2023.

**BUILDING PERMIT VALUATION
County of Placer
(Valuation in Thousands of Dollars)**

	2018	2019	2020	2021	2022
<u>Permit Valuation</u>					
New Single-family	\$696,737.4	\$693,647.7	\$827,822.1	\$1,323,114.6	\$1,193,148.4
New Multi-family	23,384.7	7,896.7	72,442.8	11,183.1	40,312.6
Res. Alterations/Additions	<u>99,341.6</u>	<u>86,964.2</u>	<u>52,440.8</u>	<u>107,613.1</u>	<u>82,331.3</u>
Total Residential	\$819,463.7	\$788,508.6	\$952,705.7	\$1,441,910.8	\$1,315,792.3
 New Commercial	 \$90,424.4	 \$73,609.7	 \$58,855.0	 \$52,238.1	 \$105,124.2
New Industrial	7,956.4	268.7	25.0	1,155.5	0.0
New Other	68,208.3	110,951.1	76,576.0	73,032.7	116,224.1
Com. Alterations/Additions	<u>84,271.0</u>	<u>78,159.7</u>	<u>49,149.7</u>	<u>58,371.2</u>	<u>80,371.0</u>
Total Nonresidential	\$250,860.1	\$262,989.2	\$184,605.7	\$184,797.5	\$301,719.3
 <u>New Dwelling Units</u>					
Single-Family	1,963	2,080	2,552	4,176	3,701
Multiple Family	<u>19</u>	<u>71</u>	<u>540</u>	<u>66</u>	<u>351</u>
Total New Dwelling Units	1,982	2,151	3,092	4,242	4,052

Source: Construction Industry Research Board, Building Permit Summary.

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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 calendar year 2022 in the City were reported to be \$5,934,936,479, a 5.63% increase from the total taxable sales of \$5,618,718,251 reported during the calendar year 2021.

CITY OF ROSEVILLE
Taxable Transactions
Calendar Years 2018 through 2022
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
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	4,800,774	5,602	5,618,718
2022	3,676	5,039,926	5,847	5,934,936

Source: State Department of Tax and Fee Administration

The total taxable sales during calendar year 2022 in the County were reported to be \$13,351,486,567, an 5.69% increase over the total taxable sales of \$12,632,960,416 reported during calendar year 2021.

PLACER COUNTY
Taxable Transactions
Calendar Years 2018 through 2022
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
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	12,632,960
2022	8,201	10,051,067	14,163	13,351,487

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.

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[Closing Date]

OPINION: \$_____ City of Roseville Creekview Community Facilities District No. 1
(Public Facilities) Improvement Area No. 2 Special Tax Bonds Series 2023

Members of the City Council:

We have acted as bond counsel to the City of Roseville (the “City”) in connection with the issuance by the City of the \$_____ City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds Series 2023 (the “Bonds”), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, constituting Section 53311, et seq. of the California Government Code (the “Act”) and a Fiscal Agent Agreement dated as of July 1, 2023 (the “Fiscal Agent Agreement”), by and between the City, on behalf of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities), and U.S. Bank Trust Company, National Association, as fiscal agent. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the City contained in the Fiscal Agent Agreement, and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The City is duly created and validly existing as a public body, corporate and politic, with the power to adopt the resolution authorizing the issuance of the Bonds, enter into the Fiscal Agent Agreement and perform the agreements on its part contained therein, and to issue the Bonds.
2. The Bonds have been duly authorized, executed and delivered by the City and are valid and binding limited obligations of the City, payable solely from the sources provided therefor in the Fiscal Agent Agreement.
3. The Fiscal Agent Agreement has been duly entered into by the City and constitutes a valid and binding obligation of the City enforceable upon the City.

4. Pursuant to the Act, the Fiscal Agent Agreement creates a valid lien on the funds pledged by the Fiscal Agent Agreement.

5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Bonds may be subject to the corporate alternative minimum tax. The opinions set forth in the preceding sentence are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended, relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

A Professional Law Corporation

APPENDIX E

FORMS OF CONTINUING DISCLOSURE UNDERTAKINGS

CONTINUING DISCLOSURE CERTIFICATE (City)

This CONTINUING DISCLOSURE CERTIFICATE (this “Disclosure Certificate”) dated as of July 1, 2023, is executed and delivered by the CITY OF ROSEVILLE (the “City”) in connection with the execution and delivery of its City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds Series 2023 (the “Bonds”). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement dated as of July 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 District covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, the following capitalized terms shall have the following meanings:

“Annual Report” means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Annual Report Date” means the date that is nine months after the end of the City’s fiscal year (currently April 1 based on the City’s fiscal year end of June 30).

“Dissemination Agent” means Willdan Financial Services, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

“Listed Events” means any of the events listed in Section 5(a) of this Disclosure Certificate.

“MSRB” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

“Official Statement” means the final official statement executed by the City in connection with the issuance of the Bonds.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing April 1, 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(b). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City shall provide (or cause the Dissemination Agent to provide) in a timely manner to the MSRB a notice to such effect, in an electronic format as prescribed by the MSRB.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine prior to each Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City’s Annual Report shall contain or incorporate by reference the following:

(a) The City’s audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City’s audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) The following information, unless otherwise specified, as of September 30 of the preceding year:

- (i) Principal amount of all outstanding bonds of Improvement Area No. 2.
 - (ii) Balance in the Improvement Fund.
 - (iii) Balance in 2023 Reserve Account of the Reserve Fund, and statement of the Reserve Requirement for the Bonds. Statement of projected draws on the 2023 Reserve Account of the Reserve Fund, if any.
 - (iv) Balance in other funds and accounts held by the City or fiscal agent related to the Bonds.
 - (v) Additional debt authorized by the City and payable from or secured by assessments or special taxes with respect to property within Improvement Area No. 2.
 - (vi) The Special Tax levy, the delinquency rate, total amount of delinquencies, number of parcels delinquent in payment for the five most recent fiscal years.
 - (vii) Notwithstanding the September 30 reporting date, the following information shall be reported as of the last day of the month immediately preceding the date of the Annual Report rather than as of September 30. Identity of each delinquent taxpayer responsible for 5 percent or more of total Special Tax levied, and the following information: assessor parcel number, assessed value of applicable properties, amount of Special Tax levied, amount delinquent by parcel number and status of foreclosure proceedings. If any foreclosure has been completed, summary of results of foreclosure sales or transfers.
 - (viii) Most recently available total assessed value of all parcels subject to the Special Tax.
 - (ix) List of landowners and assessor's parcel number of parcels subject to 20% or more of the Special Tax levy including the following information: development status and land use classification, to the extent shown in City records as of April 30 of the preceding fiscal year and assessed value (land and improvements).
- (c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.
- (d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person.
- (13) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional fiscal agent or the change of name of a fiscal agent, if material.
- (15) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material (for the definition of "financial obligation," see clause (e)).

- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties (for the definition of “financial obligation,” see clause (e)).

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Fiscal Agent Agreement.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14) and (a)(15) of this Section 5 contain the qualifier “if material” and that subparagraph (a)(6) also contains the qualifier “material” with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event’s occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above. The Dissemination Agent shall not be responsible for determining whether an event is material.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(e) For purposes of Section 5(a)(15) and (16), “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City’s obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(b).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days' written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first Annual Report filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to this Disclosure Certificate modifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Listed Event under Section 5(b).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically

required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the City fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the City hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Bond holders, or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Disclosure Certificate as of the date first above written.

CITY OF ROSEVILLE, for and on behalf of
City of Roseville Creekview Community
Facilities District No. 1 (Public Facilities)

By: _____
Name:
Title:

WILLDAN FINANCIAL SERVICES, as
Dissemination Agent

By: _____
Name:
Title:

**CONTINUING DISCLOSURE CERTIFICATE
([Name of Merchant Builder])**

THIS CONTINUING DISCLOSURE AGREEMENT ([NAME OF MERCHANT BUILDER]) (the “**Disclosure Certificate**”) dated as of July 1, 2023, is executed by _____ (the “**Builder**”) in connection with the execution and delivery by the City of Roseville of its City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds Series 2023 (the “**Bonds**”). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement dated as of July 1, 2023 (the “**Fiscal Agent Agreement**”), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent.

The Builder covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Builder for the benefit of the holders and beneficial owners of the Bonds.

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined herein, the following capitalized terms shall have the following meanings:

“**Affiliate**” means any person presently directly (or indirectly through one or more intermediaries) under managerial control of the Builder, and about whom information could be material to potential investors in their investment decision regarding the Bonds (including without limitation information relevant to the proposed development of the Property or to the Builder’s ability to pay the Special Taxes levied on the Property prior to delinquency).

“**Assumption Agreement**” means an undertaking of a Major Owner for the benefit of the holders and beneficial owners of the Bonds containing terms substantially similar to this Disclosure Certificate (as modified for such Major Owner’s development and financing plans with respect to property owned by such Major Owner in Improvement Area No. 2), whereby such Major Owner agrees to provide periodic reports and notices of significant events, setting forth the information described in sections 4 and 5 hereof, respectively, with respect to the portion of the Property in Improvement Area No. 2 owned by such Major Owner, at the option of the Builder or such Major Owner, agrees to indemnify the Dissemination Agent (if any) pursuant to a provision substantially in the form of Section 11 hereof.

“**Dissemination Agent**” means the Builder, or any successor Dissemination Agent designated in writing by the Builder, and which has filed with the Builder, the City and the Participating Underwriter a written acceptance of such designation, and which is experienced in providing dissemination agent services such as those required under this Disclosure Certificate.

“**District**” means the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities).

“**Hearthstone Landbank**” means [FOR D.R. HORTON: Winding Creek C-21 – Roseville] [FOR MERITAGE/LENNAR/WOODSIDE: NOT APPLICABLE].

“**Improvement Area No. 2**” means the improvement area designated as such within the District.

“Listed Events” means any of the events listed in Section 5(a) of this Disclosure Certificate.

“Major Owner” means, as of any date of determination, a Person that owns land in Improvement Area No. 2 that is collectively responsible for 20% or more of the Special Taxes in Improvement Area No. 2.

“MSRB” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such in the future.

“Official Statement” means the final Official Statement executed by the City in connection with the issuance of the Bonds.

“Option Agreement” means that [FOR D.R. HORTON: Option and Development Agreement dated _____, between the Hearthstone Landbank and the Builder] [FOR MERITAGE/LENNAR/WOODSIDE: NOT APPLICABLE].

“Participating Underwriter” means Piper Sandler & Co., the original Underwriter of the Bonds.

“Periodic Report” means any Periodic Report provided by the Builder pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Person” means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof.

“Property” means, as of the date of determination, the real property within the boundaries of Improvement Area No. 2 that is owned by (i) the Builder, (ii) any Affiliate of the Builder, (iii) [FOR D.R. HORTON ONLY: Hearthstone Landbank (during the term of the Option Agreement),] and (iv) the property in Improvement Area No. 2 that the Builder sold to a Major Owner who has not assumed the undertakings of this Disclosure Certificate under Section 6(b) and that is owned by such Major Owner.

“Report Date” means May 1 and November 1 of each year.

“Special Taxes” means the special taxes levied on the Property for Improvement Area No. 2.

Section 3. Provision of Periodic Reports.

(a) So long as Builder’s obligations under this Disclosure Certificate have not been terminated pursuant to Section 6 below, the Builder shall, or, upon written direction of the Builder the Dissemination Agent shall, not later than the Report Date, commencing November 1, 2023, file or cause to be filed with the MSRB a Periodic Report which is consistent with the requirements of Section 4 of this Disclosure Certificate with a copy to the Participating Underwriter and the City. Not later than 15 calendar days prior to the Report Date, the Builder shall provide the Periodic Report to the Dissemination Agent (if different from the Builder). The Builder shall provide a

written certification with (or included as a part of) each Periodic Report furnished to the Dissemination Agent (if different from the Builder), the Participating Underwriter and the City to the effect that such Periodic Report constitutes the Periodic Report required to be furnished by it under this Disclosure Certificate. The Dissemination Agent (if different than the Builder), the Participating Underwriter and the City may conclusively rely upon such certification of the Builder and shall have no duty or obligation to review the Periodic Report. The Periodic Report may be submitted as a single document or as separate documents comprising a package, and may incorporate by reference other information as provided in Section 4 of this Disclosure Certificate.

(b) If the Dissemination Agent (if different than the Builder) does not receive a Periodic Report by 15 calendar days prior to the Report Date, the Dissemination Agent shall send a reminder notice to the Builder that the Periodic Report has not been provided as required under Section 3(a) above. The reminder notice shall instruct the Builder to determine whether its obligations under this Disclosure Certificate have terminated (pursuant to Section 6 below) and, if so, to provide the Dissemination Agent with a notice of such termination in the same manner as for a Listed Event (pursuant to Section 5 below). If the Builder does not provide, or cause the Dissemination Agent to provide, a Periodic Report to the MSRB by the Report Date as required in subsection (a) above, the Dissemination Agent shall send a notice to the MSRB to such effect, in substantially the form prescribed by the MSRB, with a copy to the City and the Participating Underwriter.

(c) The Dissemination Agent shall:

- (i) determine prior to each Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of continuing disclosure reports; and
- (ii) to the extent the Periodic Report has been furnished to it, file a report with the Builder (if the Dissemination Agent is other than the Builder), the City and the Participating Underwriter certifying that the Periodic Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Periodic Reports. Each Periodic Report shall contain or incorporate by reference the information set forth in Exhibit A relating to the Builder, any or all of which may be included by specific reference to other documents, including official statements of debt issues of the Builder or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Builder shall clearly identify each such other document so included by reference.

In addition to any of the information expressly required to be provided in Exhibit A, each Periodic Report shall include such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Section 5. Reporting of Significant Events.

(a) So long as Builder's obligations under this Disclosure Certificate have not been terminated pursuant to Section 6 below, the Builder shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to itself or the Property, if material:

(i) bankruptcy or insolvency proceedings commenced by or against the Builder and, if known, any bankruptcy or insolvency proceedings commenced by or against any Affiliate of the Builder, that is reasonably likely to have a significant impact on the Builder's ability to pay Special Taxes or to sell or develop the Property;

(ii) failure to pay any taxes, special taxes (including the Special Taxes) or assessments due with respect to the Property on or prior to the delinquency date to the extent such failure is not promptly cured by the Builder upon discovery thereof;

(iii) filing of a lawsuit of which the Builder is aware against the Builder or an Affiliate seeking damages, which, if successful, could have a material and adverse impact on the Builder's ability to pay Special Taxes prior to delinquency or to sell or develop the Property;

(iv) material damage to or destruction of any of the improvements on the Property; and

(v) any payment default or other material default by the Builder on any loan with respect to the construction of improvements on the Property that continues to exist beyond any applicable notice and cure periods on any loan with respect to the construction of improvements on the Property.

(b) Whenever the Builder obtains knowledge of the occurrence of a Listed Event, the Builder shall as soon as possible determine if such event would be material under applicable Federal securities law.

(c) If the Builder determines that knowledge of the occurrence of a Listed Event would be material under applicable Federal securities law, the Builder shall, or shall cause the Dissemination Agent to, promptly file a notice of such occurrence with the MSRB, with a copy to the City and the Participating Underwriter.

Section 6. Duration of Reporting Obligation.

(a) All the Builder's obligations hereunder shall commence on the date hereof and terminate (except as provided in Section 11) on the earliest to occur of the following:

(i) upon the legal defeasance, prior redemption or payment in full of all the Bonds;

(ii) at such time as the Property in Improvement Area No. 2 is collectively responsible for less than 20% of the Special Taxes; or

(iii) the date on which all of the Special Taxes attributable to the Property are prepaid in full.

The Builder shall give notice of the termination of its obligations under this Disclosure Certificate in the same manner as for a Listed Event under Section 5.

(b) If a portion of the Property is conveyed to a Person that, upon such conveyance, will be a Major Owner, the obligations of the Builder hereunder with respect to the Property

conveyed to the Major Owner may be assumed by such Major Owner, and the Builder's obligations hereunder with respect to the Property conveyed will be terminated. In order to effect such assumption, such Major Owner shall enter into an Assumption Agreement in form and substance equivalent to this Disclosure Certificate or as otherwise satisfactory to the City and the Participating Underwriter. However, a Major Owner shall not be required to enter into an Assumption Agreement if such Major Owner is already a party to a continuing disclosure certificate in form and substance similar to this Disclosure Certificate with respect to the Bonds, and under which the Property conveyed to such Major Owner will become subject to future Periodic Reports. If a Major Owner required by this Section 6(b) to enter into an Assumption Agreement does not enter into an Assumption Agreement, then the Builder shall continue reporting on the Property conveyed to the Major Owner so long as it is owned by such Major Owner or until an Assumption Agreement is executed or until the Builder's obligations may be terminated in accordance with Section 6(a).

Section 7. Dissemination Agent. The Builder may, from time to time, appoint or engage a Dissemination Agent to assist the Builder in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign by providing thirty days' written notice to the City, the Builder and the Participating Underwriter.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Builder may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied (provided, however, that the Dissemination Agent shall not be obligated under any such amendment that modifies or increases its duties or obligations hereunder without its written consent thereto):

(a) if the amendment or waiver relates to the provisions of sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Builder with respect to the Bonds, or type of business conducted; and

(b) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement, with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Builder from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Periodic Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Builder chooses to include any information in any Periodic Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Builder shall have no obligation under this Disclosure Certificate to update such information or include it in any future Periodic Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Builder to comply with any provision of this Disclosure Certificate, the City, the Participating Underwriter, and any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Builder to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not

be deemed an Event of Default under the Fiscal Agent Agreement, and the sole and exclusive remedy under this Disclosure Certificate in the event of any failure of the Builder to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Builder agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents (each, an “**Indemnified Party**”), harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the reasonable costs and expenses (including attorneys’ fees) of defending against any claim of liability, but excluding (i) losses, liabilities, costs and expenses due to an Indemnified Party’s negligence or willful misconduct or failure to perform its duties hereunder and (ii) losses, expenses and liabilities due to the failure of the City to pay the fees and expenses of the Dissemination Agent. The Dissemination Agent (if other than the Builder) shall be paid compensation for its services provided hereunder from Special Taxes levied for administration of the CFD in accordance with the Dissemination Agent’s schedule of fees as amended from time to time, which schedule, as amended, shall be reasonably acceptable, and all reasonable expenses, reasonable legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Builder, the Bond owners, or any other party. The obligations of the Builder under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds, but shall be assumed by a Major Owner from and after the date of such assumption when property is sold to a Major Owner and such Major Owner enters into an Assumption Agreement.

Section 12. Notices. Any notice or communications to be among any of the parties to this Disclosure Certificate may be given by electronic, regular, or overnight mail as follows:

To the Builder:

Attn: _____

Email: _____

To the City:

City of Roseville
Attn: CFD Administrator
311 Vernon Street
Roseville, CA 95678

To the Participating
Underwriter:

Piper Sandler & Co.
Attn: Managing Director
2321 Rosecrans Avenue, Suite 3200
El Segundo, CA 90245

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Builder (its successors and assigns), the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. All obligations of the Builder hereunder shall be assumed by any legal successor to the obligations of the Builder as a result of a sale, merger, consolidation or other reorganization.

IN WITNESS WHEREOF, the Builder has executed this Disclosure Certificate as of the date first above written.

_____,
a _____

By: _____
Name:
Title:

EXHIBIT A

PERIODIC REPORT

[MAY 1, ____ / NOVEMBER 1, ____]

\$ _____

CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2023

This Periodic Report is hereby submitted under Section 4 of the Continuing Disclosure Certificate ([Name of Merchant Builder]) (the “**Disclosure Certificate**”) dated July 1, 2023, executed by the undersigned (the “**Builder**”) in connection with the issuance of the above-captioned bonds by the City of Roseville (the “**City**”) with respect to its City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the “**District**”).

Capitalized terms used in this Periodic Report but not otherwise defined have the meanings given to them in the Disclosure Certificate.

I. Property Ownership and Development

The information in this section is provided as of _____ (this date must be not more than 60 days before the due date of this Periodic Report).

A. Description of the Property in Improvement Area No. 2, in substance and form similar to such information in the Official Statement for the Bonds under the heading “MERCHANT BUILDER INFORMATION – [Lennar Homes] [Woodside] [Meritage] [D.R. Horton]”:

B. Updated information regarding land development and home construction activities with respect to the Property described in the Official Statement for the Bonds under the heading “MERCHANT BUILDER INFORMATION – [Lennar Homes] [Woodside] [Meritage] [D.R. Horton]” or the Periodic Report last filed in accordance with the Disclosure Certificate, [FOR D.R. HORTON ONLY: including the number of parcels acquired by the Builder from the Hearthstone Landbank pursuant to the Option Agreement]:

C. Status of building permits and any material changes to the description of land use or development entitlements for the Property described in the Official Statement for the Bonds under the heading “MERCHANT BUILDER INFORMATION – [Lennar Homes] [Woodside] [Meritage] [D.R. Horton]” or the Periodic Report last filed in accordance with the Disclosure Certificate:

D. Status of any land purchase contracts with regard to the Property, including sales of land in Improvement Area No. 2 to other property owners (other than individual homeowners).

II. Legal and Financial Status of Builder

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any material change in the legal structure of the Builder or the financial condition and financing plan of the Builder that would materially and adversely interfere with its ability to complete the development plan with respect to the Property described in the Official Statement. To the extent that the ownership of the Builder has changed, describe all material terms of the new ownership structure.

III. Change in Development or Financing Plans

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any development plans or financing plans relating to the Property *that are materially different from* the proposed development and financing plan for the Property described in the Official Statement or in a previous Periodic Report.

IV. Official Statement Updates

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any other significant changes in the information relating to the Builder or the Property contained in the Official Statement under the heading “MERCHANT BUILDER INFORMATION – [Lennar Homes] [Woodside] [D.R. Horton]” that would materially and adversely interfere with the Builder’s ability to develop and sell the Property as described in the Official Statement.

V. Other Material Information

In addition to any of the information expressly required above, provide such further information, if any, with respect to the Property and the Builder as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Certification

On behalf of the Builder, the undersigned officer or authorized representative, based on actual knowledge after reasonable inquiry of employees of Builder and its affiliates, hereby certifies that this Periodic Report constitutes the Periodic Report required to be furnished by the Builder under the Disclosure Certificate.

ANY OTHER STATEMENTS REGARDING THE BUILDER, THE DEVELOPMENT OF THE PROPERTY, THE BUILDER'S FINANCING PLAN OR FINANCIAL CONDITION, OR THE BONDS, OTHER THAN STATEMENTS MADE BY THE BUILDER IN AN OFFICIAL RELEASE, OR FILED WITH THE MUNICIPAL SECURITIES RULEMAKING BOARD, ARE NOT AUTHORIZED BY THE BUILDER. THE BUILDER IS NOT RESPONSIBLE FOR THE ACCURACY, COMPLETENESS OR FAIRNESS OF ANY SUCH UNAUTHORIZED STATEMENTS.

THE BUILDER HAS NO OBLIGATION TO UPDATE THIS PERIODIC REPORT OTHER THAN AS EXPRESSLY PROVIDED IN THE DISCLOSURE CERTIFICATE.

Dated: _____

By: _____

APPENDIX F

SUMMARY OF CERTAIN PROVISIONS OF FISCAL AGENT AGREEMENT

APPENDIX G

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the 2023 Bonds, payment of principal, interest and other payments on the 2023 Bonds (herein, the "Securities") to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Securities and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the issuer of the Securities (the "Issuer") nor the fiscal agent appointed with respect to the Securities (the "Agent") takes any responsibility for the information contained in this Appendix.

No assurances can be given that DTC, DTC Direct Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Securities, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Securities, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Securities, or that they will so do on a timely basis, or that DTC, DTC Direct Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company ("DTC") will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding

company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting

rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer and Agent believe to be reliable, but neither Issuer nor Agent takes no responsibility for the accuracy thereof.

\$ _____
CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2023

BOND PURCHASE AGREEMENT

_____, 2023

City of Roseville
311 Vernon Street,
Roseville, California 95678

Ladies and Gentlemen:

Piper Sandler & Co. (the “**Underwriter**”), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement (the “**Purchase Agreement**”) with the City of Roseville, California (the “**City**”) acting on behalf of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the “**District**”) which, upon acceptance, will be binding upon the City and upon the Underwriter. This offer is made subject to acceptance of it by the City on the date hereof, and if not accepted will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City.

The City acknowledges and agrees that: (i) the purchase and sale of the Bonds (defined below) pursuant to this Purchase Agreement is an arm’s-length commercial transaction between the City and the Underwriter; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and is not acting as a Municipal Advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended); (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters); and (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate for this transaction.

1. Purchase, Sale and Delivery of the Bonds.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter agrees to purchase from the City, and the City agrees to sell to the Underwriter, all (but not less than all) of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds, Series 2023 (the “**Bonds**”) in the aggregate principal amount specified in Exhibit A hereto. The Bonds shall be dated the Closing Date (hereinafter defined), and bear interest from said date (payable semiannually on March 1 and September 1 in each year, commencing September 1, 2023) at the rates

per annum and maturing on the dates and in the amounts set forth in Exhibit A hereto. The purchase price for the Bonds shall be the amount specified as such in Exhibit A hereto.

(b) The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable and subject to redemption as provided in, the Fiscal Agent Agreement dated as of _____ 1, 2023 (the “**Fiscal Agent Agreement**”), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the “**Fiscal Agent**”), and approved by a resolution adopted by the City Council of the City (the “**City Council**”), acting as the legislative body of the District, on _____, 2023 (the “**Resolution of Issuance**”). The Bonds and interest thereon will be payable from a special tax (the “**Special Tax**”) levied and collected on the taxable land within the District in accordance with a Resolution of Intention adopted by the City Council on October 2, 2019, a Resolution of Formation adopted by the City Council on November 6, 2019 (together with the Resolution of Intention, the “**Resolution of Formation**”) and the [Unanimous Consent and Waiver of the Master Developer (as defined herein) (the “**Unanimous Consent**”) allowing for the annexation of Improvement Area No. 2 (“**Improvement Area No. 2**”) to the District]. Proceeds of the sale of the Bonds will be used in accordance with the Fiscal Agent Agreement and the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 et seq. of the Government Code of the State of California) (the “**Law**”), to (i) construct and/or acquire certain authorized public facilities, (ii) provide for a deposit to a debt service reserve account for the Bonds, (iii) provide capitalized interest for debt service due on the Bonds through and including September 1, 2021, and (iv) pay costs of issuance of the Bonds. The Resolution of Issuance, the Resolution of Formation and [Ordinance No. 6163, adopted by the City Council on December 4, 2019], are collectively referred to herein as the “**District Resolutions.**”

(c) At or prior to the acceptance hereof by the City, the City shall cause to be delivered to the Underwriter a 15c2-12 Certificate of the City, dated as of the date of this Purchase Agreement (the “**City Certificate**”), in substantially the form attached hereto as Exhibit B, with only such changes therein as shall have been accepted by the Underwriter.

(d) Subsequent to its receipt of the City Certificate deeming the Preliminary Official Statement for the Bonds, dated _____, 2023 (which Preliminary Official Statement, together with the cover page and all appendices thereto, is herein collectively referred to as the “**Preliminary Official Statement**”), final for purposes of Rule 15c2-12 of the Securities and Exchange Commission (“**Rule 15c2-12**”), the Underwriter has distributed copies of the Preliminary Official Statement. The City hereby ratifies the use by the Underwriter of the Preliminary Official Statement and authorizes the Underwriter to use and distribute the final Official Statement dated the date hereof (including all information previously permitted to have been omitted by Rule 15c2-12, and any supplements and amendments thereto as have been approved by the City as evidenced by the execution and delivery of such document by an officer of the City (the “**Official Statement**”), the Fiscal Agent Agreement, the Continuing Disclosure Certificate of the City (the “**City Disclosure Certificate**”), this Purchase Agreement and any other documents or contracts to which the City or the District is a party related to the Bonds, and all information contained therein, and all other documents, certificates and statements furnished by the City to the Underwriter in connection with the transactions contemplated by this Purchase Agreement, in connection with the offer and sale of the Bonds by the Underwriter. The Underwriter hereby agrees to deliver a copy of the Official Statement to the Municipal Securities Rulemaking City Council (the “**MSRB**”) through the Electronic Municipal Marketplace Access website of the MSRB on or before the Closing Date and otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, MSRB Rule G-32 and Rule 15c2-12.

(e) At 8:00 A.M., Pacific Daylight Time, on _____, 2023, or at such earlier time or date as shall be agreed upon by the Underwriter and the City (such time and date being herein referred to as the “**Closing Date**”), the City will deliver (i) to the Depository Trust Company in New York, New York, the Bonds in definitive form (all Bonds being in book-entry form registered in the name of Cede & Co. and having the CUSIP numbers assigned to them printed thereon), duly executed by the officers of the City, as provided in the Fiscal Agent Agreement, and (ii) to the Underwriter, at the offices of Jones Hall, A Professional Law Corporation, as bond counsel to the City (“**Bond Counsel**”), or at such other place as shall be mutually agreed upon by the City and the Underwriter, the other documents herein mentioned; and the Underwriter shall accept such delivery and pay the purchase price of the Bonds in immediately available funds (such delivery and payment being herein referred to as the “**Closing**”). Notwithstanding the foregoing, the Underwriter may, in their discretion, accept delivery of the Bonds in temporary form upon making arrangements with the City which are satisfactory to the Underwriter relating to the delivery of the Bonds in definitive form.

2. Public Offering and Establishment of Issue Price.

(a) The Underwriter agrees to make a bona fide public offering of the Bonds at the initial public offering price or prices set forth on the inside cover page of the Final Official Statement (as defined herein) and in Exhibit A hereto and subject to Section 2(c) and 2(d) hereof, the Underwriter reserves the right to change such initial public offering prices as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Bonds, and to sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at prices lower than the initial offering prices set forth in the Final Official Statement. A “**bona fide public offering**” shall include an offering to institutional investors or registered investment companies, regardless of the number of such investors to which the Bonds are sold.

(b) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing (defined below) an “**issue price**” or similar certificate, together with copies of supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit C, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this section to establish the issue price of the Bonds may be taken on behalf of the City by the City’s municipal advisor, Hilltop Securities Inc. (the “**Municipal Advisor**”) and any notice or report to be provided to the City may be provided to the City’s Municipal Advisor.

(c) Except as otherwise set forth in Exhibit A attached hereto, the City will treat the first price at which 10% of each maturity of the Bonds (the “**10% test**”), identified under the column “10% Test Used” in Exhibit A, is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter’s reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel. For purposes

of this section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the “**initial offering price**”), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, identified under the column “Hold the Offering Price Rule Used,” as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “**hold-the-offering-price rule**”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following.

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(1) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(2) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The City acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) “**public**” means any person other than an underwriter or a related party;

(2) “**underwriter**” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public

(including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(3) a purchaser of any of the Bonds is a “**related party**” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(4) “**sale date**” means the date of execution of this Purchase Agreement by the City and the Underwriter.

3. Representations, Warranties and Agreements of the City. The City represents, warrants and covenants to and agrees with the Underwriter that:

(a) The City is a municipal corporation and charter city duly organized and existing under the laws of the State of California (the “**State**”) and has duly authorized the formation of the District and the designation of Improvement Area No. 2 therein, pursuant to the Resolution of Formation, [the Unanimous Consent] and the Law. The City Council, as the legislative body of the District, has duly adopted the District Resolutions, and has caused to be recorded in the real property records of Placer County a Notice of Special Tax Lien (the “**Notice of Special Tax Lien**”) (such District Resolutions, [Unanimous Consent] and Notice of Special Tax Lien being collectively referred to herein as the “**Formation Documents**”). Each of the Formation Documents remains in full force and effect as of the date hereof and has not been amended. The District is duly organized and validly existing as a community facilities district under the laws of the State of California and Improvement Area No. 2 therein has been properly designated. The City has, and at the Closing Date will have, as the case may be, full legal right, power and authority (i) to execute, deliver and perform its obligations under this Purchase Agreement and the City Disclosure Certificate, and to carry out all transactions on its part contemplated by each of such agreements, (ii) to issue, sell and deliver the Bonds to the Underwriter pursuant to the Resolution of Issuance and the Fiscal Agent Agreement as provided herein, and (iii) to carry out, give effect to and consummate the transactions on its part contemplated by the Formation Documents and by the Fiscal Agent Agreement, this Purchase Agreement, and the City Disclosure Certificate (collectively, the “**District Documents**”) and the Official Statement.

(b) The City has complied, and will at the Closing Date be in compliance, in all material respects, with the Formation Documents and the District Documents, and any immaterial compliance by the City, if any, will not impair the ability of the City to carry out, give effect to or consummate the transactions on its part contemplated by the foregoing. From and after the date of issuance of the Bonds, the City will continue to comply with the covenants of the City contained in the District Documents that are applicable to such time period.

(c) The City Council has duly and validly: (i) adopted the District Resolutions, (ii) called, held and conducted in accordance with all requirements of the Law, elections within the District to approve the levy of the Special Tax within Improvement Area No. 2 of the District and the issuance of the Bonds and recorded the Notice of Special Tax Lien which established a continuing lien on the land within Improvement Area No. 2 of the District securing the payment of the Special Tax, (iii) authorized and approved the execution, delivery and due performance by the City for the District of the Bonds and the District Documents, (iv) authorized the preparation, delivery and distribution of the Preliminary Official Statement and the Official Statement, and (v) authorized and approved the performance by the City of its obligations contained in, and the taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions on its part contemplated by, each of the District Documents (including, without limitation, the collection of the Special Tax), the Bonds and the Official Statement and at the Closing Date, the Formation Documents will be in full force and effect and the District Documents and the Bonds will constitute the valid, legal and binding obligations of the City for the District and (assuming due authorization, execution and delivery by other parties thereto, where necessary) will be enforceable upon the City in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought.

(d) To the best of the City's knowledge, neither the District nor the City is in breach of or default under any applicable law or administrative rule or regulation of the State or the United States, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the District or the City is a party or is otherwise subject or bound, a consequence of which would be to materially and adversely affect the performance by the District or the City of their obligations under the Bonds, the Formation Documents or the District Documents, and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State or the United States, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or a material breach of or default under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the District or the City, as the case may be, is a party or is otherwise subject or bound.

(e) Except for compliance with the blue sky or other states securities law filings, as to which the City makes no representations, all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City of its obligations hereunder, or under the Formation Documents or the District Documents, have been obtained and are in full force and effect.

(f) The Special Tax constituting the security for the Bonds has been duly and lawfully authorized and may be levied under the Law, the State Constitution and the applicable laws of the State, and the Special Tax, when levied, will constitute a valid and legally binding continuing lien on the properties on which it has been levied.

(g) The City shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the

Underwriter. Until the date which is twenty-five (25) days after the “end of the underwriting period” (as hereinafter defined), if any event shall occur of which the City is aware, as a result of which it may be necessary to supplement the Official Statement in order to make the statements in the Official Statement, in light of the circumstances existing at such time, not misleading, the City shall forthwith notify the Underwriter of any such event of which it has knowledge and shall cooperate fully in furnishing any information available to it for any supplement to the Official Statement necessary, in the Underwriter’s opinion, so that the statements therein as so supplemented will not be misleading in light of the circumstances existing at such time and the City shall promptly furnish to the Underwriter a reasonable number of copies of such supplement. As used herein, the term “**end of the underwriting period**” means the later of such time as (i) the City delivers the Bonds to the Underwriter, or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the “end of the underwriting period” shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the City at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the “end of the underwriting period.”

(h) The Fiscal Agent Agreement creates a valid pledge of the Special Tax Revenues (as defined in the Fiscal Agent Agreement) and the moneys deposited in the Bond Fund and the Reserve Fund established pursuant to the Fiscal Agent Agreement, including the investments thereof, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein. Until such time as moneys have been set aside in an amount sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon to maturity or to the date of redemption if redeemed prior to maturity, and premium, if any, the City will faithfully perform and abide by all of its covenants and undertakings, and the provisions contained in the Fiscal Agent Agreement.

(i) Except as disclosed in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending with respect to which the City has been served with process or, to the best knowledge of the City, threatened (i) which would materially adversely affect the ability of either the City or the District to perform their obligations under the Bonds, the Formation Documents or the District Documents, or (ii) seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, the Formation Documents, the District Documents, or any action contemplated by any of said documents, or (iii) in any way contesting the completeness or accuracy of the Official Statement or the powers or authority of the City or the District with respect to the Bonds, the Formation Documents, the District Documents, or any action of the City or the District contemplated by any of said documents; nor is there any action pending with respect to which the City has been served with process or, to the best knowledge of the City, threatened against the City or the District which alleges that interest on the Bonds is not excludable from gross income for federal income tax purposes or is not exempt from California personal income taxation, or (iv) which would affect or restrain the ability of the owners of property within the District to develop their property as described in the Preliminary Official Statement.

(j) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter to qualify the Bonds for offer and sale under the “Blue Sky” or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; provided, however, the City shall not be required to register as a dealer or a broker of securities or to consent to service of process in connection with any blue sky filing.

(k) Any certificate signed by any official of the City authorized to do so and delivered to the Underwriter in connection with the Bonds or this Purchase Agreement shall be deemed a representation and warranty to the Underwriter as to the statements made therein.

(l) The City will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement as described in the Official Statement.

(m) The information contained in the Preliminary Official Statement (other than under the captions “IMPROVEMENT AREA NO. 2 PLANNED DEVELOPMENT,” “THE MASTER DEVELOPER” and “MERCHANT BUILDER INFORMATION,” as to which no view is expressed) was as of the date thereof, and the information contained in the Official Statement (other than under the captions “IMPROVEMENT AREA NO. 2 PLANNED DEVELOPMENT,” “THE MASTER DEVELOPER” and “MERCHANT BUILDER INFORMATION,” as to which no view is expressed) as of its date and on the Closing Date shall be, true and correct in all material respects and such information does not and shall not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(n) The Preliminary Official Statement heretofore delivered to the Underwriter has been deemed final by the City as of its date, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of Rule 15c2-12. The City hereby covenants and agrees that, within seven (7) business days from the date hereof, the City shall cause a final printed form of the Official Statement to be delivered to the Underwriter in a quantity mutually agreed upon by the Underwriter and the City so that the Underwriter may comply with paragraph (b)(4) of Rule 15c2-12 and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board.

(o) Except as otherwise disclosed in the Preliminary Official Statement, the City is, and has always been, in material compliance with respect to all reporting obligations in the last five years that it has undertaken under Rule 15c2-12 for all indebtedness issued by the City.

(p) Except as otherwise disclosed in the Preliminary Official Statement, the Formation Documents have not been amended, terminated, rescinded or modified.

(q) The City shall not voluntarily undertake any course of action inconsistent with satisfaction of the requirements applicable to the City as set forth in this Purchase Agreement.

(r) The City shall cooperate with the Underwriter in the qualification of the Bonds for offering and sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Underwriter may designate.

(s) The City shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exemption from state income taxation or the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

4. Conditions to the Obligations of the Underwriter. The obligations of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties of the City contained herein, as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the City made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, the Formation Documents and the District Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated thereby and by this Purchase Agreement, all such actions as, in the opinion of Bond Counsel, and Stradling Yocca Carlson & Rauth, a Professional Corporation (“**Stradling**”), counsel to the Underwriter, shall be necessary and appropriate;

(b) The information contained in the Official Statement will, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant to Section 3(g) hereof, be true and correct in all material respects and will not, as of the Closing Date or as of the date of any supplement or amendment thereto pursuant to Section 3(g) hereof, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(c) Between the date hereof and the Closing Date, the market price or marketability of the Bonds at the initial offering prices set forth in the Official Statement shall not have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

(1) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or any member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department or the Internal Revenue Service of the United States of America, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon the interest that would be received by the owners of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

(2) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America, or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission (the “SEC”), or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, or the Bonds are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, or of the Bonds, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws, rules or regulations as amended and then in effect;

(3) any amendment to the federal or California Constitution or action by any federal or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City or the District, their property, income or securities (or interest thereon), the validity or enforceability of the Special Tax as contemplated by the Formation Documents, the District Documents or the Official Statement;

(4) any event occurring, or information becoming known, which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Preliminary Official Statement or the Official Statement, or results in the Preliminary Official Statement or the Official Statement containing any untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(5) the declaration of war or the escalation of, or engagement in, military hostilities by the United States or the occurrence of any other national or international emergency or calamity relating to the effective operation of the government of, or the financial community in, the United States which, in the judgment of the Underwriter, makes it impracticable or inadvisable to proceed with the offering or the delivery of the Bonds on the terms and in the manner contemplated in the Preliminary Official Statement or the Official Statement;

(6) the declaration of a general banking moratorium by federal, State of New York or State of California authorities, or the general suspension of trading on any national securities exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange or other national securities exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction that, in the Underwriter’s reasonable judgment, makes it impracticable for the Underwriter to market the Bonds or enforce contracts for the sale of the Bonds;

(7) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not

now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(8) the entry of an order by a court of competent jurisdiction which enjoins or restrains the City from issuing permits, licenses or entitlements within Improvement Area No. 2 or which order, in the reasonable opinion of the Underwriter, otherwise materially and adversely affects proposed development of property within the Improvement Area No. 2;

(9) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

(10) there shall have been any material adverse change in the affairs of the City that in the Underwriter's reasonable judgment will materially adversely affect the market for the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds;

(11) there shall be established any new restriction on transactions in securities materially affecting the free market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a change to the net capital requirements of, underwriters established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order;

(12) a stop order, release, regulation, or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made to the effect that the issuance, offering, or sale of the Bonds, including all the underlying obligations as contemplated hereby or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act, and the Trust Indenture Act of 1939, as amended; or

(13) filing of or threat of litigation of the type described in Section 3(i) hereof.

(d) On the Closing Date, the Underwriter shall have received counterpart originals or certified copies of the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) The Formation Documents and the District Documents, together with a certificate dated as of the Closing Date of the City Clerk of the City to the effect that each Formation Document is a true, correct and complete copy of the one duly adopted by the City Council;

(2) The Official Statement;

(3) An approving opinion for the Bonds, dated the Closing Date and addressed to the City, of Bond Counsel, in the form attached to the Preliminary Official Statement as Appendix D, and an unqualified letter of such counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such approving opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

(4) A supplemental opinion, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, to the effect that (i) this Purchase Agreement and the City Disclosure Certificate have been duly authorized, executed and delivered by the City, and, assuming such agreements constitute a valid and binding obligation of the other respective parties thereto, constitute the legally valid and binding agreements of the City for the District enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditor's rights or remedies and may be subject to general principles of equity (regardless of whether such enforceability is considered in equity or at law); (ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended; and (iii) the information contained in the Official Statement on the cover and under the captions "INTRODUCTION," "THE BONDS" (other than information relating to DTC and its Book-Entry Only System), "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS," "TAX MATTERS" and Appendices D and F thereof is accurate, insofar as such information purports to summarize or replicate certain provisions of the Law, the Bonds and the Fiscal Agent Agreement and the exclusion from gross income for federal income tax purposes and exemption from State of California personal income taxes of interest on the Bonds;

(5) An opinion, dated the Closing Date and addressed to the Underwriter, of Stradling, as counsel for the Underwriter, in form and substance acceptable to the Underwriter;

(6) A certificate or certificates, dated the Closing Date and signed by an authorized officer of the City, ratifying the use and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds; and certifying that (i) the representations and warranties of the City contained in Section 3 hereof are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) to the best of his or her knowledge, no event has occurred since the date of the Official Statement affecting the matters contained therein which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make the statements and information contained in the Official Statement not misleading in any material respect, and the Bonds, the Formation Documents and the District Documents conform as to form and tenor to the descriptions thereof contained in the Official Statement; and (iii) the City has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under the Formation Documents, the District Documents and the Official Statement at or prior to the Closing Date;

(7) An opinion, dated the Closing Date and addressed to the Underwriter, of the City Attorney, to the effect that (i) to its current actual knowledge and except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending with respect to which the City has been served with process or is known to such counsel to be threatened, as to which the City is or would be a party, which would materially adversely affect the ability of the City or the District to perform their obligations under the Bonds, the Formation Documents or the District Documents, or which seeks to restrain or enjoin the issuance, sale and delivery of the Bonds or exclusion from gross income for federal income tax purposes or State of California personal income taxes of interest on the Bonds, or the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax to pay the principal of and interest on the Bonds, or which in any way contests or affects the validity or enforceability of the Bonds, the Formation Documents or the District Documents or the accuracy of the Official Statement, or any action of the City contemplated by any of said documents or the development of property within the District; (ii) the City is duly organized and validly existing as a public entity under the laws of the State of California, the District is duly organized and validly existing as a community facilities district under the laws of the State of California and Improvement Area No. 2 has been properly designated therein; (iii) the City has full legal right, power and authority to issue the Bonds and to perform all of its obligations under the Formation Documents and the District Documents; (iv) the City has obtained all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which constitute a condition precedent to the levy of the Special Tax, the issuance of the Bonds or the performance by the City of its obligations thereunder or under the Fiscal Agent Agreement, except that no opinion need be expressed regarding compliance with blue sky or other securities laws or regulations, whatsoever; (v) the City Council has duly and validly adopted the Formation Documents at meetings of the City Council which were called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the Formation Documents are now in full force and effect and have not been amended; and (vi) the City has duly authorized, executed and delivered the District Documents and the Bonds and has duly authorized the preparation and delivery of the Official Statement;

(8) [One or more certificates dated the Closing Date from Willdan Financial Services (the “**Special Tax Consultant**”) addressed to the City and the Underwriter to the effect that (i) the amount of the Special Taxes that could be levied in each Fiscal Year on all Parcels (as defined in the Rate and Method of Apportionment of Special Tax for Improvement Area No. 2) of Taxable Property in Improvement Area No. 2 less Administrative Expenses (as defined in the Rate and Method of Apportionment of Special Tax for Improvement Area No. 2) of 1%, is at least one hundred ten percent (110%) of the total Annual Debt Service for each such Bond Year that begins in such Fiscal Year on the Bonds, and (ii) all information supplied by the Special Tax Consultant for use in the Official Statement is true and correct as of the date of the Official Statement and as of the Closing Date;]

(9) A certificate of the City dated the Closing Date, in a form acceptable to Bond Counsel, to the effect that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

(10) A certificate of the Fiscal Agent and an opinion of counsel to the Fiscal Agent dated the Closing Date and addressed to the City and the Underwriter to the effect that the Fiscal Agent has authorized the execution and delivery of the Fiscal Agent Agreement and that the Fiscal Agent Agreement is a valid and binding obligation of the Fiscal Agent enforceable in accordance with its terms;

(11) A Letter of Representations of Anthem United Creekview Developments Limited Partnership, a Washington limited partnership, (the “**Master Developer**”) dated the date of the Preliminary Official Statement, substantially in the form attached as Exhibit D hereto (the “**Master Developer Letter of Representations**”) or as such certificate may be modified with the approval of the Underwriter and Stradling, and a closing certificate of the Master Developer dated the Closing Date, substantially in the form attached as Exhibit E hereto (the “**Master Developer Closing Certificate**”);

(12) A continuing disclosure certificate executed by the Master Developer in the form attached in Appendix E to the Preliminary Official Statement (the “**Master Developer Continuing Disclosure Certificate**”);

(13) One or more opinions of counsel to the Master Developer addressed to the District and the Underwriter to the effect that (i) the Master Developer is a Washington limited partnership, duly organized and existing under the laws of the State of Washington and qualified to do business in the State and (ii) except as set forth in the Official Statement, there is no litigation pending against the Master Developer (with service of process to the Master Developer having been duly given and completed) or overtly threatened against the Master Developer which would materially and adversely affect the validity or enforceability of the Master Developer Continuing Disclosure Certificate executed by the Master Developer or the Master Developer’s ability to pay the Special Taxes when due, and a negative assurance letter of counsel to the Master Developer, dated the Closing Date and substantially in the form attached as Exhibit F hereto, or as such letter may be modified with the approval of the Underwriter and Stradling;

(14) A Letter of Representations from each of Lennar Homes of California, LLC, a California limited liability company (“**Lennar Homes**”), Meritage Homes of California, Inc., a California corporation (“**Meritage Homes**”), Woodside 05M LP, a California limited partnership (“**Woodside Homes**”) and D.R. Horton CA2, Inc., a California corporation (“**D.R. Horton Homes**” and, together with Lennar Homes, Meritage Homes and Woodside Homes, the “**Builders**”) dated the date of the Preliminary Official Statement, substantially in the form attached as Exhibit G hereto (each a “**Builder Letter of Representations**”) or as such letters may be modified with the approval of the Underwriter and Stradling, and a closing certificate of each of the Builders dated the Closing Date, substantially in the form attached as Exhibit H hereto (each a “**Builder Closing Certificate**”);

(15) A continuing disclosure certificate executed by each of the Builders in the form included in Appendix E to the Preliminary Official Statement (each a “**Builder Continuing Disclosure Certificate**”);

(16) One or more opinions of counsel to each of the Builders addressed to the District and the Underwriter, in form and substance acceptable to the Underwriter and Stradling, regarding (i) each Builder’s due organization and qualification to do business, (ii) the due authorization and execution of the Bulder Continuing Disclosure Certificate executed by such Builder, (iii) the absence of litigation pending against each Builder (with service of process to such Builder having been duly given and completed) or overtly threatened against such Builder which would materially and adversely affect the validity or enforceability of the Builder Continuing Disclosure Certificate executed by the Builder or the Builder’s ability to pay the Special Taxes when due, and (iv) negative assurance regarding the Preliminary Official Statement and the Official Statement;

(17) G-17 letter from the Underwriter acknowledged by the City;

(18) A letter of Jones Hall, A Professional Law Corporation, as disclosure counsel to the City (“**Disclosure Counsel**”), addressed to the Underwriter and the City, to the effect that nothing has come to such counsel’s attention that would lead them to believe that the Preliminary Official Statement, as of its date, and the Official Statement, as of its date and as of the Closing Date (but excluding therefrom the appendices thereto, financial statements and statistical data, and information regarding The Depository Trust Company and its book-entry system, as to which no opinion need be expressed), contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(19) A certificate from Integra Realty Resources (the “**Appraiser**”) consenting to the inclusion of their appraisal report (the “**Appraisal**”) in the Preliminary Official Statement and the final Official Statement and certifying that (i) the information in the Official Statement relating to the Appraisal does not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and (ii) since the date of the Appraisal they are not aware of any facts that would materially affect the conclusions of value set forth therein;

(20) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the statements and information contained in the Preliminary Official Statement and the Official Statement, of the City’s representations and warranties contained herein and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City and the District in connection with the transactions contemplated hereby and by the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under any further obligation hereunder, except that the respective obligations of the City and the Underwriter set forth in Section 5, Section 6 and Section 8 hereof shall continue in full force and effect.

5. Conditions of the City's Obligations. The City's obligations hereunder are subject to the Underwriter's performance of its obligations hereunder, and are also subject to the following conditions:

(a) As of the Closing Date, no litigation shall be pending or, to the knowledge of the duly authorized officer of the City executing the certificate referred to in Section 4(d)(6) hereof, threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds, the Formation Documents, the District Documents or the existence or powers of the City or the District, including Improvement Area No. 2 therein; and

(b) As of the Closing Date, the City shall receive the approving opinion of Bond Counsel referred to in Section 4(d)(3) hereof, dated as of the Closing Date.

6. Expenses. Whether or not the Bonds are delivered to the Underwriter as set forth herein:

(a) The Underwriter shall be under no obligation to pay, and the City shall pay or cause to be paid (out of any legally available funds of the District) all expenses incident to the performance of the City's obligations hereunder, including, but not limited to, the cost of printing, engraving and delivering the Bonds to the Underwriter, the cost of preparation, printing, distribution and delivery of the Fiscal Agent Agreement, the Preliminary Official Statement, the Official Statement and all other agreements and documents contemplated hereby (and drafts of any thereof) in such reasonable quantities as requested by the Underwriter; and the fees and disbursements of the Municipal Advisor, the Special Tax Consultant, the Fiscal Agent, Bond Counsel, Disclosure Counsel and any accountants, engineers or any other experts or consultants the City has retained in connection with the Bonds; and

(b) The City shall be under no obligation to pay, and the Underwriter shall pay, any fees of the California Debt and Investment Advisory Commission, the cost of preparation of any "blue sky" or legal investment memoranda and this Purchase Agreement; expenses to qualify the Bonds for sale under any "blue sky" or other state securities laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds (except those specifically enumerated in paragraph (a) of this section), including the fees and disbursements of its counsel and any advertising expenses.

7. Notices. Any notice or other communication to be given to the City under this Purchase Agreement may be given by delivering the same in writing to the City at 311 Vernon Street, Roseville, California 95678, Attention: Assistant City Manager/Chief Financial Officer; and any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Piper Sandler & Co., 3626 Fair Oaks Blvd. Suite 100, Sacramento, Ca 95864, Attention: Dennis McGuire.

8. Parties in Interest. This Purchase Agreement is made solely for the benefit of the City, the District and the Underwriter (including their successors or assigns), and no other person shall acquire or have any right hereunder or by virtue hereof.

9. Survival of Representations and Warranties. The representations and warranties of the City set forth in or made pursuant to this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Purchase Agreement and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City and regardless of delivery of and payment for the Bonds.

10. Effective. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

11. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds for the City.

12. Governing Law. This Purchase Agreement shall be governed by the laws of the State applicable to contracts made and performed in the State.

13. Counterparts. This Purchase Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Very truly yours,

PIPER SANDLER & CO., as Underwriter

By: _____
Authorized Officer

ACCEPTED:

CITY OF ROSEVILLE, CALIFORNIA, for and
on behalf of the City's Creekview Community
Facilities District No. 1 (Public Facilities)

By: _____
Assistant City Manager/Chief Financial
Officer

Time: ____p.m.

EXHIBIT A

MATURITY SCHEDULE

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2023**

<i>Maturity Date (September 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Yield</i>	<i>Price</i>	<i>10% Test Used</i>	<i>Hold the Offering Price Used</i>
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^C Priced to the optional call date of September 1, 20__ at ____%.

^T Term Bond.

The purchase price of the Bonds shall be \$_____, which is the principal amount thereof (\$_____) [plus/less] [net] original issue [premium/discount] of \$_____ and less Underwriter's discount of \$_____.

Optional Redemption. The Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, 20__ at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u> %
September 1, 20__ through August 31, 20__	
September 1, 20__ through August 31, 20__	
September 1, 20__ through August 31, 20__	
September 1, 20__ and any date thereafter	

Mandatory Redemption from Prepayments. The Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u> %
____ 1, 20__ through and including March 1, 20__	
September 1, 20__ and March 1, 20__	
September 1, 20__ and March 1, 20__	
September 1, 20__ and any Interest Payment Date thereafter	

Mandatory Sinking Fund Redemption. The Term Bonds maturing September 1, 20__ and September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__ and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds Maturing September 1, 20

<u>Sinking Fund Redemption Date (September 1)</u>	<u>Sinking Fund Payment</u>
---	---------------------------------

(maturity)

Term Bonds Maturing September 1, 20__

<u>Sinking Fund Redemption Date (September 1)</u>	<u>Sinking Fund Payment</u>
---	---------------------------------

(maturity)

The amounts in the foregoing tables will be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the Bonds.

EXHIBIT B

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2023**

RULE 15c2-12 CERTIFICATE

The undersigned hereby certifies and represents that he is the Assistant City Manager/Chief Financial Officer of the City of Roseville, California (the “**City**”), and, as such, is duly authorized to execute and deliver this certificate and further hereby certifies that:

(1) this certificate is being delivered in connection with the sale and issuance of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds, Series 2023 (the “**Bonds**”) in order to enable the underwriter of the Bonds to comply with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (the “**Rule**”);

(2) in connection with the sale and issuance of the Bonds, there has been prepared a Preliminary Official Statement dated _____, 2023 setting forth information concerning the Bonds and the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 (the “Preliminary Official Statement”); and

(3) except for the Permitted Omissions, the Preliminary Official Statement is deemed final within the meaning of the Rule. As used herein, the term “**Permitted Omissions**” refers to the offering price(s), interest rates(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters, all as set forth in the Rule.

IN WITNESS WHEREOF, I have hereunto set my hand as of _____, 2023.

CITY OF ROSEVILLE, CALIFORNIA

By: _____
Its: Assistant City Manager/Chief Financial Officer

EXHIBIT C

FORM OF ISSUE PRICE CERTIFICATE

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2023**

The undersigned, on behalf of Piper Sandler & Co. (“**Piper**”) hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the “**Bonds**”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***[Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) Piper offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “**Initial Offering Prices**”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, dated _____, 2023, by and between Piper and the Issuer, Piper has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

3. ***Reserve Fund.***

The establishment of the Reserve Fund for the in the amount of the Reserve Requirement (as such terms are defined in the Fiscal Agent Agreement dated as of _____ 1, 2023, by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent, pursuant to which the Bonds are being issued) was vital to the marketing of the Bonds and reasonably required to assure payment of debt service on the Bonds.

4. ***Defined Terms.***

(a) ***General Rule Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) [Hold-the-Offering-Price Maturities means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) Holding Period means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date _____, 2023), or (ii) the date on which Piper has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d) Issuer means the City of Roseville.

(e) Maturity means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(f) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) [Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2023.

(h) Underwriter means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).]

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Piper’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in a Certificate as to Arbitrage and Tax Compliance Procedures for the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall, A Professional Law Corporation in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

PIPER SANDLER & CO.

By:_____

Name:_____

Dated: _____, 2023

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)]

EXHIBIT D

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2023**

**LETTER OF REPRESENTATIONS OF ANTHEM UNITED CREEKVIEW
DEVELOPMENTS LIMITED PARTNERSHIP**

_____, 2023

In connection with the issuance and sale of the above-captioned bonds (the “**Bonds**”), and pursuant to Section 4(d)(11) of the Bond Purchase Agreement (the “**Bond Purchase Agreement**”) to be executed by and between City of Roseville, California (the “**City**”), for and on behalf of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the “**District**”), and Piper Sandler & Co. (the “**Underwriter**”), Anthem United Creekview Developments Limited Partnership, a Washington limited partnership (the “**Master Developer**”), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof as set forth herein. Unless otherwise indicated, capitalized terms used herein and not defined have the meaning given to them in the Bond Purchase Agreement.

1. The Master Developer is duly organized and validly existing under the laws of the State of Washington and has all requisite right, power, and authority to: (i) execute and deliver this Letter of Representations of Anthem United Creekview Developments Limited Partnership (the “**Letter of Representations**”) and the Master Developer Continuing Disclosure Certificate; and (ii) undertake all of the transactions on its part described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, certain of the property within Improvement Area No. 2 of the District is held in the name of the Master Developer (herein, the “**Property**”). The undersigned, on behalf of the Master Developer, make the representations herein with respect to all such Property.

3. The Master Developer has, or will have prior to the Closing, duly authorized the execution and delivery of the Master Developer Continuing Disclosure Certificate at the Closing and the performance by the Master Developer of its obligations thereunder.

4. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned,¹ (a) the Master Developer and its Affiliates,² are not in breach of or in default

¹ “**Actual Knowledge of the Undersigned**” means the knowledge that the individuals signing on behalf of the Master Developer currently have as of the date of this Letter of Representations or have obtained through: (i) interviews with such current officers and responsible employees of the Master Developer and its Affiliates as the undersigned have determined are reasonably likely, in the ordinary course of their respective duties, to have knowledge of the matters that are set forth in this Letter of Representations; and/or (ii) review of documents that were reasonably available to the undersigned and which the undersigned have reasonably deemed necessary in order for the undersigned to obtain knowledge of the matters that are set forth in this Letter

under any applicable judgment or decree or any loan agreement, option agreement, development agreement, indenture, bond, or note (collectively, the “**Material Agreements**”) to which the Master Developer or its Affiliates are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect the Master Developer’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax due with respect to the Property (to the extent the responsibility of the Master Developer) prior to delinquency and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

5. Except as described in the Preliminary Official Statement, there is no material indebtedness of the Master Developer or its Affiliates that is secured by an interest in the Property. To the Actual Knowledge of the Undersigned, neither the Master Developer nor any of its Affiliates is in default on any obligation to repay borrowed money, which default is reasonably likely to materially and adversely affect the Master Developer’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax due with respect to the Property (to the extent the responsibility of the Master Developer) prior to delinquency.

6. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending against the Master Developer (with proper service of process to the Master Developer having been accomplished) or, to the Actual Knowledge of the Undersigned, is pending against any Affiliate of the Master Developer (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned is overtly threatened in writing against the Master Developer or any such Affiliate which, if successful, is reasonably likely to materially and adversely affect the Master Developer’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax (to the extent the responsibility of the Master Developer) prior to delinquency.

7. As of the date thereof, to the Actual Knowledge of the Undersigned, the Preliminary Official Statement, solely with respect to information contained therein with respect to the Master Developer, its Affiliates, ownership of the Property, the Master Developer’s development plan, the Master Developer’s financing plan, the Master Developer’s lenders, if any, and contractual arrangements of the Master Developer or any Affiliate of the Master Developer (including, if material to the Master Developer’s development plan or the Master Developer’s financing plan, other

of Representations. The undersigned have not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Master Developer’s current business and operations. Officers and employees no longer working for the Master Developer or its Affiliates have not been contacted.

² “**Affiliate**” means, with respect to the Master Developer, any other Person: (i) who directly, or indirectly through one or more intermediaries, is currently controlling, controlled by, or under common control with the Master Developer; and (ii) for whom information, including financial information or operating data, concerning such Person is material to potential investors in their evaluation of the Property and investment decision regarding the Bonds (i.e., information relevant to: (a) the Master Developer’s development plans with respect to the Property and ability to pay the Special Tax on the Property prior to delinquency; or (b) such Person’s assets or funds that would materially affect the Master Developer’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax on the Property prior to delinquency). “**Person**” means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision thereof. For purposes hereof, the term “**control**” (including the terms “**controlling**,” “**controlled by**” or “**under common control with**”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

loans of such Affiliates) as set forth under the captions entitled “IMPROVEMENT AREA NO. 2 PLANNED DEVELOPMENT”, “THE MASTER DEVELOPER”, “SPECIAL RISK FACTORS—Property Values and Property Development—*Endangered and Threatened Species*” and “CONTINUING DISCLOSURE—The Merchant Builders—*Master Developer Continuing Disclosure Compliance*” (excluding therefrom, in each case, information which is identified as having been provided by a source other than the Master Developer), is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

8. The Master Developer covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Master Developer and its Affiliates which it controls will not bring any action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body that in any way seeks to challenge or overturn the formation of the District, to challenge the adoption of the ordinance of the City levying the Special Tax within the District, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the notice of special tax lien relating thereto. The foregoing covenant shall not prevent the Master Developer or any Affiliate in any way from bringing any other action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body including, without limitation, (a) an action or suit contending that the Special Tax has not been levied in accordance with the methodologies contained in the District’s Rate, Method of Apportionment, and Manner of Collection of Special Tax pursuant to which the Special Tax is levied, (b) an action or suit with respect to the application or use of the Special Tax levied and collected, (c) an action or suit to enforce the obligations of the City and/or the District under the Formation Documents, the District Documents, or any other agreements among the Master Developer or its Affiliates, the City, and/or the District or to which the Master Developer or its Affiliates is a party or beneficiary (including, but not limited to, the Fiscal Agent Agreement).

9. Except as disclosed in the Preliminary Official Statement or as a matter of public record (including, without limitation, liens for *ad valorem* tax obligations), to the Actual Knowledge of the Undersigned, no public debt secured by a tax or assessment on the Property exists or is in the process of being authorized that would include any portion of the Property.

10. To the Actual Knowledge of the Undersigned, the Master Developer has not been delinquent to any material extent in the payment of any *ad valorem* property tax, special assessment or special tax on property owned by the Master Developer during the period of its ownership included within the boundaries of a community facilities district or an assessment district within California within the last five (5) years that (a) caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being commenced in a court of law against the Master Developer.

11. The Master Developer intends to comply with the provision of the Mello-Roos Community Facilities District Act of 1982, as amended relating to the Notice of Special Tax described in Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof.

12. To the Actual Knowledge of the Undersigned, the Master Developer is able to pay its bills as they become due and no legal proceedings are pending against the Master Developer (with

proper service of process to the Master Developer having been accomplished) or, to the Actual Knowledge of the Undersigned, overtly threatened in writing in which the Master Developer may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize or readjust its debts, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

13. Based upon its current development plans, including, without limitation, its current budget, and subject to economic conditions and risks generally inherent in the development of real property, many of which are beyond the control of the Master Developer, and except as disclosed in the Preliminary Official Statement including in the sections entitled “IMPROVEMENT AREA NO. 2 PLANNED DEVELOPMENT” and “THE MASTER DEVELOPER,” the Master Developer currently expects that it will have sufficient funds and/or sources of funds to develop the Property as described in the Preliminary Official Statement and to pay the Special Tax (to the extent the responsibility of the Master Developer) levied against the Property prior to delinquency. The Master Developer reserves the right to change its development plan and financing plan for the Property at any time without notice.

14. Solely as to the limited information described in Paragraph 7 above (and subject to the limitations and exclusions set forth in Paragraph 7), the Master Developer agrees to indemnify and hold harmless, to the extent permitted by law, the City, the District, and their officials and employees, and each Person, if any (each, an “**Indemnified Party**” and together, the “**Indemnified Parties**”), who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or of Section 20 of the Securities Exchange Act of 1934, as amended, against all claims, damages, or liabilities (collectively, “**Claims**”) incurred by an Indemnified Party under any statute or at law or in equity, to the extent that such Claims arise from an untrue statement by the Master Developer of a material fact contained in the information described in Paragraph 7 above (and subject to the limitations and exclusions set forth in Paragraph 7), as of the date of the Preliminary Official Statement, or the omission by the Master Developer to state in the Preliminary Official Statement, as of its date, a material fact necessary to make the statements made by the Master Developer contained therein, in light of the circumstances under which they were made not misleading. This indemnity provision shall not be construed as a limitation on any other liability which the Master Developer may otherwise have to any Indemnified Party, provided that in no event shall the Master Developer be obligated for double indemnification. Further, in no event shall the Master Developer’s liability under this indemnification provision extend to any claims, damages, liability, losses or costs arising out of or related to the negligence or willful misconduct of an Indemnified Party.

In the event that a covered Claim is brought against any Indemnified Party, such Indemnified Party shall promptly notify the Master Developer in writing; provided that the failure to notify the Master Developer shall not relieve it from any liability that it may have hereunder except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Master Developer shall not relieve it from any liability that it may have to an Indemnified Party otherwise than under the above paragraph unless such liability was also conditioned upon such notice. If any proceeding shall be brought or asserted against an Indemnified Party upon a covered Claim, and it shall have notified the Master Developer thereof, the Master Developer shall retain counsel reasonably satisfactory to the Indemnified Party (who may be counsel to the Master Developer) to represent the Indemnified Party in such proceeding regarding the covered Claim and shall pay the fees and expenses of such counsel solely with respect to such proceeding, as incurred. Any Indemnified Party shall have the right to retain its own counsel in such

proceeding, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Master Developer and the Indemnified Party shall have mutually agreed to the contrary; (ii) the Master Developer has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Party; (iii) the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Master Developer such that a material conflict of interest exists for such counsel; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Master Developer and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. It is understood and agreed that the Master Developer shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Parties, and that all such fees and expenses, to the extent reasonable, shall be paid or reimbursed as they are incurred. Any such separate firm shall be designated in writing by such Indemnified Parties. The Master Developer shall not be liable for any settlement of any proceeding effected without its written consent. The Master Developer shall not, without the written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding upon a covered Claim in respect of which any Indemnified Party is a party, unless such settlement (x) includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

15. If, between the date hereof and the Closing Date, to the Actual Knowledge of the Undersigned, any event relating to or affecting the Master Developer, its Affiliates, ownership of the Property, the Master Developer's development plan, the Master Developer's financing plan, the Master Developer's lenders, if any, and contractual arrangements of the Master Developer or any Affiliate of the Master Developer (including, if material to the Master Developer's development plan or the Master Developer's financing plan, other loans of such Affiliates) shall occur which the undersigned believe would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 7 hereof (and subject to the limitations and exclusions set forth in Paragraph 7), to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the undersigned shall notify the City and the Underwriter and if in the opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Master Developer shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance reasonably satisfactory to counsel to the City and to the Underwriter.

16. On behalf of the Master Developer, we have reviewed the contents of this Certificate and have met with counsel to the Master Developer for the purpose of discussing the meaning of its contents.

The undersigned have executed this Letter of Representations solely in their capacity as authorized representatives of the Master Developer and they will have no personal liability arising from or relating to this Letter of Representations.

ANTHEM UNITED CREEKVIEW DEVELOPMENTS
LIMITED PARTNERSHIP,
a Washington limited partnership

By: Anthem United Creekview Management, LLC,
a Washington limited liability company,
its General Partner

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT E

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2023**

**CLOSING CERTIFICATE OF ANTHEM UNITED CREEKVIEW DEVELOPMENTS
LIMITED PARTNERSHIP**

Dated: _____, 2023

In connection with the issuance and sale of the above-captioned bonds (the “**Bonds**”), and pursuant to Section 4(d)(11) of the Bond Purchase Agreement (the “**Bond Purchase Agreement**”) to be executed by and between City of Roseville, California (the “**City**”), for and on behalf of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the “**District**”), and Piper Sandler & Co. (the “**Underwriter**”), Anthem United Creekview Developments Limited Partnership, a Washington limited partnership (the “**Master Developer**”), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof. Capitalized terms used herein that are not defined herein shall have the meanings ascribed to such terms in the Letter of Representations of Anthem United Creekview Developments Limited Partnership, dated _____, 2023 (the “**Letter of Representations**”), delivered by the Master Developer.

(1) The undersigned are duly authorized to execute this Closing Certificate of Anthem United Creekview Developments Limited Partnership (the “**Closing Certificate**”) on behalf of the Master Developer.

(2) The Master Developer is duly authorized to execute, deliver and perform its Master Developer Continuing Disclosure Certificate.

(3) The Master Developer has duly executed and delivered the Master Developer Continuing Disclosure Certificate.

(4) Except as disclosed in the final Official Statement relating to the Bonds (the “**Final Official Statement**”), to the Actual Knowledge of the Undersigned, no event has occurred since the date of the Preliminary Official Statement which has materially and adversely affected or is reasonably expected to materially and adversely affect the business, properties, operations or financial condition of the Master Developer.

(5) The representations and warranties made by the Master Developer in the Letter of Representations are true and correct in all material respects on and as of the date hereof, with the same effect as if made on the date hereof, except that all references to the Preliminary Official Statement in the Letter of Representations shall be deemed references to the Final Official Statement.

(6) For the period through 25 days after the “end of the underwriting period” as defined in the Bond Purchase Agreement to mean the Closing Date, if any event relating to or

affecting the Master Developer, its Affiliates, ownership of the Property, the Master Developer's development plan, the Master Developer's financing plan, the Master Developer's lenders, if any, and contractual arrangements of the Master Developer or any Affiliates of the Master Developer (including, if material to the Master Developer's development plan or the Master Developer's financing plan, other loans of such Affiliates) shall occur as a result of which it is necessary, in the opinion of the Underwriter or counsel to the City, to amend or supplement the Official Statement in order to make the information under the sections of the Preliminary Official Statement indicated in Paragraph 7 of the Letter of Representations (and subject to the limitations and exclusions set forth in Paragraph 7 of the Letter of Representations) not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, the Master Developer shall reasonably cooperate with the City and the Underwriter in the preparation of an amendment or supplement to the Official Statement in form and substance reasonably satisfactory to the Underwriter and Disclosure Counsel which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

The undersigned have executed this Closing Certificate solely in their capacity as authorized representatives of the Master Developer and they will have no personal liability arising from or relating to this Closing Certificate.

ANTHEM UNITED CREEKVIEW DEVELOPMENTS
LIMITED PARTNERSHIP,
a Washington limited partnership

By: Anthem United Creekview Management, LLC,
a Washington limited liability company,
its General Partner

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT F

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2023**

**FORM OF NEGATIVE ASSURANCE LETTER FROM COUNSEL TO THE MASTER
DEVELOPER**

_____, 2023

City of Roseville Creekview Community
Facilities District No. 1 (Public Facilities)
311 Vernon Street
Roseville, California 95678

Piper Sandler & Co.
3626 Fair Oaks Blvd., Suite 100
Sacramento, California 95864

Re: \$_____ City of Roseville Creekview Community Facilities District No. 1
 (Public Facilities), Improvement Area No. 2, Special Tax Bonds, Series 2023

Ladies and Gentlemen:

We have acted as special counsel to Anthem United Creekview Developments Limited Partnership, a Washington limited partnership (the “**Master Developer**”), in connection with the development of certain property owned by the Master Developer (the “**Property**”) located within the boundaries of Improvement Area No. 2 of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the “**District**”) and in connection with the issuance by the District of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities), Improvement Area No. 2, Special Tax Bonds, Series 2023 (the “**Bonds**”). The Bonds are described in that certain Official Statement dated _____, 2023 (the “**Official Statement**”).

The Bonds are being sold to Piper Sandler & Co., as underwriter (the “**Underwriter**”), pursuant to that certain Bond Purchase Agreement, dated _____, 2023 (the “**Bond Purchase Agreement**”), by and between the Underwriter and the City of Roseville (the “**City**”) on behalf of the District. This letter is provided for the benefit of the District and the Underwriter pursuant to Section 4(d)(13) of the Bond Purchase Agreement.

We advise you that we are not general counsel to the Master Developer and do not represent the Master Developer on a continuing basis. Rather, we represent the Master Developer as requested from time to time on specific matters.

The primary purpose of our professional engagement was not to establish or confirm factual matters or quantitative information. We are not passing upon and do not assume any responsibility

for the accuracy, completeness, or fairness of any of the statements contained in the Official Statement and make no representation that we have independently verified the accuracy, completeness, or fairness of any such statements. However, in our capacity as special counsel to the Master Developer, we reviewed those sections of the Official Statement described below and we participated in conferences with representatives of the Master Developer, the Underwriter, Jones Hall, as Bond and Disclosure Counsel, Stradling Yocca Carlson & Rauth, as Underwriter's Counsel, and others, during which conferences the contents of the Official Statement and related matters were discussed. We have reviewed only the electronic version of the Official Statement delivered to Robert M. Haight, Jr. (robert.haight@hkclaw.com) on _____, 2023, from _____ (the “**Official Electronic Version**”), and we assume that any printed version and all other electronic versions of the Official Statement are identical in all respects to such Official Electronic Version. Our statements herein with respect to the Official Statement do not pertain to any printed or electronic version of the Official Statement that is not identical in all respects to the Official Electronic Version. We also reviewed certain written statements of officers and other representatives of the Master Developer and others as to the existence and consequence of certain factual and other matters.

Based on our participation, review, and reliance as described above, we advise you that no information came to the attention of the lawyers in our firm rendering legal services in connection with such representation that caused us to believe that, as of the date of the Official Statement and as of the date hereof, the statements contained in the Official Statement relating to the Master Developer and its Affiliates (as defined in the Letter of Representations of Anthem Creek United Developments Limited Partnership, dated _____, 2023), ownership of the Property, the Master Developer’s development plan, the Master Developer’s financing plan, the Master Developer’s lenders, if any, and contractual arrangements of the Master Developer or any Affiliate of the Master Developer (including, if material to the Master Developer’s development plan or the Master Developer’s financing plan, other loans of such Affiliates) as set forth under the captions entitled “IMPROVEMENT AREA NO. 2 PLANNED DEVELOPMENT”, “THE MASTER DEVELOPER”, “SPECIAL RISK FACTORS—Property Values and Property Development—*Endangered and Threatened Species*” and “CONTINUING DISCLOSURE—The Merchant Builders—*Master Developer Continuing Disclosure Compliance*” (but, under all captions, excluding any information cited as coming from a source other than the Master Developer, and excluding any information regarding any appraisal, any absorption study, and market value ratio and annual special tax ratio, and except that no belief or view is expressed as to (a) any financial statements and other financial, statistical, economic, demographic, or engineering data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions, or expressions of opinion, or (b) any information about valuation, appraisals, market absorption, archaeological, or environmental matters), contained or contains any untrue statement of a material fact or omitted or omits a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. For purposes of this paragraph, “**attention**” refers to the conscious awareness of each of the lawyers in our firm who actively participated in rendering legal services in connection with such representation and “**believe**” refers to the actual, subjective, good faith belief of each of those lawyers. Please be advised that only Robert M. Haight, Jr. has rendered such legal services in connection with such representation.

We express no view or belief as to the applicability or effect on the subject transaction of the securities laws of the State of California or of the United States of America, including but not limited to the Securities Act of 1933, as amended.

No attorney-client relationship has existed or exists between our firm and the City, the District, or the Underwriter in connection with the Bonds or by virtue of this letter. This letter is delivered as of the date hereof and is furnished solely for the benefit of the addressees in connection with the subject transaction and may not be relied upon for any other purpose or furnished to, used, circulated, quoted, or referred to by any other person without our prior written consent. This letter is not intended to, and may not, be relied upon by any owners of the Bonds.

Our engagement with respect to this matter has terminated as of the date hereof, and we do not undertake to advise you of any matters that may come to our attention subsequent to the date hereof that may affect the statements set forth herein.

This letter is limited to the matters expressly set forth herein, and no belief or assurance is implied or may be inferred beyond the matters expressly stated herein.

Sincerely yours,

EXHIBIT G

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2023**

LETTER OF REPRESENTATIONS OF [_____]

_____, 2023

In connection with the issuance and sale of the above-captioned bonds (the “**Bonds**”), and pursuant to Section 4(d)(14) of the Bond Purchase Agreement (the “**Bond Purchase Agreement**”) to be executed by and between City of Roseville, California (the “**City**”), for and on behalf of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the “**District**”), and Piper Sandler & Co. (the “**Underwriter**”), [_____] a [_____] (the “**Builder**”), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof as set forth herein. Unless otherwise indicated, capitalized terms used herein and not defined have the meaning given to them in the Bond Purchase Agreement.

1. The Builder is duly organized and validly existing under the laws of the State of [_____] and has all requisite right, power, and authority to: (i) execute and deliver this Letter of Representations (the “**Letter of Representations**”) and a Builder Continuing Disclosure Certificate; and (ii) undertake all of the transactions on its part described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, certain of the property within Improvement Area No. 2 of the District is held in the name of the Builder [or Winding Creek C-21 – Roseville, a California limited partnership] (herein, the “**Property**”). The undersigned, on behalf of the Builder, make the representations herein with respect to all such Property.

3. The Builder has, or will have prior to the Closing, duly authorized the execution and delivery of a Builder Continuing Disclosure Certificate at the Closing and the performance by the Builder of its obligations thereunder.

4. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned,¹ (a) the Builder and its Affiliates,² are not in breach of or in default under any

¹ “**Actual Knowledge of the Undersigned**” means the knowledge that the individuals signing on behalf of the Builder currently have as of the date of this Letter of Representations or have obtained through: (i) interviews with such current officers and responsible employees of the Builder and its Affiliates as the undersigned have determined are reasonably likely, in the ordinary course of their respective duties, to have knowledge of the matters that are set forth in this Letter of Representations; and/or (ii) review of documents that were reasonably available to the undersigned and which the undersigned have reasonably deemed necessary in order for the undersigned to obtain knowledge of the matters that are set forth in this Letter of Representations. The undersigned have not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Builder’s current business and operations. Officers and employees no longer working for the Builder or its Affiliates have not been contacted.

applicable judgment or decree or any loan agreement, option agreement, development agreement, indenture, bond, or note (collectively, the “**Material Agreements**”) to which the Builder or its Affiliates are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect the Builder’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax due with respect to the Property (to the extent the responsibility of the Builder) prior to delinquency and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

5. Except as described in the Preliminary Official Statement, there is no material indebtedness of the Builder or its Affiliates that is secured by an interest in the Property. To the Actual Knowledge of the Undersigned, neither the Builder nor any of its Affiliates is in default on any obligation to repay borrowed money, which default is reasonably likely to materially and adversely affect the Builder’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax due with respect to the Property (to the extent the responsibility of the Builder) prior to delinquency.

6. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending against the Builder (with proper service of process to the Builder having been accomplished) or, to the Actual Knowledge of the Undersigned, is pending against any Affiliate of the Builder (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned is overtly threatened in writing against the Builder or any such Affiliate which, if successful, is reasonably likely to materially and adversely affect the Builder’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax (to the extent the responsibility of the Builder) prior to delinquency.

7. As of the date thereof, to the Actual Knowledge of the Undersigned, the Preliminary Official Statement, solely with respect to information contained therein with respect to the Builder, its Affiliates, ownership of the Property, the Builder’s development plan, the Builder’s financing plan, the Builder’s lenders, if any, and contractual arrangements of the Builder or any Affiliate of the Builder (including, if material to the Builder’s development plan or the Builder’s financing plan, other loans of such Affiliates) as set forth under the captions entitled “**MERCHANT BUILDER INFORMATION—[]**” and “**CONTINUING DISCLOSURE—The Merchant Builders—[]**” (excluding therefrom, in each case, information which is identified as having been provided by a source other than the Builder), is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

² “**Affiliate**” means, with respect to the Builder, any other Person: (i) who directly, or indirectly through one or more intermediaries, is currently controlling, controlled by, or under common control with the Builder; and (ii) for whom information, including financial information or operating data, concerning such Person is material to potential investors in their evaluation of the Property and investment decision regarding the Bonds (i.e., information relevant to: (a) the Builder’s development plans with respect to the Property and ability to pay the Special Tax on the Property prior to delinquency; or (b) such Person’s assets or funds that would materially affect the Builder’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax on the Property prior to delinquency). “**Person**” means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision thereof. For purposes hereof, the term “**control**” (including the terms “**controlling**,” “**controlled by**” or “**under common control with**”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

8. The Builder covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Builder and its Affiliates which it controls will not bring any action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body that in any way seeks to challenge or overturn the formation of the District, to challenge the adoption of the ordinance of the City levying the Special Tax within the District, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the notice of special tax lien relating thereto. The foregoing covenant shall not prevent the Builder or any Affiliate in any way from bringing any other action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body including, without limitation, (a) an action or suit contending that the Special Tax has not been levied in accordance with the methodologies contained in the District's Rate, Method of Apportionment, and Manner of Collection of Special Tax pursuant to which the Special Tax is levied, (b) an action or suit with respect to the application or use of the Special Tax levied and collected, (c) an action or suit to enforce the obligations of the City and/or the District under the Formation Documents, the District Documents, or any other agreements among the Builder or its Affiliates, the City, and/or the District or to which the Builder or its Affiliates is a party or beneficiary (including, but not limited to, the Fiscal Agent Agreement).

9. Except as disclosed in the Preliminary Official Statement or as a matter of public record (including, without limitation, liens for *ad valorem* tax obligations), to the Actual Knowledge of the Undersigned, no public debt secured by a tax or assessment on the Property exists or is in the process of being authorized that would include any portion of the Property.

10. To the Actual Knowledge of the Undersigned, the Builder has not been delinquent to any material extent in the payment of any *ad valorem* property tax, special assessment or special tax on property owned by the Builder during the period of its ownership included within the boundaries of a community facilities district or an assessment district within California within the last five (5) years that (a) caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being commenced in a court of law against the Builder.

11. The Builder intends to comply with the provision of the Mello-Roos Community Facilities District Act of 1982, as amended relating to the Notice of Special Tax described in Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof.

12. To the Actual Knowledge of the Undersigned, the Builder is able to pay its bills as they become due and no legal proceedings are pending against the Builder (with proper service of process to the Builder having been accomplished) or, to the Actual Knowledge of the Undersigned, overtly threatened in writing in which the Builder may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize or readjust its debts, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

13. Based upon its current development plans, including, without limitation, its current budget, and subject to economic conditions and risks generally inherent in the development of real property, many of which are beyond the control of the Builder, and except as disclosed in the Preliminary Official Statement including in the sections entitled "MERCHANT BUILDER INFORMATION—[_____]," the Builder currently expects that it will have sufficient funds

and/or sources of funds to develop the Property as described in the Preliminary Official Statement and to pay the Special Tax (to the extent the responsibility of the Builder) levied against the Property prior to delinquency. The Builder reserves the right to change its development plan and financing plan for the Property at any time without notice.

14. Solely as to the limited information described in Paragraph 7 above (and subject to the limitations and exclusions set forth in Paragraph 7), the Builder agrees to indemnify and hold harmless, to the extent permitted by law, the City, the District, and their officials and employees, and each Person, if any (each, an “**Indemnified Party**” and together, the “**Indemnified Parties**”), who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or of Section 20 of the Securities Exchange Act of 1934, as amended, against all claims, damages, or liabilities (collectively, “**Claims**”) incurred by an Indemnified Party under any statute or at law or in equity, to the extent that such Claims arise from an untrue statement by the Builder of a material fact contained in the information described in Paragraph 7 above (and subject to the limitations and exclusions set forth in Paragraph 7), as of the date of the Preliminary Official Statement, or the omission by the Builder to state in the Preliminary Official Statement, as of its date, a material fact necessary to make the statements made by the Builder contained therein, in light of the circumstances under which they were made not misleading. This indemnity provision shall not be construed as a limitation on any other liability which the Builder may otherwise have to any Indemnified Party, provided that in no event shall the Builder be obligated for double indemnification. Further, in no event shall the Builder’s liability under this indemnification provision extend to any claims, damages, liability, losses or costs arising out of or related to the negligence or willful misconduct of an Indemnified Party.

In the event that a covered Claim is brought against any Indemnified Party, such Indemnified Party shall promptly notify the Builder in writing; provided that the failure to notify the Builder shall not relieve it from any liability that it may have hereunder except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Builder shall not relieve it from any liability that it may have to an Indemnified Party otherwise than under the above paragraph unless such liability was also conditioned upon such notice. If any proceeding shall be brought or asserted against an Indemnified Party upon a covered Claim, and it shall have notified the Builder thereof, the Builder shall retain counsel reasonably satisfactory to the Indemnified Party (who may be counsel to the Builder) to represent the Indemnified Party in such proceeding regarding the covered Claim and shall pay the fees and expenses of such counsel solely with respect to such proceeding, as incurred. Any Indemnified Party shall have the right to retain its own counsel in such proceeding, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Builder and the Indemnified Party shall have mutually agreed to the contrary; (ii) the Builder has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Party; (iii) the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Builder such that a material conflict of interest exists for such counsel; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Builder and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. It is understood and agreed that the Builder shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Parties, and that all such fees and expenses, to the extent reasonable, shall be paid or reimbursed as they are incurred. Any such separate firm shall be designated in writing by such Indemnified Parties. The Builder shall not be liable for any settlement

of any proceeding effected without its written consent. The Builder shall not, without the written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding upon a covered Claim in respect of which any Indemnified Party is a party, unless such settlement (x) includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

15. If, between the date hereof and the Closing Date, to the Actual Knowledge of the Undersigned, any event relating to or affecting the Builder, its Affiliates, ownership of the Property, the Builder's development plan, the Builder's financing plan, the Builder's lenders, if any, and contractual arrangements of the Builder or any Affiliate of the Builder (including, if material to the Builder's development plan or the Builder's financing plan, other loans of such Affiliates) shall occur which the undersigned believe would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 7 hereof (and subject to the limitations and exclusions set forth in Paragraph 7), to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the undersigned shall notify the City and the Underwriter and if in the opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Builder shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance reasonably satisfactory to counsel to the City and to the Underwriter.

16. On behalf of the Builder, we have reviewed the contents of this Certificate and have met with counsel to the Builder for the purpose of discussing the meaning of its contents.

The undersigned have executed this Letter of Representations solely in their capacity as authorized representatives of the Builder and they will have no personal liability arising from or relating to this Letter of Representations.

[_____, a _____]

By: _____

Name: _____

Title: _____

EXHIBIT H

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2023**

CLOSING CERTIFICATE OF [_____]

Dated: _____, 2023

In connection with the issuance and sale of the above-captioned bonds (the “**Bonds**”), and pursuant to Section 4(d)(15) of the Bond Purchase Agreement (the “**Bond Purchase Agreement**”) to be executed by and between City of Roseville, California (the “**City**”), for and on behalf of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the “**District**”), and Piper Sandler & Co. (the “**Underwriter**”), [_____], a [_____] (the “**Builder**”), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof. Capitalized terms used herein that are not defined herein shall have the meanings ascribed to such terms in the Letter of Representations executed by the Builder and dated _____, 2023 (the “**Letter of Representations**”), delivered by the Builder.

(1) The undersigned are duly authorized to execute this Closing Certificate (the “**Closing Certificate**”) on behalf of the Builder.

(2) The Builder is duly authorized to execute, deliver and perform its obligations under a Builder Continuing Disclosure Certificate.

(3) The Builder has duly executed and delivered the Builder Continuing Disclosure Certificate.

(4) Except as disclosed in the final Official Statement relating to the Bonds (the “**Final Official Statement**”), to the Actual Knowledge of the Undersigned, no event has occurred since the date of the Preliminary Official Statement which has materially and adversely affected or is reasonably expected to materially and adversely affect the business, properties, operations or financial condition of the Builder.

(5) The representations and warranties made by the Builder in the Letter of Representations are true and correct in all material respects on and as of the date hereof, with the same effect as if made on the date hereof, except that all references to the Preliminary Official Statement in the Letter of Representations shall be deemed references to the Final Official Statement.

(6) For the period through 25 days after the “end of the underwriting period” as defined in the Bond Purchase Agreement to mean the Closing Date, if any event relating to or affecting the Builder, its Affiliates, ownership of the Property, the Builder’s development plan, the Builder’s financing plan, the Builder’s lenders, if any, and contractual arrangements of the Builder or any Affiliates of the Builder (including, if material to the Builder’s

development plan or the Builder's financing plan, other loans of such Affiliates) shall occur as a result of which it is necessary, in the opinion of the Underwriter or counsel to the City, to amend or supplement the Official Statement in order to make the information under the sections of the Preliminary Official Statement indicated in Paragraph 7 of the Letter of Representations (and subject to the limitations and exclusions set forth in Paragraph 7 of the Letter of Representations) not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, the Builder shall reasonably cooperate with the City and the Underwriter in the preparation of an amendment or supplement to the Official Statement in form and substance reasonably satisfactory to the Underwriter and Disclosure Counsel which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

The undersigned have executed this Closing Certificate solely in their capacity as authorized representatives of the Builder and they will have no personal liability arising from or relating to this Closing Certificate.

[_____, a _____]

By: _____

Name: _____

Title: _____



COUNCIL COMMUNICATION

CC #: 2809

File #: 0206-03-01

Title:	The Ranch at Sierra Vista Community Facilities District No. 1, Series 2023 - Bond Issuance
Contact:	Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 6/21/2023

Item #: 9.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the issuance of special tax bonds for and on behalf of the City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities), approving and directing the execution of a supplemental agreement to fiscal agent agreement and bond purchase agreement, approving the form of the preliminary official statement, approving sale of such bonds, and approving other related documents and actions.

BACKGROUND

The Ranch at Sierra Vista CFD No. 1 was formed on January 16, 2019 by Council adoption of Resolution No. 19-30. On September 17, 2020, the first series of bonds were issued for \$20,875,000; and then on December 21, 2021, the second series of bonds were issued in the amount of \$13,290,000.

The 2023 bonds are being issued at the request of the developer for the District to: (i) construct and acquire certain public facilities of benefit to the District, (ii) provide for a deposit to a debt service reserve account for the 2023 bonds, (iii) provide capitalized interest for debt service due on the 2023 bonds, and (iv) pay costs of issuance of the 2023 bonds. The 2023 bonds are the third series of bonds to be issued for the District and have a not-to-exceed amount of \$16,000,000. The maximum aggregate principal indebtedness for the district is not to exceed \$210,000,000.

FISCAL IMPACT

The CFD will generate special taxes that will be paid by the property owners sufficient to pay the costs of the debt service, CFD administration, and any authorized pay-as-you-go facilities, as well as provide funding in the future for maintenance/replacement of constructed facilities. The

issuance of these bonds will not impact the City's General Fund.

ENVIRONMENTAL REVIEW

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

COMPLIANCE STATEMENT

In accordance with Government Code 5852.1, the following information consists of estimates of certain costs and charges for the Bonds that have been provided by the City's municipal financial advisor, which has been represented by such party to have been provided in good faith: (1) estimated true interest costs of the Bonds: 5.77%; (2) estimated finance charge of the Bonds (sum of all fees and charges paid to third parties): \$375,000; (3) estimated amount of proceeds of the Bonds received by the City (net of finance charges, reserves and capitalized interest, if any): \$12,626,665; and (4) estimated total payment amount (sum total of all payments to pay debt service on the Bonds plus the finance charge not paid with proceeds of the Bonds) calculated to the final maturity of the Bonds: \$33,154,917.

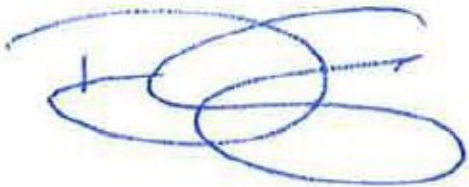
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

Resolution 23-290

Preliminary Official Statement

Suppliment No. 2 Fiscal Agent Agreement

Bond Purchase Agreement

RESOLUTION NO. 23-290

A RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF THE CITY OF ROSEVILLE THE RANCH AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF A SUPPLEMENTAL AGREEMENT TO FISCAL AGENT AGREEMENT AND BOND PURCHASE AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS

WHEREAS, this City Council (the "Council") of the City of Roseville (the "City") has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code (the "Act"), to form City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "District"), to authorize the levy of special taxes upon the land within the District, and to issue bonds secured by said special taxes for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District; and

WHEREAS, the Council, as legislative body of the District, previously authorized the issuance of special tax bonds of the City for the District in the maximum aggregate principal amount of not to exceed \$210,000,000 (the "Bond Authorization"); and

WHEREAS, the City previously issued for and on behalf of the District, its City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2020 (the "2020 Bonds") in the initial principal amount of \$20,875,000 and its City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2021 (the "2021 Bonds") in the initial principal amount of \$13,290,000, which 2020 Bonds and 2021 Bonds constituted the first and second series of bonds issued pursuant to the Bond Authorization; and

WHEREAS, City now desires to issue a third series of the special tax bonds pursuant to the Bond Authorization, as described in more detail herein (the "Bonds"); and

WHEREAS, there has been submitted to the Council a Supplemental Agreement No. 2 to Fiscal Agent Agreement (the "Supplement No. 2"), which will supplement and amend the Fiscal Agent Agreement, dated as of September 1, 2020, as supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of December 1, 2021 (as so supplemented, the "Fiscal Agent Agreement"), between the City and U.S. Bank Trust Company, National Association, as successor fiscal agent, providing for the issuance of the Bonds of the City for the District, and the Council, with the aid of City staff, has reviewed the Supplement No. 2 and found it to be in proper order, and now desires to approve the Supplement No. 2 and the issuance of the Bonds; and

WHEREAS, the City proposes to sell the Bonds to Stifel Nicolaus & Company, Incorporated, as underwriter (the "Underwriter"), pursuant to the terms of a Bond Purchase Agreement by and between the City and the Underwriter, and the Underwriter proposes to offer the Bonds to the investing public by means of a Preliminary Official Statement, and the Council, with the aid of City staff, has reviewed the Bond Purchase Agreement and the Preliminary

Official Statement and found them to be in proper order, and now desires to approve said documents; and

WHEREAS, the information required to be obtained and disclosed with respect to the Bonds by the Council in accordance with Section 5852.1 of the California Government Code is set forth in the staff report accompanying this Resolution; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds as contemplated by this Resolution and the documents referred to herein exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEVILLE RESOLVES AS FOLLOWS:

1. **Findings.** This Council finds and determines that it is prudent in the management and development of land in the City and the District to issue the Bonds, on a parity with the 2020 Bonds and 2021 Bonds, for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District.

2. **Law Applicable.** For the purposes of these proceedings in and for the District, the Act shall be the authority for the issuance of the Bonds.

3. **Bonds Authorized.** Pursuant to the Act, this Resolution and the Fiscal Agent Agreement, special tax bonds of the City for the District designated as "City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2023" in an aggregate principal amount not to exceed \$16,000,000 are hereby authorized to be issued. The Bonds shall be executed in the form set forth in and otherwise as provided in the Fiscal Agent Agreement.

The Bonds shall not be issued unless the value of the real property within the District subject to the special tax to pay debt service on the Bonds, the 2020 Bonds and the 2021 Bonds, based on assessed values and/or an appraisal by an independent appraiser hired by the City for the purpose of determining such value, is at least three (3) times the proposed principal amount of the outstanding bonds plus the Bonds proposed to be issued and secured by a special tax levied pursuant to the Act on property within the District.

4. **Supplement No. 2.** The Council hereby approves the Supplement No. 2 in the form presented to the Council at this meeting. The City Manager, Assistant City Manager/Chief Financial Officer, and such other person or persons as either of them may designate (collectively, the "Authorized Officers"), each acting alone or together with any other Authorized Officer, are each hereby authorized and directed to execute the Supplement No. 2, in such form, together with any additions thereto or changes therein deemed necessary or advisable by the Authorized Officer executing such document upon consultation with Jones Hall, A Professional Law Corporation, as bond counsel to the City ("Bond Counsel"). The proceeds of the Bonds shall be applied by the City for the purposes and in the amounts as set forth in the Supplement No. 2. The Council hereby authorizes the delivery and performance by the City of the Supplement No. 2 and the Fiscal Agent Agreement.

5. **Covenant to Foreclose.** The City hereby covenants, for the benefit of the owners of the Bonds, to commence and diligently pursue to completion any foreclosure action regarding delinquent installments of any amount levied as a special tax for the payment of interest or principal of the Bonds, said foreclosure action to be commenced and pursued as more completely set forth in the Fiscal Agent Agreement.

6. **Approval of Official Statement and Continuing Disclosure Certificate.** The Council hereby approves the Preliminary Official Statement with respect to the Bonds, in substantially the form on file with the City Clerk. Distribution of the Preliminary Official Statement by the City and the Underwriter is hereby approved, and, prior to the distribution of the Preliminary Official Statement, and each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed, on behalf of the City, to deem the Preliminary Official Statement "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule"). The execution of the final Official Statement, which shall include such changes and additions thereto deemed advisable by the Authorized Officer executing the same, and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, is hereby approved for delivery to the purchasers of the Bonds, and each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed to execute and deliver the final Official Statement for and on behalf of the City, with final pricing information included and with such changes and additions thereto deemed advisable by the Authorized Officer executing the same.

The Council hereby approves the Continuing Disclosure Certificate to be executed by the City, the form of which is attached as an exhibit to the Preliminary Official Statement. Each of the Authorized Officers is hereby authorized and directed to approve any changes in or additions to a final form of said Continuing Disclosure Certificate, and the execution thereof by an Authorized Officer shall be conclusive evidence of approval of any such changes and additions. The final Continuing Disclosure Certificate shall be executed in the name and on behalf of the City by an Authorized Officer.

7. **Approval of Bond Purchase Agreement.** The Council hereby approves the Bond Purchase Agreement 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 \$16,000,000, the true interest cost of the Bonds shall not exceed 6.0%, and the Underwriter's discount shall not exceed 1.75% of the par amount of the Bonds. 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 Bonds are hereby approved, confirmed and ratified, and the Authorized Officers of the City are hereby authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds in accordance with this resolution, including any acquisition agreement or amendment to acquisition agreement related to the Bonds, 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: COUNCILMEMBERS
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS
ABSTAIN: COUNCILMEMBERS

Mayor

ATTEST:

City Clerk

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2023**NEW ISSUE-FULL BOOK ENTRY****NOT RATED**

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 2023 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 2023 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
THE RANCH AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2023

Dated: Date of Delivery**Due: September 1, as shown below**

The bonds captioned above (the "2023 Bonds"), are being issued by the City of Roseville (the "City") by and through its The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "District"). The 2023 Bonds are special tax obligations of the City, authorized pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being California Government Code Section 53311, et seq. (the "Act"), and are issued pursuant to the Resolution of Issuance (as defined herein) and a Fiscal Agent Agreement dated as of September 1, 2020, as amended and supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of December 1, 2021 and a Supplemental Agreement No. 2 to Fiscal Agent Agreement, dated as of July 1, 2023 (collectively, the "Fiscal Agent Agreement") by and between the City and U.S. Bank Trust Company, National Association, as successor fiscal agent (the "Fiscal Agent"). The 2023 Bonds are being issued to (i) construct and acquire certain public facilities of benefit to the District, (ii) provide for a deposit to a debt service reserve account for the 2023 Bonds, (iii) pay capitalized interest on the 2023 Bonds through and including September 1, 2023, and (iv) pay costs of issuance of the 2023 Bonds. Interest on the 2023 Bonds is payable semiannually on March 1 and September 1 of each year, commencing September 1, 2023. The 2023 Bonds represent the third series of special tax bonds issued for the District, following issuance of special tax bonds for the District in 2020 and 2021 (the "2020 Bonds" and the "2021 Bonds," respectively), and the issuance of additional parity bonds is contemplated in the future, subject to the conditions set forth in the Fiscal Agent Agreement. See "THE BONDS – Authority for Issuance" and "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Future Parity Bonds."

The 2023 Bonds are being issued as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), and will be available to ultimate purchasers in the denomination of \$5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

The 2023 Bonds, 2021 Bonds and 2020 Bonds and anticipated future parity bonds are secured by and payable from a pledge of Special Tax Revenues (as defined herein) derived from Special Taxes (as defined herein) to be levied by the City on taxable real property within the boundaries of the District, from the proceeds of any foreclosure actions brought following a delinquency in the payment of the Special Taxes, and from amounts held in certain funds under the Fiscal Agent Agreement, all as more fully described herein. **Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the parcels within the District. In the event of delinquency, proceedings may be conducted only against the parcel of real property securing the delinquent Special Tax. There is no assurance the owners will be able to pay the Special Tax or that they will pay a Special Tax even though financially able to do so.** To provide funds for payment of the 2023 Bonds and the interest thereon as a result of any delinquent Special Taxes, the City will establish a debt service reserve account for the 2023 Bonds from proceeds of the 2023 Bonds, as described herein. The 2020 Bonds and 2021 Bonds are secured by separate debt service reserve accounts. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS."

Property currently in the District and subject to the Special Tax is planned for 1,163 single-family homes in the Sierra Vista Specific Plan area, which is located in the western portion of the City. Sierra Vista Communities, LLC, which is the master developer of the project (the "Master Developer"), has been undertaking the backbone infrastructure improvements, which are now nearly complete. In May 2022, the Master Developer and Lennar Homes of California, LLC sold 651 lots to a landbank with an option for Lennar Homes to purchase the lots over time. As of June 10, 2023 Lennar Homes had acquired 279 of the lots. As of the May 1, 2023 date of value in the Appraisal (described herein) 545 homes were owned by individual homeowners. For additional development information, see "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT" and "DEVELOPMENT IN THE DISTRICT."

The 2023 Bonds are subject to optional and mandatory redemption prior to maturity as described herein. See "THE BONDS – Redemption."

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY OF PLACER, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE 2023 BONDS, EXCEPT TO THE LIMITED EXTENT DESCRIBED HEREIN. THE 2023 BONDS DO NOT CONSTITUTE A DEBT OF THE CITY WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL DEBT LIMITATION. THE INFORMATION SET FORTH IN THIS OFFICIAL STATEMENT, INCLUDING INFORMATION UNDER THE HEADING "SPECIAL RISK FACTORS," SHOULD BE READ IN ITS ENTIRETY.

This cover page contains certain information for general reference only. It is not a summary of all of the provisions of the 2023 Bonds. Prospective investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. See "SPECIAL RISK FACTORS" herein for a discussion of the special risk factors that should be considered, in addition to the other matters and risk factors set forth herein, in evaluating the investment quality of the 2023 Bonds.

The 2023 Bonds are offered when, as and if issued, subject to approval as to their legality by Jones Hall, a Professional Law Corporation, San Francisco, California, Bond Counsel. Certain legal matters will also be passed on by Jones Hall, as Disclosure Counsel, and Stradling, Yocca, Carlson & Rauth, a Professional Corporation, Newport Beach, California, as counsel to the Underwriter. Certain legal matters will be passed upon for the City by the City Attorney. It is anticipated that the 2023 Bonds will be available for delivery to DTC on or about July ____, 2023.

[Stifel logo]

The date of this Official Statement is _____, 2023.

* Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

**CITY OF ROSEVILLE
THE RANCH AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2023**

MATURITY SCHEDULE

Maturity (Sept. 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP† ()
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\$ _____ % Term Bond Due September 1, 20____; Yield ____%; Price: ____%
CUSIP†: _____

† CUSIP 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 Rocucci, *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

Appraiser

Integra Realty Resources
Sacramento, California

Special Tax Administrator

Willdan Financial Services
Temecula, California

Fiscal Agent

U.S. Bank Trust Company, National Association
San Francisco, California

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the 2023 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 2023 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 2023 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 2023 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 2023 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 2023 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 2023 BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

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APPENDIX F – SUMMARY OF CERTAIN PROVISIONS OF FISCAL AGENT AGREEMENT

APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM

OFFICIAL STATEMENT

\$ _____ *

**CITY OF ROSEVILLE
THE RANCH AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2023**

This Official Statement, including the cover page and all Appendices hereto, is provided to furnish certain information in connection with the issuance by the City of Roseville (the “**City**”) by and through its The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the “**District**”) of the bonds captioned above (the “**2023 Bonds**”).

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Definitions of certain terms used herein and not defined herein have the meaning set forth in the Fiscal Agent Agreement. See APPENDIX F.

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and attached appendices, and the documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of the 2023 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 C.

The District. On November 28, 2018, the City Council of the City (the “**City Council**”), as legislative body of the District, adopted a Resolution of Intention to form the District under the Mello-Roos Community Facilities Act of 1982, as amended (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 January 16,

* Preliminary; subject to change.

2019, the City Council adopted a Resolution of Formation (the “**Resolution of Formation**”), which established the District and a future annexation area for the District (the “**Future Annexation Area**”), set forth the Rate and Method within the District and set forth the necessity to incur bonded indebtedness in a total amount not to exceed \$210,000,000. On the same day, an election was held within the District in which the qualified elector in the District approved the proposed bonded indebtedness and the levy of the Special Tax.

Since the District was formed, three annexations of property from the Future Annexation Area into the District have occurred. Property currently in the District and subject to the Special Tax is planned for 1,163 single-family homes in the Sierra Vista Specific Plan area, which is located in the western portion of the City. The entire project is planned for 1,281 residential units, which includes a 118-unit parcel in the Future Annexation Area zoned for high-density residential (HDR) uses. This does not include 99 acres of commercial, office or mixed-use development planned for the adjacent area. Only the land developing into 1,163 single-family homes within the District currently serves as security for the Bonds.

Sierra Vista Communities, LLC, a California limited liability company (the “**Master Developer**”), which is the master developer of the project, has been undertaking the backbone infrastructure improvements, which are now nearly complete. In May 2022, the Master Developer and Lennar Homes of California, LLC (“**Lennar Homes**”) sold 651 lots to AG EHC II (LEN) CA 2, L.P., a Delaware limited partnership (the “**Landbank Owner**”) with an option for Lennar Homes to purchase the lots over time. As of June 10, 2023 Lennar Homes had acquired 279 of the lots pursuant to an option agreement and Lennar Homes is scheduled to acquire the remainder of the lots monthly through September 2025. For additional development information, see “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT” and “DEVELOPMENT OF PROPERTY WITHIN THE DISTRICT.”

As of the May 1, 2023 date of the Appraisal (described herein) 545 homes have been sold by Lennar Homes to individual homeowners.

Authority for Issuance of the 2023 Bonds. The 2023 Bonds are issued pursuant to the Act, a resolution adopted by the City Council on June 21, 2023 (the “**Resolution of Issuance**”) and a Fiscal Agent Agreement dated as of September 1, 2020, as amended and supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of December 1, 2021 and Supplemental Agreement No. 2 to Fiscal Agent Agreement, dated as of July 1, 2023 (collectively, the “**Fiscal Agent Agreement**”), between the City and U.S. Bank Trust Company, National Association, as successor fiscal agent (the “**Fiscal Agent**”).

Bond Terms. The 2023 Bonds will be dated as of and bear interest from the date of delivery thereof at the rate or rates set forth on the cover page of this Official Statement. Interest on the 2023 Bonds is payable on March 1 and September 1 of each year (each an “**Interest Payment Date**”), commencing September 1, 2023. The 2023 Bonds will be issued without coupons in denominations of \$5,000 or any integral multiple thereof.

Registration of Ownership of 2023 Bonds. The 2023 Bonds will be issued only as fully registered bonds in book-entry form, registered in the name of Cede & Co., as nominee of The Depository Trust Company (“**DTC**”). Ultimate purchasers of 2023 Bonds will not receive physical certificates representing their interest in the 2023 Bonds. So long as the 2023 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 2023 Bonds. Payments of the principal, premium, if any, and interest on the 2023 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 2023 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 Direct Participants and Indirect Participants, as more fully described herein. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Use of Proceeds. Proceeds of the 2023 Bonds will primarily be used to finance a portion of the costs of acquiring and constructing certain public infrastructure improvements (the "**Improvements**," as described herein) as part of the development being undertaken by the Master Developer in the District. The Improvements consist generally of water, wastewater, drainage, roadway and other infrastructure improvements necessary for development of property within the District and the surrounding area, as well as park and open space improvements (which include environmental mitigation costs) and related fees. See "THE IMPROVEMENTS." Proceeds of the 2023 Bonds will also be used to fund a debt service reserve account for the 2023 Bonds, fund capitalized interest for the 2023 Bonds through and including September 1, 2023, and pay costs of issuance.

Security and Source of Payment of the 2023 Bonds. As security for the payment of the 2023 Bonds, outstanding parity bonds and any future parity bonds, 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 Council through the application of the Rate, Method of Apportionment, and Manner of Collection of Special Tax for the District, which has been amended to reflect the annexation of property subsequent to the formation of the District (as so amended, the "**Rate and Method**"). The Rate and Method is set forth in its entirety in APPENDIX A hereto. Pursuant to the Rate and Method, a "Facilities Special Tax" will be levied and collected until the earlier of (i) the Transition Year or (ii) Fiscal Year 2082-83, and a "Maintenance Special Tax" will be levied and collected beginning in the Transition Year. *Only the "Facilities Special Tax" is pledged to the payment of the 2023 Bonds, and the definition of "**Special Taxes**" used in the Fiscal Agent Agreement and this Official Statement refers only to the "Facilities Special Tax" levied in accordance with the Rate and Method.* See "SECURITY AND SOURCES OF PAYMENT OF THE BONDS – Special Tax Methodology."

The 2023 Bonds are payable from the "**Special Tax Revenues**," consisting of the proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes, net of the administration charge of the County (currently at 1%), but do not include any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure. The 2023 Bonds are also payable from amounts held in certain funds and accounts pursuant to the Fiscal Agent Agreement, including a reserve fund, all as more fully described herein. See "–2023 Reserve Account of the Reserve Fund," below.

The Special Taxes represent liens on the parcels of land subject to a Special Tax, and failure to pay the Special Taxes could result in proceedings to foreclose the delinquent property. The Special Taxes do not constitute the personal indebtedness of the owners of taxed parcels. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology" and "APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

Parity Bonds. The maximum authorized indebtedness for the District is \$210,000,000, and the 2023 Bonds constitute the third series of special tax bonds issued under this authorization. The first series of special tax bonds for the District, the City of Roseville The Ranch at Sierra Vista

Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2020 (the “**2020 Bonds**”), were issued in the principal amount of \$20,875,000. The second series of special tax bonds for the District, the City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2021 (the “**2021 Bonds**”), were issued in the principal amount of \$13,290,000. Following issuance of the 2023 Bonds in the principal amount of \$_____, remaining bond authorization for the District will be \$_____*. In addition, the bond authorization includes an expectation that the City may utilize a portion of the available authorized bond amount for the funding of certain deferred impact fees owed to the City, anticipated to occur subsequent to payment in full of the 2020 Bonds, the 2021 Bonds and the 2023 Bonds, as described herein.

Any future parity bonds of the District (“**Additional Bonds**” and collectively with the 2020 Bonds, 2021 Bonds and the 2023 Bonds, the “**Bonds**”) are required to meet certain conditions of issuance as set forth in the Fiscal Agent Agreement. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Future Parity Bonds.”

Additional Bonds may be issued in the future to pay for additional Improvements and/or to pay for the Development Impact Fee Deferral as described below. However, the actual aggregate amount of Additional Bonds to fund Improvements and the Development Impact Fee Deferral may vary depending on interest rates at the time of bond issuance, the timing of each bond issue and other factors that may impact the timing and size of each bond issue.

2023 Reserve Account of the Reserve Fund. In connection with the issuance of the 2020 Bonds, a Reserve Fund (the “**Reserve Fund**”) was established by the Fiscal Agent under the Fiscal Agent Agreement. For each series of Bonds, separate reserve accounts will be established within the Reserve Fund. Accordingly, at the time of issuance of the 2023 Bonds, a reserve account for the 2023 Bonds will be established within the Reserve Fund for the benefit of the 2023 Bonds (the “**2023 Reserve Account**”) in the amount of the Reserve Requirement (defined herein) for the 2023 Bonds. If there are additional delinquencies after depletion of funds in the 2023 Reserve Account of the Reserve Fund, the City is not obligated to pay the 2023 Bonds or supplement the 2023 Reserve Account of the Reserve Fund except to the extent Special Tax Revenues are available for such purpose. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS — Reserve Fund.”

Development and Ownership of Property in District. As noted above, property currently in the District and subject to the Special Tax is planned for 1,163 single-family homes in the Sierra Vista Specific Plan area, which is located in the western portion of the City.

* Preliminary, subject to change.

The Master Developer, which began as a joint venture between Lennar Homes and certain other entities as described herein, is now 100% owned by Lennar Homes. Construction of infrastructure by the Master Developer is underway and mostly complete. Home construction and sales are ongoing in all phases of the project. As of May 1, 2023, 545 homes were owned by individual homeowners.

The Master Developer and Lennar Homes have transferred certain lots in the District to the Landbank Owner, as described herein. See “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT” and “DEVELOPMENT OF PROPERTY WITHIN THE DISTRICT.”

Value Estimate of Property in District. Taxable real property within the District is security for the Special Tax securing the Bonds. The County Assessor has reflected home values for 194 completed single family homes on the fiscal year 2023 assessment roll (the “**Assessed Property**”). For the balance of the taxable property in the District, the City authorized the preparation of an appraisal report with a May 1, 2023 date of value (the “**Appraisal**”) for property planned for 969 homes (collectively, the “**Appraised Property**”). The Assessed Property and the Appraised Property together provide a composite value for the District. As of the date of value, the total estimated value (the “**Composite Value**”) was estimated as follows:

Ownership	No. of Parcels/Lots	Aggregate Value
Aggregate Value of Appraised Properties	969	\$311,000,000
Aggregate Value of Existing Homes based on Assessed Value	<u>194</u>	<u>123,519,390</u>
Total Composite Value	1,163	\$434,519,390

A complete copy of the Appraisal is attached to this Official Statement as APPENDIX B. In considering the estimates of value evidenced by the Appraisal, it should be noted that the Appraisal is based upon a number of standard and special assumptions and conditions which affect the estimates as to value and should be carefully reviewed by prospective investors in their entirety. See “VALUE OF PROPERTY WITHIN THE DISTRICT – The Appraisal.”

Value-to-Lien Ratio. As shown above, the Composite Value of taxable land in the District as of May 1, 2023 was \$434,519,390, which is approximately 7.86* times the \$55,252,964* aggregate estimated principal amount of the Bonds (consisting of the 2020 Bonds, the 2021 Bonds and 2023 Bonds) and overlapping debt. Value-to-lien ratios on individual parcels may vary considerably from this average. See “APPENDIX B – The Appraisal” and “VALUE OF PROPERTY WITHIN THE DISTRICT – Value to Special Tax Burden Ratios” herein.

Risks of Investment. See the section of this Official Statement entitled “SPECIAL RISK FACTORS” for a discussion of special factors that should be considered, in addition to the other matters set forth herein, in considering the investment quality of the 2023 Bonds. ***In particular, no assurance can be given that the timing of construction of homes and/or sale of homes projected by Lennar Homes in this Official Statement will not be delayed as a result of the COVID-19 pandemic. Neither the City nor the Underwriter can predict the impact of COVID-19 on home production and home sales activities or the willingness of owners of land in the District, including Lennar Homes, to pay the Special Taxes securing the 2023 Bonds. See “SPECIAL RISK FACTORS – COVID-19 Pandemic.”***

Limited Obligation of the City. The general fund of the City is not liable and the full faith and credit of the City is not pledged for the payment of the interest on, or principal of or redemption premiums, if any, on the 2023 Bonds. The 2023 Bonds are not secured by a legal or equitable pledge of or charge, lien or encumbrance upon any property of the City or any of its income or receipts, except the money in the funds established and pledged to the 2023 Bonds under the

* Preliminary; subject to change.

Fiscal Agent Agreement, and neither the payment of the interest on nor principal of or redemption premiums, if any, on the 2023 Bonds is a general debt, liability or obligation of the City. The 2023 Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restrictions, and neither the City Council, the City nor any officer or employee thereof are liable for the payment of the interest on or principal of or redemption premiums, if any, on the 2023 Bonds other than from the proceeds of the Special Taxes and the money in the funds established and pledged to the 2023 Bonds, as provided in the Fiscal Agent Agreement.

Summary of Information. Brief descriptions of certain provisions of the Fiscal Agent Agreement, the Bonds and certain other documents are included herein. The descriptions and summaries of documents herein do not purport to be comprehensive or definitive, and reference is made to each such document for the complete details of all its respective terms and conditions, copies of which are available for inspection at the office of the Chief Financial Officer of the City. All statements herein with respect to certain rights and remedies are qualified by reference to laws and principles of equity relating to or affecting creditors' rights generally. Capitalized terms used in this Official Statement and not otherwise defined herein have the meanings ascribed to such terms in the Fiscal Agent Agreement. The information and expressions of opinion herein speak only as of the date of this Official Statement and are subject to change without notice. Neither delivery of this Official Statement, any sale made hereunder, nor any future use of this Official Statement shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the District since the date hereof.

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

ESTIMATED SOURCES AND USES OF FUNDS

A summary of the estimated sources and uses of funds associated with the sale of the 2023 Bonds follows:

Estimated Sources of Funds:

Principal Amount of 2023 Bonds	\$
Plus/Less: [Net] Original Issue Premium/Discount	
Total	\$

Estimated Uses of Funds:

Deposit to Improvement Fund	\$
Deposit to 2023 Reserve Account of the Reserve Fund ⁽¹⁾	
Deposit to Capitalized Interest Account of Bond Fund ⁽²⁾	
Costs of Issuance ⁽³⁾	
Total	\$

(1) Equal to the Reserve Requirement for the 2023 Bonds.

(2) Capitalized interest on the 2023 Bonds through and including September 1, 2023.

(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.

THE BONDS

Authority for Issuance

General. The 2023 Bonds are issued pursuant to the Fiscal Agent Agreement, the Resolution of Issuance and the Act.

On November 28, 2018, 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 January 16, 2019, the City Council adopted the Resolution of Formation, which established the District and the Future Annexation Area, set forth the Rate and Method within the District and set forth the necessity to incur bonded indebtedness in a total amount not to exceed \$210,000,000. On the same day, an election was held within the District in which the Master Developer, as the sole qualified elector in the District, approved the proposed bonded indebtedness and the levy of the Special Tax.

In 2020 the City issued a first series of special tax bonds in the principal amount of \$20,875,000, and in 2021 issued a second series in the amount of \$13,290,000,

Use of Bond Authorization for Development Impact Fee Deferral Bonds. In connection with the approval of development in the District, the City agreed that payment of certain impact fees owed by the Master Developer and Lennar Homes in the District will be deferred (referred to as the “Development Impact Fee Deferral” in the Rate and Method) to allow payment of the deferred fees after the 2020 Bonds have been fully paid. The City expects to receive payment for the deferred impact fees either through continued collection of Special Taxes or through the issuance of future bonds after the 2020 Bonds have matured. If the City chooses to issue bonds to pay deferred impact fees, the remaining authorization will be available to be utilized by the City as a means therefor.

Description of the Bonds

Bond Terms. The 2023 Bonds will be dated as of and bear interest from the date of delivery thereof at the rates and mature in the amounts and years, as set forth on the cover page hereof. The 2023 Bonds are being issued in the denomination of \$5,000 or any integral multiple thereof.

Interest on the 2023 Bonds will be payable semiannually on March 1 and September 1 of each year (each an “**Interest Payment Date**”), commencing September 1, 2023. The principal of the 2023 Bonds and premiums due upon the redemption thereof, if any, will be payable in lawful money of the United States of America at the designated corporate trust office of the Fiscal Agent, or such other place as designated by the Fiscal Agent, upon presentation and surrender of the 2023 Bonds; provided that so long as any 2023 Bonds are in book-entry form, payments with respect to such 2023 Bonds will be made by wire transfer, or such other method acceptable to the Fiscal Agent, to DTC.

Book-Entry Only System. The 2023 Bonds are being issued as fully registered bonds, registered in the name of Cede & Co., as nominee of The Depository Trust Company (“**DTC**”), and will be available to ultimate purchasers under the book-entry system maintained by DTC. Ultimate purchasers of 2023 Bonds will not receive physical certificates representing their interest in the 2023 Bonds. So long as the 2023 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 2023 Bonds. The Fiscal Agent will make payments of the principal, premium, if any, and interest on the 2023 Bonds directly to DTC, or its nominee, Cede & Co., so long as DTC or Cede & Co. is the registered owner of the 2023 Bonds. Disbursements of such payments to DTC's Participants are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of DTC's Direct Participants and Indirect Participants, as more fully described herein. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Calculation and Payment of Interest. Interest on the 2023 Bonds will be computed on the basis of a 360-day year consisting of twelve 30-day months. Interest on the 2023 Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on each Interest Payment Date by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs whether or not such day is a Business Day (the "**Record Date**") preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date, of any Owner of \$1,000,000 or more in aggregate principal amount of 2023 Bonds; provided that so long as any 2023 Bonds are in book-entry form, payments with respect to such 2023 Bonds will be made by wire transfer, or such other method acceptable to the Fiscal Agent, to DTC. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Each 2023 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 closing date for the 2023 Bonds; provided, however, that if at the time of authentication of a 2023 Bond, interest is in default thereon, such 2023 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 2023 Bonds are registered in the name of Cede & Co., as nominee of DTC, payments of the principal, premium, if any, and interest on the 2023 Bonds will be made directly to DTC, or its nominee, Cede & Co. Disbursements of such payments to DTC's Participants are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of DTC's Direct Participants and Indirect Participants, as more fully described herein. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Redemption*

Optional Redemption. The 2023 Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, 20__ at the following respective redemption prices (expressed as percentages of the principal amount of the 2023 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

* Preliminary; subject to change.

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 20__ through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

Mandatory Redemption From Prepayments. The 2023 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 2023 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
Interest Payment Dates through and including March 1, 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

Prepayments will be allocated to the redemption of each series of Bonds as nearly as practicable on a proportionate basis based on the outstanding principal amount of each series. Such allocations shall be applied to redeem each series as nearly as practicable on a pro rata basis among maturities of each respective series, in increments of \$5,000; provided, however, that, for Prepayments of less than \$50,000, the City may specify in an Officer's Certificate that Prepayments be applied to one or more maturities of one or more series so long as there is delivered to the Fiscal Agent a Certificate of the Special Tax Consultant that, following such redemption from Prepayments, the maximum Special Taxes that may be levied in each Fiscal Year is not less than 110% of Maximum Annual Debt Service.

In connection with receipt of a Prepayment, the City may release from the Reserve Account related to each series of Bonds an amount corresponding to the applicable credit to be received based on the principal amount of each series prepaid, as determined by the City, provided that the release shall not cause the amount in each such Reserve Account to be less than the applicable Reserve Requirement.

See "SPECIAL RISK FACTORS – Potential Early Redemption of Bonds from Prepayments" for a discussion of the potential for the 2023 Bonds to be priced with original issue premium and then be redeemed from Special Tax prepayments prior to maturity.

Mandatory Sinking Fund Redemption. The Term 2023 Bonds maturing September 1, 20__ and September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__ and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term 2023 Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
---	-------------------------

(maturity)

Term 2023 Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
---	-------------------------

(maturity)

The amounts in the foregoing tables may be reduced pro rata, in order to maintain substantially proportional debt service coverage, as a result of any prior partial optional redemption or mandatory redemption of the 2023 Bonds.

Purchase in Lieu of Redemption. In lieu of redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2023 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 2023 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

Redemption Procedure by Fiscal Agent. The Fiscal Agent will cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any 2023 Bonds designated for redemption, at their addresses appearing on the registration books in the Principal Office of the Fiscal Agent; but such mailing is not a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, will not affect the validity of the proceedings for the redemption of such 2023 Bonds.

Such notice will state the redemption date and the redemption price and, if less than all of the then Outstanding 2023 Bonds are to be called for redemption, will designate the CUSIP numbers and bond numbers of the 2023 Bonds to be redeemed by giving the individual CUSIP number and bond number of each 2023 Bond to be redeemed or will state that all 2023 Bonds between two stated bond numbers, both inclusive, are to be redeemed or that all of the 2023 Bonds of one or more maturities have been called for redemption, will state as to any 2023 Bond called in part the principal amount thereof to be redeemed, and will require that such 2023 Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and will state that further interest on such 2023 Bonds will not accrue from and after the redemption date.

The City has the right to rescind any notice of the optional redemption of 2023 Bonds and such notice may be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2023 Bonds then called for redemption.

Whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the 2023 Bonds of any maturity, the City will select the 2023 Bonds to be redeemed, from all 2023 Bonds or such given portion thereof of such maturity by lot in any manner which the City in its sole discretion deems appropriate. Upon surrender of 2023 Bonds redeemed in part only, the City will execute and the Fiscal Agent will authenticate and deliver to the registered Owner, at the expense of the City, a new 2023 Bond or 2023 Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2023 Bond or 2023 Bonds.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2023 Bonds so called for redemption are deposited in the Bond Fund, such 2023 Bonds so called will cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in such notice.

Transfer or Exchange of Bonds

So long as the 2023 Bonds are registered in the name of Cede & Co., as nominee of DTC, transfers and exchanges of 2023 Bonds will be made in accordance with DTC procedures. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM." Any 2023 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 2023 Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form approved by the Fiscal Agent. Whenever any 2023 Bond or 2023 Bonds are surrendered for transfer or exchange, the City will execute and the Fiscal Agent will authenticate and deliver a new 2023 Bond or 2023 Bonds, for a like aggregate principal amount of 2023 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 transfer or exchange will be paid by the City. The Fiscal Agent will collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfers or exchanges of 2023 Bonds will be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of 2023 Bonds for redemption or (ii) with respect to a 2023 Bond after such 2023 Bond has been selected for redemption.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

Special Taxes

The Bonds (consisting of the 2020 Bonds, the 2021 Bonds, the 2023 Bonds and any Additional Bonds that may be issued in the future) are payable from and secured by proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes (but excluding any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure), and net of administration charges of the County (currently 1%) (the “**Special Tax Revenues**”). All of the Special Tax Revenues and all moneys deposited in the Bond Fund and, until disbursed as provided herein, in the Improvement Fund and the Special Tax Fund are pledged to secure the repayment of the Bonds. In addition, with respect to each Series of Bonds, all moneys in the applicable subaccount of the Reserve Fund for such Series is pledged to secure the repayment of the applicable Series. The Special Tax Revenues and all moneys deposited into such funds (except as otherwise provided in the Fiscal Agent Agreement) are dedicated to the payment of the principal of, including any mandatory sinking fund payments, and interest and any premium on, the Bonds as provided in the Fiscal Agent Agreement and in the Act until all of the Bonds have been paid and retired or defeased in accordance with the Fiscal Agent Agreement.

A Special Tax applicable to each taxable parcel in the District will be levied and collected according to the tax amount determined by the City Council through the application of the Rate and Method administered by Willdan Financial Services, Temecula, California (the “**Special Tax Administrator**”) and set forth in APPENDIX A hereto for all taxable properties in the District. In August 2021 the Rate and Method was amended to account for one of the three annexations of land into the District from the Future Annexation Area. See APPENDIX A.

Prior to remittance of the Special Tax collections to the City, the County deducts and retains a 1% County administration fee, as noted above. Interest and principal on the Bonds is payable from the annual Special Tax Revenues to be paid to the City from Special Tax levies and collections on taxable property within the District, from amounts held in certain funds and accounts established under the Fiscal Agent Agreement and from the proceeds, if any, from the sale of such property for delinquency of such Special Taxes.

The Special Taxes are exempt from the property tax limitation of Article 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 Rate and Method 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 City may levy in any year, and from which principal and interest on the Bonds is to be paid, is strictly limited by the maximum rates approved by the qualified electors within the District, which is set forth in the Rate and Method. Under the Rate and Method, Special Taxes for the purpose of making payments on the Bonds will be levied annually in an amount not in excess of the maximum approved amount. The Special Taxes and any interest earned on the Special Taxes constitute a trust fund for the principal of and interest on the Bonds pursuant to the Fiscal Agent Agreement and, so long as the principal of and interest on these obligations remains unpaid, the Special Taxes and investment earnings thereon will not

be used for any other purpose, except as permitted by the Fiscal Agent Agreement, and will be held in trust for the benefit of the owners thereof and will be applied pursuant to the Fiscal Agent Agreement. The Rate and Method apportions the Annual Facilities Costs (as defined in the Rate and Method and described below) among the taxable parcels of real property within the District according to the rate and methodology set forth in the Rate and Method. See “Special Tax Methodology” below. See also “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.”

Special Tax Methodology

As security for the payment of the 2023 Bonds, as well as the outstanding 2020 and 2021 parity bonds and any future parity bonds, 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 Council through the application of the Rate, Method of Apportionment, and Manner of Collection of Special Tax for the District, which has been amended to reflect the annexation of property subsequent to the formation of the District (as so amended, the “**Rate and Method**”). The Rate and Method is set forth in its entirety in APPENDIX A hereto.

Pursuant to the Rate and Method, a “Facilities Special Tax” will be levied and collected until the earlier of (i) the Transition Year or (ii) Fiscal Year 2082-83, and a “Maintenance Special Tax” will be levied and collected beginning in the Transition Year. For the definition of “Transition Year” and related matters, see APPENDIX A. *Only the “Facilities Special Tax” is pledged to the payment of the Bonds, and the definition of “**Special Taxes**” used in the Fiscal Agent Agreement and this Official Statement refers only to the “Facilities Special Tax” levied in accordance with the Rate and Method. Capitalized terms set forth in this section and not otherwise defined have the meanings set forth in the Rate and Method.*

The City may levy the Special Tax up to the amount of the Maximum Annual Facilities Special Tax set forth in the Rate and Method, if conditions so require. The City has covenanted to annually levy the Special Taxes in an amount at least sufficient to pay the Annual Facilities Costs (as defined below). Because each Special Tax levy is limited to the Maximum Annual Facilities Special Tax rates authorized as set forth in the Rate and Method, no assurance can be given that, in the event of Special Tax delinquencies, the amount of the Annual Facilities Costs will in fact be collected in any given year. In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. See “SPECIAL RISK FACTORS – Tax Delinquencies” herein. The Special Taxes are collected for the City by the County in the same manner and at the same time as *ad valorem* property taxes.

Determination of Annual Facilities Costs. Each year, the City will determine the Annual Facilities Costs of the District for the upcoming Fiscal Year. The “**Annual Facilities Costs**” includes the following amounts (less any available earnings on any reserve fund, special tax funds, available capitalized interest or any other available revenues):

- (i) Debt Service to be paid from Facilities Special Taxes;

(ii) the amount needed to replenish bond reserve funds to the level required by Bond documents, to the extent not included in a computation of Annual Facilities Costs in a previous Fiscal Year;

(iii) Administrative Expenses for such Fiscal Year;

(iv) the amount needed to (1) cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year, and (2) to fund any foreseeable deficiency of the amount to be available for the payment of principal or interest on Bonds which are expected to occur in the current or any previous Fiscal Year, to the extent not already included in the calculation of Annual Facilities Costs;

(v) the amount needed to (1) cure any delinquencies in the payment of the Facilities Special Taxes in the prior Fiscal Year, (2) to fund any foreseeable deficiency of the amount to be available for the payment of Facilities Special Taxes which are expected to occur in such Fiscal Year, in each case, to the extent not already included in the calculation of Annual Facilities Costs;

(vi) pay-as-you-go expenditures for authorized improvements; and

(vii) during the Deferral Bonding Period, the amount needed to pay Development Impact Fee Deferrals not financed by Bonds.

The Annual Facilities Costs is the basis for the amount of Special Tax to be levied within the District. In no event may the City levy a Special Tax in any year above the Maximum Annual Facilities Special Tax identified for each parcel in the Rate and Method.

Parcels Subject to the Facilities Special Tax. For each fiscal year in which the Facilities Special Tax will be levied, 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 parcels within each zone within the District pursuant to the Rate and Method. Taxable Parcels that are acquired by a public agency after the District is formed will remain subject to the Facilities Special Tax unless a “trade” resulting in no loss of Facilities Special Tax revenue can be made, as described in the Rate and Method. See APPENDIX A.

Limitation on Increases in Levy of Facilities Special Tax. If owners are delinquent in the payment of Facilities Special Taxes, the City may not increase Facilities Special Tax levies to make up for delinquencies for prior Fiscal Years above the Maximum Facilities Special Tax rates specified for each category of property within the District. In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the Bonds. See “SPECIAL RISK FACTORS.”

Duration of the Facilities Special Tax; Transition Year. The Facilities Special Tax will be levied and collected (up to maximum allowable amount) until the earlier of (i) the Transition Year or (ii) Fiscal Year 2082-83. Transition Year means the first Fiscal Year following the Fiscal Year in which the Transition Event occurred, and Transition Event means the earlier of (i) after the period in which bonds are outstanding or refunded which financed costs other than the

Development Impact Fee Deferral (defined in the Rate and Method as the “Initial Bonding Period”), the Fiscal Year in which the Administrator determines the Development Impact Fee Deferral has been repaid in full to the City and the City determines funding is no longer needed for Annual Facilities Costs, or (ii) Fiscal Year 2083-84. Initial Bonding Period means the period in which Bonds are outstanding or refunded which financed Authorized Facilities costs other than the Development Impact Fee Deferral.

Prepayment of the Facilities Special Tax. The Rate and Method provides that landowners may prepay some of the Facilities Special Tax by a cash settlement with the City. The amount of the prepayment required is to be calculated according to a formula set forth in the Rate and Method, which is generally based on the net present value of the remaining years in which the Facilities Special Tax will be collected, including the effect of a 2% per year escalation factor applicable for the time Bonds remain outstanding using a discount rate equal to the most current yield for the 30-year Treasury Constant Maturity as the discount factor, plus an amount representing the Development Impact Fee Deferral Amount (which amount is not available for prepayment of the Bonds), all as described in Section 8 of the Rate and Method set forth in APPENDIX A. Prepayment is only allowed if the City determines that the prepayment does not jeopardize its ability to make timely payments of debt service on outstanding Bonds.

Levy of Annual Special Tax; Maximum 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, certain delinquencies, administration of the District, and for payment of pay-as-you-go expenditures (to the extent permitted by the City) for the 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 identified for each parcel in the Rate and Method. The attachments to the Rate and Method set forth the maximum Special Tax that may be levied in each fiscal year. See APPENDIX A.

The annual Special Tax was first levied for fiscal year 2021-22. The Special Tax levy is calculated each year by determining the amount needed to be generated by all Taxable Parcels in the District. The Special Tax (up to the maximum allowable amount) is levied against each Taxable Parcel until the Special Tax revenue equals such amount, however the Rate and Method establishes a priority for which properties will be levied a Special Tax. First, the Special Tax will be levied against all “Developed Parcels” in the District. If additional amounts are needed, a levy is made against each “Small Lot Tentative Map Parcel” in the District, then each “Large Lot Parcel” in the District, then each “Undeveloped Parcel” in the District. For single-family detached property, Developed Parcels are parcels shown on a Final Small Lot Subdivision Map recorded prior to May 1 of the preceding Fiscal Year. See “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.”

The City covenants in the Fiscal Agent Agreement to fix and levy the amount of Special Taxes within the District required for the payment of principal of and interest on any outstanding Bonds of the District becoming due and payable during the ensuing year, including any necessary replenishment or expenditure of the Reserve Fund for the Bonds and an amount estimated to be sufficient to pay the Administrative Expenses during such year, all in accordance with the Rate and Method. The Special Tax is authorized to be levied in an amount not to exceed the Maximum Special Tax levy as described in the Rate and Method notwithstanding that a lower amount is sufficient to pay debt service on the Bonds. The Rate and Method provides a mechanism whereby the City may utilize the pay-as-you-go component to pay for and/or reimburse developers for a portion of the cost of Improvements not funded by proceeds of the bonds issued for the District.

Proceeds of the annual Special Tax levy will first be used to pay the “Annual Facilities Costs” (which include debt service payments on the Bonds) other than pay-as-you-go expenditures, and the City contemplates that the levy will include a pay-as-you-go component in an amount up to the Maximum Annual Facilities Special Tax on Developed Parcels, for deposit, after deducting for debt service and administration, into the Improvement Fund for authorized costs not funded from Bond proceeds. See “THE IMPROVEMENTS” and “VALUE OF PROPERTY WITHIN THE DISTRICT.” See also “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology” above. See “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX” for a copy of the Rate and Method.

Special Tax Fund

When received, the Special Tax Revenues are required under the Fiscal Agent Agreement to be deposited into a Special Tax Fund to be held by the City in trust for the benefit of the City and the Owners of the Bonds. Within the Special Tax Fund, the City has established and will maintain the Surplus Account, to the credit of which the City will deposit surplus Special Tax Revenue, if any, as described below. Moneys in the Special Tax Fund will be disbursed as provided below and, pending any disbursement, will be subject to a lien in favor of the Owners of the Bonds.

All Special Tax Revenue will be deposited in the Special Tax Fund upon receipt. Prior to each Interest Payment Date, the City will withdraw from the Special Tax Fund and transfer (i) to the Fiscal Agent for deposit in the reserve accounts of the Reserve Fund, an amount which when added to the amount then on deposit therein is equal to the Reserve Requirement with respect to each series of Bonds, and (ii) to the Fiscal Agent for deposit in the Bond Fund an amount, taking into account any amounts then on deposit in the Bond Fund, such that the amount in the Bond Fund equals the principal, premium, if any, and interest due on the Bonds on the next Interest Payment Date; provided, however, that as soon as practicable after the receipt by the City of any prepayments of Special Taxes, but no later than 10 Business Days after such receipt, the City shall transfer such prepayments to the Fiscal Agent for deposit into the Prepayment Account of the Bond Fund to be used for the redemption of Bonds. At such time as deposits to the Special Tax Fund equal the principal, premium if any, and interest becoming due on the Bonds for the current Bond Year and the amount needed to restore the reserve accounts of the Reserve Fund balance to the Reserve Requirement with respect to each series of Bonds, the amount in the Special Tax Fund in excess of such amount may, at the discretion of the City, be transferred to the Surplus Account, which will occur on or after September 2nd of each year. From time to time, the City may withdraw from the Surplus Account of the Special Tax Fund amounts needed to pay the City’s administrative expenses and County fees; provided that such transfers will not be in excess of the portion of the Special Tax Revenues collected by the City that represent levies for administrative expenses. Moneys in the Surplus Account may also be transferred, at the City’s discretion, to the Improvement Fund to pay for costs of the Improvements (including reimbursements to developers for the cost of Improvements not funded from proceeds of bonds issued for the District) or authorized facility contributions, to pay the principal of, premium, if any, and interest on the Bonds or to replenish amounts in the Reserve Fund. See “THE IMPROVEMENTS – Construction and Acquisition of the Improvements.”

Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure

The Special Tax will be collected in the same manner and the same time as *ad valorem* property taxes, except at the City’s option, the Special Taxes may be billed directly to property owners or collected at a different time to meet the City’s financial obligations. In the event of a

delinquency in the payment of any installment of Special Taxes, the City is authorized by the Act to order institution of an action in superior court to foreclose the lien therefor.

The City has covenanted in the Fiscal Agent Agreement with and for the benefit of the Owners of the Bonds that it will annually on or before September 1 of each year review the public records of the County relating to the collection of the Special Tax in order to determine the amount of the Special Tax collected in the prior fiscal year, and if the City determines on the basis of such review that the amount so collected is deficient by more than 5% of the total amount of the Special Tax levied in the District in such Fiscal Year, it will within 30 days thereafter institute foreclosure proceedings as authorized by the Act in order to enforce the lien of the delinquent installment of the Special Tax against each separate lot or parcel of land in the District for which such installment of the Special Tax is delinquent, and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale; *provided*, that if the City determines on the basis of such review that (a) the amount so collected is deficient by less than 5% of the total amount of the Special Tax levied in the District in such Fiscal Year, but that property owned by any single property owner in the District is delinquent by more than \$5,000 with respect to the Special Tax due and payable by such property owner in such Fiscal Year, or (b) property owned by any single property owner in the District is delinquent cumulatively by more than \$3,250 with respect to the current and past Special Tax due (irrespective of the total delinquencies in the District), then the City will institute, prosecute and pursue such foreclosure proceedings in the time and manner provided herein against each such property owner.

Under the Act, foreclosure proceedings are instituted by the bringing of an action in the superior court of the county in which the parcel lies, naming the owner and other interested persons as defendants. The action is prosecuted in the same manner as other civil actions. In such action, the real property subject to the special taxes may be sold at a judicial foreclosure sale for a minimum price that will be sufficient to pay or reimburse the delinquent special taxes.

The owners of the Bonds benefit from the 2023 Reserve Account of 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 2023 Reserve Account of the Reserve Fund, there could be a default or a delay in payments of principal and interest to the owners of the Bonds pending prosecution of foreclosure proceedings and receipt by the City of the proceeds of foreclosure sales. Provided that it is not levying the Special Tax at the Maximum Annual Facilities Special Tax rates set forth in the Rate and Method, the City may adjust the Special Taxes levied on all property within the District subject to the Special Tax to provide an amount required to pay debt service on the Bonds and to replenish the reserve accounts within the Reserve Fund. However, such adjustment is subject to the Maximum Annual Facilities Special Tax and to the limitation described under the caption “–Special Tax Methodology” above.

Under current law, a judgment debtor (property owner) has at least 120 days from the date of service of the notice of levy to redeem the property to be sold. If a judgment debtor fails to redeem and the property is sold, his or her only remedy is an action to set aside the sale, which must be brought within 90 days of the date of sale. If, as a result of such an action a foreclosure sale is set aside, the judgment is revived and the judgment creditor is entitled to interest on the revived judgment as if the sale had not been made (California Code of Civil Procedure Section 701.680).

Foreclosure by court action is subject to normal litigation delays, the nature and extent of which are largely dependent upon the nature of the defense, if any, put forth by the debtor and

the condition of the calendar of the superior court of the county. Such foreclosure actions can be stayed by the superior court on generally accepted equitable grounds or as the result of the debtor's filing for relief under the Federal bankruptcy laws. The Act provides that, upon foreclosure, the Special Tax lien will have the same lien priority as is provided for *ad valorem* taxes and special assessments. See "VALUE OF PROPERTY WITHIN THE DISTRICT – Priority of Lien."

No assurances can be given that the real property subject to a judicial foreclosure sale will be sold or, if sold, that the proceeds of sale will be sufficient to pay any delinquent Special Tax installment. The Act does not require the 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.

2023 Reserve Account of Reserve Fund

In connection with the issuance of the 2020 Bonds, a Reserve Fund was established by the Fiscal Agent under the Fiscal Agent Agreement (the "**Reserve Fund**"). For each series of Bonds, separate reserve accounts have been and will be established within the Reserve Fund. Accordingly, at the time of issuance of the 2023 Bonds, a reserve account for the 2023 Bonds will be established within the Reserve Fund for the benefit of the 2023 Bonds (the "**2023 Reserve Account**") in the amount of the Reserve Requirement (defined herein) for the 2023 Bonds. If there are additional delinquencies after depletion of funds in the 2023 Reserve Account of the Reserve Fund, the City is not obligated to pay the 2023 Bonds or supplement the 2023 Reserve Account of the Reserve Fund except to the extent Special Tax Revenues are available for such purpose.

As used in the Fiscal Agent Agreement, "**Reserve Requirement**" means, with respect to any series of Bonds, the least of (i) 125% of the average Annual Debt Service with respect to the applicable series of Bonds; (ii) Maximum Annual Debt Service with respect to the applicable series of Bonds; and (iii) 10% of the original principal amount of the applicable series of Bonds (or, if the applicable series of Bonds has more than a de minimis amount of original issue discount or premium, 10% of the issue price of such series of Bonds); provided, that—

(a) the Reserve Requirement for each series of Bonds shall not increase after the date of issuance of such series of Bonds;

(b) in no event shall the City be obligated to deposit an amount in any reserve fund in excess of the amount permitted by the applicable provisions of the Code to be so deposited from the proceeds of tax-exempt bonds without having to restrict the yield of any investment purchased with any portion of such deposit and, if the amount of any such deposit is so limited, the Reserve Requirement shall be only the amount of such deposit as permitted by the Code; and

(c) the City may meet all or a portion of the Reserve Requirement with respect to any series of Bonds by depositing a Qualified Reserve Fund Credit Instrument.

For each series of Additional Bonds, the Fiscal Agent shall establish a separate subaccount within the Reserve Fund for such series and moneys in each subaccount shall be held in trust by the Fiscal Agent for the benefit of the Owners of the respective series of Bonds.

The City has the right to either meet the Reserve Requirement at the time of issuance of a series of Bonds or at any time thereafter to cause the Fiscal Agent to release cash from the Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (1) a Qualified Reserve Fund Credit Instrument, and (2) in the case of a release, an opinion of Bond Counsel stating that such release will not, of itself, cause the portion of the interest on the Bonds secured thereby to become includable in gross income for purposes of federal income taxation. Upon tender of such items to the Fiscal Agent in connection with a release of cash, the Fiscal Agent will transfer such funds to the City. Prior to the expiration of any Qualified Reserve Fund Credit Instrument, if applicable, the City is obligated either to replace such Qualified Reserve Fund Credit Instrument with a new Qualified Reserve Fund Credit Instrument, or to deposit or cause to be deposited with the Fiscal Agent an amount of funds such that the funds on deposit in the Reserve Fund together with all Qualified Reserve Fund Credit Instruments held by the Fiscal Agent is at least equal to the Reserve Requirement (which funds may come from a draw by the Fiscal Agent on the Qualified Reserve Fund Credit Instrument prior to its expiration).

“Qualified Reserve Fund Credit Instrument” means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Fiscal Agent, provided that all of the following requirements are met: (a) the long-term credit rating of such bank or insurance company is rated in the top two categories (without regard to modifier) by S&P or Moody’s at the time of issuance; (b) such letter of credit or surety bond has a term of at least 12 months; (c) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement being met by such instrument or with respect to which funds are proposed to be released pursuant to the Fiscal Agent Agreement; and (d) the Fiscal Agent is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments required pursuant to the Fiscal Agent Agreement.

Whenever, on the Business Day prior to any Interest Payment Date, the amount in any reserve account within the Reserve Fund exceeds the Reserve Requirement for the applicable series of Bonds covered by such reserve account, the Fiscal Agent shall provide written notice to the Chief Financial Officer of the amount of the excess. The Chief Financial Officer shall advise the Fiscal Agent in writing of the amount, if any, of any transfer required pursuant to the Fiscal Agent Agreement, and otherwise direct the Fiscal Agent to transfer an amount equal to the excess to the Improvement Fund, if the Project has not been completed as of the date of such transfer, or if the Project has been completed, to the Bond Fund to be used for the payment of the principal of and interest on the Outstanding Bonds covered by the applicable reserve account in accordance with the Fiscal Agent Agreement; provided, that to the extent that such excess results from the prepayment of Special Taxes and redemption of a portion of a series of Bonds, such amount shall be transferred to the Prepayment Account of the Bond Fund and applied to the redemption of the corresponding series of Bonds.

Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and make any other transfer required under the Fiscal Agent Agreement, the Fiscal Agent will transfer the amount in the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date, to the payment and redemption of all of the Outstanding Bonds. If the amount so transferred from the Reserve Fund to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds, the balance in the Reserve Fund will be transferred to the City, after payment of any amounts due the Fiscal Agent, to be used for any lawful purpose of the City.

Improvement Fund

Under the Fiscal Agent Agreement, there is established an Improvement Fund, which is to be held in trust by the Fiscal Agent and will be disbursed as provided in the Fiscal Agent Agreement for the payment or reimbursement of the costs of the construction and acquisition of the Improvements in accordance with the Acquisition Agreement (as described herein). Interest earnings from the investment of amounts in the Improvement Fund will be retained in the Improvement Fund to be used for the purposes of the Improvement Fund.

Upon completion of the Improvements and payment to the Master Developer or other entities that are due reimbursement for Improvements, the Fiscal Agent will transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with the Fiscal Agent Agreement, and the Improvement Fund will be closed. See "THE IMPROVEMENTS."

Future Parity Bonds

In 2020 the City issued a first series of special tax bonds in the principal amount of \$20,875,000, and in 2021 issued a second series in the amount of \$13,290,000, The Resolution of Formation authorizes the issuance of up to \$210,000,000 of special tax bonds for the District, of which the 2023 Bonds represent the third series. The City may, by a Supplemental Agreement, authorize the issuance of one or more additional series of Bonds (previously defined as the "**Additional Bonds**") payable from Special Taxes and secured by the Special Tax Revenues on a parity with the 2020 Bonds, the 2021 Bonds and the 2023 Bonds, as development progresses in the District, and upon compliance by the City with the conditions set forth in the Fiscal Agent Agreement, which include the following:

(i) There shall be deposited into a reserve account of the Reserve Fund, an amount at least equal to the Reserve Requirement with respect to such Additional Bonds.

(ii) For each Bond Year the Additional Bonds are Outstanding, projected Special Taxes Revenues, if levied at the maximum annual Special Tax rates per the Rate and Method, in each Fiscal Year are at least equal to 110% of Debt Service due in the Bond Year that begins in the corresponding Fiscal Year, as calculated by the special tax consultant to the City.

(iii) Both of the following conditions are met:

(A) Regarding All Parcels in the District: The aggregate value of all parcels in the District subject to the Special Tax, including then existing improvements and any facilities to be constructed or acquired with the proceeds

of the Additional Bonds, as determined by an MAI appraisal, assessed valuations shown on the then current County tax roll, or by a combination of both methods, is at least 3.00 times the sum of (1) the aggregate principal amount of all Bonds then Outstanding, plus (2) the aggregate principal amount of the Additional Bonds proposed to be issued, plus (3) the proportionate principal amount of any bonds then outstanding and payable from assessments which are a lien against property in the District, plus (4) a portion of the aggregate principal amount of all bonds issued under the Act, other than Bonds then Outstanding and the Additional Bonds, payable at least partially from special taxes to be levied on parcels of land subject to the Special Tax within the District (the “**Other Mello-Roos Bonds**”) equal to the aggregate principal amount of the Other Mello-Roos Bonds multiplied by a fraction, the numerator of which is the amount of special taxes levied for the Other Mello-Roos Bonds on parcels of land within the District subject to the Special Tax, and the denominator of which is the total amount of special taxes levied for the Other Mello-Roos Bonds on all parcels of land subject to the Special Tax against which the special taxes are levied to pay the Other Mello-Roos Bonds (such fraction to be determined based upon the special taxes which could be levied the year in which the Additional Bonds are issued, as determined by the City), based upon information from the most recent available Fiscal Year.

(B) Regarding Recently Annexed Parcels: The aggregate value of the Recently Annexed Parcels, including then existing improvements and any facilities to be constructed or acquired with the proceeds of the Additional Bonds, as determined by an MAI appraisal, assessed valuations shown on the then current County tax roll, or by a combination of both methods, is at least 3.00 times the sum of (1) the Attributable Principal Amount of all Bonds then Outstanding, plus (2) the Attributable Principal Amount of the Additional Bonds proposed to be issued, plus (3) the proportionate amount of any bonds then outstanding and payable from assessments which are a lien against the Recently Annexed Parcels, plus (4) the allocation of Other Mello-Roos Bonds determined to be applicable to the Recently Annexed Parcels pursuant to subsection (A) directly above.

As used herein, “*Recently Annexed Parcels*” means all parcels in the District subject to the Special Tax which were annexed into the District following the closing date for the then-most recently issued series of Bonds, and “*Attributable Principal Amount*” means for the Bonds or any Additional Bonds, calculated separately, an amount equal to the aggregate outstanding principal amount of such Bonds and Additional Bonds multiplied by a fraction, the numerator of which is the amount of special taxes that will be levied for such Bonds and Additional Bonds on Recently Annexed Parcels in the first fiscal year in which the levy includes debt service for the applicable series of Additional Bonds, and the denominator of which is the total amount of special taxes that will be levied for the Bonds and Additional Bonds on all parcels of land in the District against which the special taxes are levied to pay the Bonds and Additional Bonds in such fiscal year.

Additional Bonds may be issued for the purpose of refunding any outstanding Bonds without meeting the foregoing conditions so long as debt service on the aggregate debt service on all Outstanding Bonds in each Bond Year after the refunding is less than aggregate debt service on the Bonds before the refunding. Nothing in the Fiscal Agent Agreement shall be interpreted to prohibit issuance of bonds or Additional Bonds secured on a subordinate basis to the Bonds.

In connection with the approval of development in the District, the City has agreed that payment of certain impact fees owed by the Master Developer and Lennar Homes in the District will be deferred (referred to as the "Development Impact Fee Deferral" in the Rate and Method) to allow payment of the deferred fees after the 2020 Bonds have been fully paid. The City expects to receive payment for the deferred impact fees either through continued collection of Special Taxes or through the issuance of future bonds after the 2020 Bonds have matured. If the City chooses to issue bonds to pay deferred impact fees, the remaining authorization will be available to be utilized by the City as a means therefor.

DEBT SERVICE SCHEDULE

The annual debt service on the 2020 Bonds and 2023 Bonds, based on the interest rates and maturity schedule for each series, and assuming no optional or extraordinary redemptions for prepayments, is set forth below.

City of Roseville
The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Debt Service Schedule

Year Ending (Sept. 1)	2020 Bonds Principal and <u>Interest</u>	2021 Bonds Principal and <u>Interest</u>	2023 Bonds <u>Principal</u>	2023 Bonds <u>Interest</u>	Bonds <u>Total</u>
2023					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					
2046					
2047					
2048					
2049					
2050					
2051					
2052					
2053					
Totals					

Source: Underwriter.

THE SIERRA VISTA SPECIFIC PLAN

The Sierra Vista Specific Plan (“SVSP”) is the primary land use, policy and regulatory document used to guide development in the District and vicinity of the project area. The Specific Plan establishes a development framework for land use, affordable housing, resource protection, circulation, utilities and services, implementation and design. The intent is to promote the systematic and orderly development of the plan area. All subsequent development projects and related activities in the SVSP area are required to be consistent with the SVSP. The SVSP implements the goals and policies of the City of Roseville General Plan and augments these goals and policies by providing specific direction to reflect conditions unique to the project and Plan Area. The General Plan serves as the long-term policy guide for the physical, economic and environmental growth of the City. The property within the District was included within the SVSP at adoption, and is a component of the SVSP. The full text of the SVSP is available on the City’s website.

Land Use Concept. The SVSP area is planned primarily as a residential community, with a significant commercial and employment center along Baseline Road, which properties are not part of the District and not subject to the Special Taxes securing the Bonds. The overall mix and intensity of uses is similar to that found in adjacent portions of the City. The SVSP also provides for recreation, open space, employment and educational opportunities available to residents both within and outside the SVSP area.

The primary elements that comprise the form of the SVSP land use plan include: the residential neighborhoods; a range of commercial and employment uses, schools, parks and open space, as more particularly described below.

Residential Neighborhoods - A variety of housing styles similar to that found elsewhere in the City are planned, including affordable housing and designated age restricted neighborhoods. High density residential comprises approximately 30% of planned residential uses.

Commercial and Employment - A range of commercial and employment uses are proposed within the SVSP, including commercial mixed-use, business professional mixed-use, and community commercial uses. Conventional commercial sites are provided as well, typically along arterial roadways. The SVSP’s employment and service uses are intended to complement and further diversify the City’s employment, retail, service, and revenue base.

Neighborhood Parks - Neighborhood parks are proposed throughout the SVSP, some are located adjacent to the elementary schools and middle school sites, maximizing the potential for joint-use opportunities with the outdoor recreation facilities. Park facilities range from approximately one to approximately 10 acres in size. Some of the SVSP’s neighborhood parks would be linked to a system of paseos, providing a comprehensive network of pedestrian and bikeway connections to the SVSP’s parks and open space system. Neighborhood parks typically include a mix of soccer and baseball fields, tot lots, playgrounds, picnic area, and hard surface game courts.

Open Space - Approximately 317 acres of the SVSP are proposed as Open Space, comprising approximately 15 percent of the total project site acreage. Open Space land use and zoning is generally applied to lands that are environmentally sensitive or otherwise significant due to habitat, natural features, or man-made features. Open space

corridors provide for passive recreation opportunities, preservation of significant resources, viewsheds, potential floodwater conveyance and retention, resource mitigation, wildlife movement corridors, and can function to improve the interface between uses. In many locations, the preserve area accommodates a dedicated Class I pedestrian pathway to be shared with a vehicle maintenance road for maintenance activities. In addition, open space areas could accommodate utility lines and provide the conduit for drainage and space for storm water treatment and detention facilities within the SVSP area. Any disturbance or construction within open space preserve areas of the SVSP would comply with the provisions of the Army Corps of Engineers approved Open Space Management Plan and Section 404 permit requirements.

Land Use Plan. The SVSP land use plan includes a blend of residential, service, employment, open space and public uses. The SVSP is planned for a total of 8,679 dwelling units on approximately 2,064 gross acres. Proposed land uses include a total of approximately 317 acres set aside in open space; 106 acres for dedication to parks; 71 acres of public/quasi-public uses; 190 acres of community commercial; 27 acres of business professional; and 41 acres of commercial mixed use.

THE DISTRICT

Location and Description of the District and the Immediate Area

Location. The District is located in the western part of the City and within the Sierra Vista Specific Plan area described above. The surrounding neighborhoods are primarily those from Blue Oaks Boulevard to the north, Woodcreek Oaks Boulevard to the east, Baseline Road to the south and the City limits to the west. Access to the District is via Westbrook Boulevard and Vista Grande Boulevard. Vista Grande Boulevard is an east-west surface street that connects with Fiddymont Road to the east. Westbrook Boulevard is a north-south surface street that provides access to the Westpark master planned community and currently terminates at the northern boundaries of the Sierra Vista Specific Plan area. Approximately 5 miles northeast of the District is State Highway 65, a north-south route that provides access to Lincoln, Wheatland and Yuba City to the north and Interstate 80 to the south.

District Overview. Property currently in the District and subject to the Special Tax is developing into 1,163 single-family homes in a development known as The Ranch at Sierra Vista. The project is also planned to include an elementary school site of approximately 12 acres, and a multi-family site of approximately 7.5 acres planned for 118 high-density residential (HDR) units, for a total of 1,281 planned residential units.

Maps. A map showing the entire project, as well as land currently in the District, are shown on the following pages.

[Reserved for CFD Boundary Map (including annexations)]

[Reserved for Project Phasing Map]

OWNERSHIP OF PROPERTY WITHIN THE DISTRICT

In August 2018, Lennar Homes, Baseline 80 and Baseline P&R formed a new limited liability company called Sierra Vista Communities, LLC (the Master Developer herein). At the time of formation of the District, the Master Developer was the sole owner of all of the land in the initial District boundary. In December 2021, Lennar Homes entered into agreements with Baseline 80 and Baseline P&R pursuant to which Lennar Homes purchased and acquired all of the membership interests in Sierra Vista Communities, LLC owned by Baseline 80 and Baseline P&R. As a result, Lennar Homes is presently the sole member and manager of Sierra Vista Communities, LLC (the Master Developer herein) and as of the date hereof, the Master Developer no longer owns any lots in the District.

Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the property within the District. There is no assurance that the present property owners or any subsequent owners will have the ability to pay the Special Taxes or that, even if they have the ability, they will choose to pay the Special Taxes. An owner may elect to not pay the Special Taxes when due and cannot be legally compelled to do so. Neither the City nor any Bond Owner will have the ability at any time to seek payment directly from the owners of property within the District of the Special Tax or the principal or interest on the Bonds, or the ability to control who becomes a subsequent owner of any property within the District.

Lennar Homes has provided the information set forth in the section entitled, "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT." No assurance can be given that all information is complete. In addition, any Internet addresses included below are for reference only, and the information on those Internet sites is not a part of this Official Statement or incorporated by reference into this Official Statement.

No assurance can be given that development of land in the District will be completed, or that it will be completed in a timely manner, as described herein. The Special Taxes are not personal obligations of the Master Developer, Lennar Homes or of any subsequent landowners; the Bonds are secured only by the Special Taxes and moneys available under the Fiscal Agent Agreement. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" and "SPECIAL RISK FACTORS" herein.

The following information restates or updates the corresponding information contained in the Official Statement or in any prior Periodic Reports, as applicable. Information contained in the Official Statement or in any prior Periodic Report that is not updated herein has not changed in any manner that would materially and adversely interfere with Master Developer's ability to develop the Property as described in the Official Statement.

Lennar Option Agreement with Landbank

The Master Developer no longer owns any lots within the District. The remaining undeveloped lots are subject to the Lennar Option Agreement, as described herein.

The Landbank Structure. In connection with a land banking transaction, Sierra Vista Communities, LLC, a California limited liability company ("**Master Developer**") and Lennar Homes of California, LLC, a California limited liability company ("**Lennar Homes**") transferred 651 lots in the District (the "**Landbank Lots**") to AG EHC II (LEN) CA 2, L.P., a Delaware limited partnership (the "**Landbank Owner**"). In connection therewith, Lennar Homes and the Landbank

Owner entered into that certain Option Agreement, dated May 27, 2022 (the "**Lennar Option Agreement**") whereby Lennar Homes has the option, but not the obligation, to purchase the Landbank Lots from the Landbank Owner pursuant to a takedown schedule agreed upon between Lennar Homes and the Landbank Owner.

Under the terms of the Lennar Option Agreement, the Landbank Owner agreed to provide Lennar Homes the exclusive right and option to purchase the Landbank Lots in consideration for (a) an initial option payment, which payment has been made to the Landbank Owner; (b) the covenants of Lennar Homes to timely pay the additional payments under the Lennar Option Agreement; and (c) upon exercise of the option, the payment of the purchase price for each set of lots acquired.

In addition to the Option Agreement, Lennar Homes and the Landbank Owner entered into a Construction Agreement ("**Lennar Construction Agreement**") requiring Lennar Homes to cause the completion and satisfaction of certain onsite and offsite improvements to the Landbank Lots (to the extent not previously completed). The Lennar Option Agreement and Lennar Construction Agreement also grant Lennar Homes the right and license to enter upon the Landbank Lots for the purpose of, among other things, constructing model homes and production dwelling units on the Landbank Lots before Lennar Homes acquires the Landbank Lots from the Landbank Owner.

During the term of the Lennar Option Agreement, Lennar Homes is obligated to pay all taxes on the Landbank Lots, including the Special Taxes.

The Landbank Lots must, in certain circumstances, be purchased in certain groups and in a specified order, although Lennar Homes may acquire more lots than scheduled and at earlier times so long as the minimum number of required lots are acquired by the applicable takedown date.

Takedown Schedule. Under the Lennar Option Agreement, the Landbank Lots must be acquired pursuant to the following schedule, although the Lennar Option Agreement contains a provision allowing for a limited number of one month extensions on acquisition of lots subject to the payment of an extension fee and other conditions. As of May 1, 2023 date of value in the Appraisal, Lennar Homes had acquired 239 of the Landbank Lots from the Landbank Owner. In accordance with the agreed upon schedule, as of June 10, 2023 Lennar Homes had acquired a total of 279 lots from the Landbank Owner. The remainder of the takedown schedule is shown in the table below.

Remaining Takedown Schedule Under Lennar Option Agreement

Option Period	Date Option Period Expires	Number of Lots to be Acquired
14	07/10/2023	299
15	08/10/2023	319
16	09/10/2023	341
17	10/10/2023	363
18	11/10/2023	383
19	12/10/2023	401
20	01/10/2024	419
21	02/10/2024	437
22	03/10/2024	455
23	04/10/2024	473
24	05/10/2024	491
25	06/10/2024	505
26	07/10/2024	518
27	08/10/2024	528
28	09/10/2024	538
29	10/10/2024	548
30	11/10/2024	558
31	12/10/2024	568
32	01/10/2025	579
33	02/10/2025	585
34	03/10/2025	591
35	04/10/2025	597
36	05/10/2025	603
37	06/10/2025	609
38	07/10/2025	615
39	08/10/2025	621
40	09/10/2025	651

The takedown option under the Lennar Option Agreement expires on the earlier of (i) the last date permitted for the final takedown specified on the takedown schedule and the expiration of any applicable cure period, or (ii) the date Lennar Homes has acquired all of the Landbank Lots in accordance with the Lennar Option Agreement. The failure to timely acquire lots could result in the termination of the option and Lennar Homes will no longer have a right to purchase any of the remaining units under the Lennar Option Agreement.

In the event that Lennar Homes does not exercise its option on the Landbank Lots or the right to purchase the Landbank Lots expires or is terminated, the Landbank Owner being an investor only and not a homebuilder, would likely attempt to sell such Landbank Lots to another merchant builder.

The Landbank Owner. The Landbank is an affiliate of, and managed by, Angelo Gordon & Co., L.P. (“Angelo Gordon”). Angelo Gordon is a privately-held alternative investment firm founded in 1988 and headquartered in New York, with associated offices across the United States, Europe and Asia. Angelo Gordon manages approximately \$52 billion across a broad range of credit and real estate strategies. Affiliates of the Landbank Owner have entered into landbanking arrangements with Lennar Corporation and its affiliated entities on approximately 216 residential development projects as of September 30, 2022.

Information Regarding Lennar Homes

Lennar Homes is based in Irvine, California. Lennar Homes has been in the business of developing residential real estate communities in California since 1996. On February 1, 2022, Lennar Homes of California, Inc., a California corporation, was converted to a California limited liability company and is now known as Lennar Homes of California, LLC, a California limited liability company ("**Lennar Homes**"). All references herein to Lennar Homes prior to February 1, 2022 shall mean Lennar Homes of California, Inc. a California corporation, and all references herein to Lennar Homes on and after February 1, 2022 shall mean Lennar Homes of California, LLC, a California limited liability company.

Lennar Homes is wholly-owned by U.S. Home, LLC, a Delaware limited liability company ("**U.S. Home**"). U.S. Home is wholly-owned by Lennar Corporation, which is based in Miami, Florida. Founded in 1954, Lennar Corporation completed its initial public offering in 1971 and listed its common stock on the New York Stock Exchange in 1972. Lennar Corporation's Class A and Class B common stock are listed on the New York Stock Exchange under the symbols "LEN" and "LEN.B." respectively. Lennar Corporation is one of the largest homebuilders in the United States based on home sales revenues and net earnings, and operates under a number of brand names, including Lennar Homes and U.S. Home. Lennar Homes primarily develops residential communities both within the Lennar family of builders and through consolidated and unconsolidated partnerships in which Lennar Homes maintains an interest.

Lennar Corporation is subject to the informational requirements of the Exchange Act and in accordance therewith files reports, proxy statements and other information with the SEC. Such filings, particularly the Annual Report on Form 10-K and its most recent Quarterly Report on Form 10-Q, set forth, among other things, certain data relative to the consolidated results of operations and financial position of Lennar Corporation and its consolidated subsidiaries, including Lennar Homes, as of such dates.

The SEC maintains a website that contains reports, proxy and other information statements and other information regarding registrants that file electronically with the SEC, including Lennar Corporation. The address of such website is www.sec.gov. All documents filed by Lennar Corporation pursuant to the requirements of the Exchange Act after the date of this Periodic Report will be available for inspection in such manner as the SEC prescribes.

Copies of Lennar Corporation's Annual Report and related financial statements, prepared in accordance with generally accepted accounting standards, are available from Lennar Corporation's website at www.lennar.com. *The foregoing website addresses and references to filings with the SEC are given for reference and convenience only, and the information on such websites and on file with the SEC does not form a part of this Official Statement and is not incorporated by reference herein. No representation is made in this Official Statement as to the accuracy or adequacy of the information contained on such websites. Lennar Corporation and Lennar Homes are not obligated to advance funds for construction or development or to pay ad valorem property taxes or the Special Taxes and investors should not rely on the information and financial statements contained on such websites in evaluating whether to buy, hold or sell the Bonds. The information contained on such websites may be incomplete or inaccurate and has not been reviewed by the City or the Underwriter.*

DEVELOPMENT WITHIN THE DISTRICT

Entitlements and Anticipated Development

The Master Developer and Lennar Homes have provided the following information with respect to entitlements and current and anticipated development of land in the District. No assurance can be given that all information is complete. No assurance can be given that development of land in the District will be completed, or that it will be completed in a timely manner. Since the ownership of the parcels is subject to change, the development plans outlined below may not be continued by the subsequent owners if parcels are sold, although development by any subsequent owner will be subject to the SVSP, the Development Agreement described herein and the policies and requirements of the City. No assurance can be given that the plans or projections detailed below will actually occur.

Overview. Land within the current District boundary is developing into 1,163 single-family homes, consistent with the SVSP land uses configured to reinforce the neighborhood identity and sense of community. See “THE SIERRA VISTA SPECIFIC PLAN” above.

Entitlements. The entitlements permit a development proposal related to a particular parcel to proceed through tentative map subdivision and design-review permitting processes to final mapping provided the development application is in accord with the entitlements and the final map conditions. The Master Developer received full land use approval in 2010, including, but not limited to, approval of Specific Plan Zoning and a Development Agreement, and subsequently received a Section 404 (wetlands) permit, California Water Board Section 401 Certification, and U.S. Fish and Wildlife Service Biological Opinion. The Master Developer also received a grading permit and site improvement plans to complete all planned 1,163 lots in the District from the City.

There are no units in the current District boundary that are designated as affordable high-density residential units not subject to a Special Tax. The Master Developer may annex additional lots into the District in the future. However, the timing of each annexation and number of lots in each annexation may vary based on market conditions.

Table 1 on the following page shows the entitlements for all of the land within the current boundary of the District and remaining in the Future Annexation Area.

Table 1
City of Roseville
The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Planned Taxable Residential Units in District and Future Annexation Area

Current District Boundary

Village	Land Use	Net Acres	Planned Units	Product Name	FY 22-23 Max Tax Rate/Unit	FY22-23 Max Tax Revenues
KT-2	LDR	23.43	125	Lumiere	\$1,987	\$248,418
KT-3A	LDR	20.72	110	Meribel ⁽²⁾	1,987	218,608
KT-3B	LDR	17.55	97	Andorra	1,987	192,773
KT-4	LDR	15.64	82	Andorra	2,012	164,950
KT-5	LDR	23.66	140	St. Moritz	1,987	278,228
KT-21A	MDR	17.41	135	Windham & Breckenridge	2,448	330,480
KT-21B	MDR	20.35	152	Windham & Breckenridge	2,448	372,096
KT-1A & 1B	LDR	31.8	155	Meribel & Lumiere	3,009	[307,985]
KT-20A & 20B	MDR	23.1	167	Windham & Breckenridge	2,550	[408,816]
Total		193.66	1,163			

Future Annexation Area (Not in District)

Village	Land Use	Net Acres	Planned Units
KT-30	HDR	7.5	118
KT-61	School	12.1	--
KT-52	Park	7.7	--
KT-51	Park	4.3	--
KT-80B	Open Space	17.3	--
Total		103.8	118

(1) KT-3A is planned to include 88 Meribel homes and a mix of Andorra, Lumiere and St. Moritz model homes.

Development Agreement

General. The City entered into a Development Agreement, dated March 19, 2010 (the “**Development Agreement**”) with Baseline P&R, LLC, a California limited liability company (“**Baseline P&R**”), which subsequently assigned its rights and obligations thereunder to the Master Developer. All of the property in the District and Future Annexation Area is subject to the requirements of the Development Agreement, as well as the SVSP. The Development Agreement was entered into in accordance with Sections 65864 through 65869.5 of the California Government Code, as implemented through Article V, Chapter 19.84 of the City’s Zoning Ordinance No. 802.

The Development Agreement is the primary implementation tool for the SVSP and is intended to create a binding contract between the City and the Master Developer, and their assigned successors in interest, which set forth the needed infrastructure improvements, park dedication requirements, timing and method for financing improvements and other specific performance obligations of the City and the Master Developer and its successors, including obligations related to development of the property in the District, with the terms, conditions, rules, regulations, entitlements, vested rights and other provisions relating to the development of the property in the District according to the SVSP entitlements. Included are provisions relating to

infrastructure improvements, public dedication requirements, landscaping amenities and other obligations of the parties. The Development Agreement has a 30-year term, runs with the property, and may be modified only by mutual consent of the City and the Master Developer and in a manner consistent with the SVSP. With the Development Agreement in place, subject to compliance with the terms of the Development Agreement, construction of homes within the District may occur upon City approval of subdivision maps, satisfaction of certain design requirements and conditions of such maps and issuance of building permits.

Land use and development entitlements granted under the Development Agreement for property in the District are consistent with the SVSP as described under the caption “THE SIERRA VISTA SPECIFIC PLAN” and summarized above.

Improvements. The Development Agreement sets forth the responsibility of the Master Developer and its successors for a portion of the costs of certain public improvements required for its development within the Sierra Vista Specific Plan; Lennar Homes does not believe any of these improvements will impair its ability to timely obtain building permits.

Funding of the Improvements with the 2023 Bonds and Additional Bond proceeds will satisfy a portion, but not all, of the relevant obligations of the District for infrastructure improvements required by the Development Agreement. See Table 5 herein for a sources and uses table. The improvements not funded from the 2023 Bonds and Additional Bond proceeds or Special Taxes are required to be funded by the Master Developer and subsequent successors in interest. See “THE IMPROVEMENTS” below.

No Affordable Units. There are no affordable unit requirements within the current District boundary.

Information Regarding the Master Developer

Environmental Matters

Flood Hazard Map Information. According to the Federal Emergency Management Agency’s flood insurance rate maps (Flood Area Panel Number 060243, with an effective date of November 2, 2018), 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).

Seismic Conditions. The property expected to be developed as part of the project (including land in the District) is not located within a seismic special studies zone, designated by the California State Division of Mines and Geology, in accordance with the Alquist-Priolo Special Study Zone Act of 1972.

Environmental Mitigation. According to the Master Developer, all environmental mitigation requirements have been met for all of the lots within the current boundary of the District.

Planned and Ongoing Development

Backbone Infrastructure. The Master Developer is responsible for the cost of construction of the infrastructure improvements and other costs required to complete development in the District boundary. Upon completion of various components of such infrastructure, the Master Developer is eligible to be reimbursed for the cost thereof from proceeds

of the Bonds as provided in an acquisition agreement entered into with the City, provided such proceeds are available. See “THE IMPROVEMENTS – Estimated Cost of the Improvements.”

As of May 1, 2023, the Master Developer had completed the vast majority of the backbone and in-tracts infrastructure for the project, with approximately \$12.2 million remaining. For additional details on the costs expended by the Master Developer and its projected development timeline, see Table 4 herein.

In-Tract Infrastructure. The in-tract infrastructure required for phase 1 and phase 2 have the project has been 100% completed by the Master Developer.

Utilities. All typical urban utility services for finished lots are available at the lots in the District or will be extended to the lots at the time of home-building activities. These utilities include electric power, natural gas, telephone, cable television, water, refuse, and sanitary sewer and storm water facilities. The City provides electric, water, sewer refuse and storm water facilities, and police and fire services. Pacific Gas & Electric provides natural gas.

Home Plans and Sizes Lennar Homes expects to continue development in the District into six distinct neighborhoods: “Lumiere,” “Meribel,” “St. Moritz,” “Andorra,” “Windham,” and “Breckenridge. Production home construction has been ongoing, with 23 model homes (in KT-3A and KT-21A) completed and 545 homes sold as of May 1, 2023. The following table sets forth Lennar Homes’ expectations as of June 1, 2023 with respect to floorplans and sizes of homes of the remaining 618 homes planned for the land currently in the District. Sales prices shown are subject to change and exclude options, upgrades, lot premiums and any incentives or price reductions being offered. The pace of home construction in the District will be determined by Lennar Homes, largely by market conditions and demand for homes. Additional details regarding Lennar Homes’ planned sales activities are set forth in the table[s] below. However, no assurance can be given that such timing will be accomplished.

Table 2A
City of Roseville
The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Planned Home Sale Plans and Sizes - Lennar Homes
As of May 1, 2023

Final Map Village(s)	Neighborhood Name	No. Lots	Lot Size	Sq. Feet Range	Base Price Range	Production Start	Last Close
KT-2A-2B	Lumiere		55x105	2,197-3,569			
KT-3A (part)	Meribel ⁽¹⁾		60x100	2,362-3,312			
KT-3A (part)-3B-4	Andorra ⁽¹⁾		55x100	1,772-3,001			
KT-5	St. Moritz		50x100	2,119-3,033			
KT-21A-21B	Windham		45x80	1,774-2,190			
KT-21A-21B	Breckenridge		50x80	2,307-2,804			
TOTAL		618					
Sold Homes		545					
TOTAL		1,163					

(1) Village KT-3A is planned to include 88 Meribel homes and a mix of Andorra, Lumiere and St. Moritz model homes.
Source: Lennar Homes.

Table 2B
City of Roseville
The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Development and Sale Status for Residential Parcels
As of May 1, 2023

Village	HS Size/ Land Use	Product	# of HS	Permits	Sales	Closed	Complete
Phase 1 -							
KT-2A	55x105	Lumiere	70	70	70	70	70
KT-2B	55x105	Lumiere	55	55	41	34	34
KT-3A	60x100	Meribel	83	65	65	65	65
KT-3A	60x100	Lumiere (Mod)	4	4	0	0	4
KT-3A	60x100	Meribel (Mod)	3	3	0	0	3
		St. Mortiz					
KT-3A	60x100	(Mod)	4	4	0	0	4
KT-3A	60x100	Andorra (Mod)	4	4	0	0	4
KT-5A	50x100	St. Mortiz	69	69	69	69	69
KT-5A	50x100	St. Mortiz	71	67	43	35	35
KT-3A	55x100	Meribel	2	0	0	0	0
KT-3A	55x100	Andorra	10	8	8	5	5
KT-3B	55x100	Andorra	97	97	96	96	96
KT-4	55x100	Andorra	82	28	10	0	0
TOTAL PHASE 1				374	474	389	403
Phase 2 -							
KT-21A	45x80	Windham	65	63	64	48	48
KT-21A	45x80	Windham	4	4	0	0	4
KT-21B	45x80	Windham	36	16	5	0	0
KT-21A	50x80	Breckenridge	62	61	59	50	50
KT-21A	50x80	Breckenridge	4	4	0	0	4
KT-21B	50x80	Breckenridge	116	23	1	0	0
KT-1A	60x105-110	Meribel	60	46	30	16	16
KT-1B	60x105-110	Meribel	19	19	19	19	19
KT-1B	55x60-110	Lumiere	76	12	0	0	0
KT-20A	50x80	Breckenridge	99	0	0	0	0
KT-20B	45x80	Windham	68	0	0	0	0
TOTAL				722	581	507	530

Source: Lennar Homes.

THE IMPROVEMENTS

Eligible Facilities

The Bonds will provide a funding source for moneys expended to finance the public infrastructure and facilities authorized to be financed by the levy of Special Taxes in the District, which are referred to herein as the Improvements. The list of eligible Improvements is set forth in Exhibit A to the Resolution of Formation, adopted by the City Council, as the legislative body of the District. These Improvements generally consist of backbone roads and other transportation improvements, potable and non-potable water system improvements, drainage system improvements, wastewater system improvements, solid waste improvements, parks and paseos, and open space.

Estimated Cost of the Improvements

Funding Sources. In connection with the issuance of the Bonds, the City and the Master Developer have entered into a Funding, Construction and Acquisition Agreement (the “**Acquisition Agreement**”) which provides that the Master Developer will construct (or cause to be constructed or funded) the Improvements and related facilities, and the City, upon completion of construction and acceptance by the City, or through progress payments prior to completion of the entire improvement, will purchase the Improvements or reimburse the Master Developer for expended amounts using a portion of the proceeds of the Bonds pursuant to the terms of the Acquisition Agreement. The Master Developer will be responsible for the portion of the cost of construction of the Improvements not paid with Bond proceeds. There are currently no construction loans or deeds of trust encumbering the property in the initial boundary of the District.

The Rate and Method provides that the funding of improvement costs can also be made from collections of the Special Tax available as the “pay-as-you-go” component of Special Taxes. The pay-as-you-go funding component is expected to provide for funding of the cost of a portion of the Improvements in excess of the amount provided from bond proceeds (if such proceeds are not sufficient) through annual Special Tax collections in excess of the amount needed to pay the debt service. The City contemplates utilizing this funding mechanism during the time the Bonds are outstanding. Additionally, after the final maturity date of the Bonds and any additional bonds issued to reimburse developers for costs of the Improvements, the City expects to continue to levy Special Taxes for payment of the “Development Impact Fee Deferral” (as defined in the Rate and Method) which levy may secure future bonds issued after payment in full of the Bonds and any additional bonds issued under the Fiscal Agent Agreement. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology” and “ – Special Tax Fund.

Sources and Uses. The following table shows the Master Developer’s estimated sources and uses of funds for the construction of the backbone infrastructure and in-tract infrastructure needed for all 1,163 lots planned for The Ranch at Sierra Vista development project. A portion of these costs are eligible for reimbursement from the proceeds of the Bonds and other District sources.

Table 3
City of Roseville
The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Proposed Financing Plan of Master Developer
As of May 1, 2023

CASH FLOW	Total	Complete 5/1/23	Complete 5/1/23	Remainder of Project
INFLOW				
Land Sales	\$101,260,301	100%	\$101,260,301	\$0
2020 Bond proceeds	19,759,674	100%	19,759,674	0
2021 Bond proceeds	12,987,170	100%	12,987,170	0
Estimated 2023 Bond proceeds	9,710,000	0%	0	9,710,000
Credits/Reimb				
Gas/JT	5,566,603	27%	1,479,669	4,086,934
Credits: SVSP & Other	66,574,441	45%	30,023,967	36,550,474
PH1 Cost Reimb. From Adjacent Commercial Owners	12,607,156	100%	12,607,156	0
Cost Share Adjacent Owners	3,000,000	62%	1,871,957	1,128,043
Total	\$231,465,345	78%	\$179,989,894	\$51,475,451
OUTFLOW				
Land Purchase	\$37,317,747	100%	\$37,317,747	\$0
Intracts - PH1	30,891,144	100%	30,891,144	0
Intracts - PH2	35,165,862	84%	29,519,970	5,645,892
Infrastructure				
Baseline Rd. 1 & 2	\$18,983,274	86%	\$16,356,343	\$2,626,931
Westbrook/Vista Grande Blvd.	16,305,462	99%	16,130,223	175,239
Spine Streets	28,805,649	99%	28,640,972	164,677
Offsite Sewer/Water	13,104,351	78%	10,271,011	2,833,340
Common Costs	4,490,728	82%	3,673,638	817,090
Fish & Game/Wetland	4,813,080	100%	4,813,080	0
PH1 Credits given to Adjacent Commercial Owners	12,607,156	100%	12,607,156	0
Total	\$202,484,453	94%	\$190,221,284	\$12,263,169
Net	\$28,980,892		(\$10,231,390)	\$39,212,282
Developer Self Fund Amount	\$0		\$10,231,390	

Source: Master Developer

VALUE OF PROPERTY WITHIN THE DISTRICT

The Appraisal

General. Integra Realty Resources, Sacramento, California (the “**Appraiser**”) prepared an appraisal report, with a date of value of May 1, 2023 (the “**Appraisal**”). The Appraisal was prepared at the request of the City. The Appraisal is set forth in APPENDIX B hereto. The description herein of the Appraisal is intended for limited purposes only; the Appraisal should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions and qualifications which are set forth in the Appraisal.

Property Appraised. The Appraised Property consist of all of the taxable property currently in the District, which is developing into 1,163 single-family residential units. As of the date of value (May 1, 2023), the land was owned by (i) Lennar Homes, (ii) the Landbank Owner, and (iii) individual homeowners. The Appraised Property excludes property in the District designated for public and quasi-public purposes. See “THE DISTRICT.”

Value Estimates. The Appraisal provides an estimated value of the Appraised Property. With respect to homes owned by individual homeowners and by Lennar Homes, a value per parcel was assigned based on the smallest floor plan for each applicable product type. With respect to land owned by the Landbank Owner, the Appraiser provided a market value, in bulk, as of the date of value (based on the hypothetical condition the improvements to be financed by the 2023 Bonds were in place as of the date of valuation). The bulk sale value represents the most probable price, in a sale of parcels within the District, to a single purchaser or sales to multiple buyers, over a reasonable absorption period discounted to present value. The valuation accounts for the impact of the lien of the Special Tax and represents the estimated market value (based on the hypothetical condition and other conditions and limitations of the Appraisal) of all the taxable land in the District.

The County Assessor has reflected home values for 194 completed single family homes on the fiscal year 2023 assessment roll (the “**Assessed Property**”). For the balance of the taxable property in the District, the City authorized the preparation of an appraisal report with a May 1, 2023 date of value (the “**Appraisal**”) for property planned for 969 homes (collectively, the “**Appraised Property**”). The Assessed Property and the Appraised Property together provide a composite value for the District. As of the May 1, 2023 date of value, using the methodologies described in the Appraisal and subject to the limiting conditions and special assumptions set forth in the Appraisal, and based on the ownership of the property as of that date, together with the assessed value of property in the District not appraised, is \$434,519,390, as follows:

Ownership	No. of Parcels/Lots	Aggregate Value
Aggregate Value of Appraised Properties	969	\$311,000,000
Aggregate Value of Existing Homes based on Assessed Value	<u>194</u>	<u>123,519,390</u>
Total Composite Value	1,163	\$434,519,390

Hypothetical Condition. The value estimate is subject to a hypothetical condition, defined as that which is contrary to what exists but is supposed for the purposes of analysis. For purposes of the hypothetical condition, the Appraiser assumed that certain proceeds of the 2023 Bonds are available to finance the completion of certain infrastructure improvements.

Assumptions and Limiting Conditions. In considering the estimate of value evidenced by the Appraisal, the Appraisal is based upon a number of standard and special assumptions which affect the estimates as to value, some of which include the following. See “APPENDIX B – THE APPRAISAL.”

- According to the Master Developer, total remaining development costs are \$12,263,169. Estimated bond construction funds for the project are \$9,710,000, which are eligible to be used for infrastructure costs and/or impact fees. As such, only \$2,553,169 in infrastructure costs will be accounted for in the appraiser’s analysis. If, at some future date, it is determined that cost estimates or input factors yielding the anticipated Developer contribution for remaining costs are different than actual, the values contained herein could be affected.

Exposure Time. Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Exposure time is always presumed to precede the effective date of the Appraisal. Based on the Appraiser’s review of recent sales transactions for similar properties and its analysis of supply and demand in the local land market, the Appraiser’s opinion was that the probable exposure time for the appraised property at the concluded market value stated previously is 12 months.

Marketing Time. Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. As the Appraiser foresees no significant changes in market conditions in the near term, the Appraiser’s opinion was that a reasonable marketing period for the appraised property in bulk is likely to be the same as the exposure time. Accordingly, the Appraiser estimated the marketing period at 12 months.

No assurance can be given that a sale of the property in bulk by Lennar Homes could be achieved or attained over an extended period of time; real estate is cyclical in nature, and it is impossible to accurately forecast and project specific demand over a particular period. See “SPECIAL RISK FACTORS – Property Values and Property Development.”

Limitations of Appraisal Valuation. Property values may not be evenly distributed throughout the District; thus, certain parcels may have a greater value than others. This disparity is significant because in the event of nonpayment of the Special Tax, the only remedy is to foreclose against the delinquent parcel.

No assurance can be given that the foregoing valuation can or will be maintained during the period of time that the 2023 Bonds are outstanding in that the City has no control over the market value of the property within the District or the amount of additional indebtedness that may be issued in the future by other public agencies, the payment of which, through the levy of a tax or an assessment, may be on a parity with the Special Taxes. See “—Overlapping Liens and Priority of Lien” below.

For a description of certain risks that might affect the assumptions made in the Appraisal, see “SPECIAL RISK FACTORS” herein.

Value to Special Tax Burden Ratios

In comparing the value of the real property within the District and the principal amount of the Bonds, it should be noted that only the real property upon which there is a delinquent Special

Tax can be foreclosed upon, and the real property within the District cannot be foreclosed upon as a whole to pay delinquent Special Taxes of the owners of such parcels within the District unless all of the property is subject to a delinquent Special Tax. In any event, individual parcels may be foreclosed upon separately to pay delinquent Special Taxes levied against such parcels.

Other public agencies whose boundaries overlap those of the District could, without the consent of the City and in certain cases without the consent of the owners of the land within the District, impose additional taxes or assessment liens on the land within the District. Property owners can also voluntarily add Property Assessed Clean Energy (PACE) assessment liens on their property to finance energy efficiency improvements. The lien created on the land within the District through the levy of such additional taxes or assessments may be on a parity with the lien of the Special Tax. In addition, construction loans may be obtained by Lennar Homes, and home loans may be obtained by ultimate homeowners. The deeds of trust securing such debt on property within the District, however, will be subordinate to the lien of the Special Tax.

Value to Lien Ratios. The following table sets forth appraised value, maximum special tax, allocable District debt, and value to lien ratios for each of the villages in the District, based on the estimated value of land in the District as of May 1, 2023 (the Appraiser's date of value), and on the projected special tax levy for Fiscal Year 2023-24 given development as of such date.

Table 4
City of Roseville
The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Value to Lien Ratios – By Phase, Ownership and Development
Status as of May 1, 2023

Phase / Property Owner / Development Status ⁽¹⁾	No of Parcels	Planned Units	Composite Value ⁽²⁾	FY 2023- 24 Maximum Tax ⁽⁴⁾	Projected FY 2023- 24 Special Tax Levy * ⁽³⁾	Allocable Debt CFD Bonds * ⁽⁵⁾⁽⁶⁾	% of Total CFD Bonded Debt ⁽⁶⁾	Overlapping Debt ⁽⁷⁾	Total Direct & Overlapping Debt *	Average Value to Lien Ratio *
Individual Homeowner - Complete ⁽⁸⁾	545	545	\$332,382,262	\$1,201,261	\$1,201,261	\$22,959,678	46%	\$4,527,211	\$27,486,889	12.1
Lennar/Landbank owned										
Completed homes	30	30	16,827,128	66,921	66,921	1,279,060	3%	349,822	1,566,446	10.7
Under Construction ⁽⁹⁾	208	208	38,823,130	511,943	511,943	9,784,756	20%	135,274	9,442,395	4.1
Finished Lots	213	213	28,496,721	535,235	535,235	10,229,936	20%	150,897	9,881,461	2.9
Final Map Lots (MDR) KT-20B	68	68	7,198,882	176,868	176,868	3,380,475	7%	40,621	3,256,079	2.2
Undeveloped (MDR) KT-20A	1	99	10,791,266	257,499	123,272	2,356,095	5%	59,139	4,740,467	2.3
Total	1,065	1,163	\$434,519,389	\$2,749,727	\$2,615,500	\$49,990,000	100%	\$5,262,964	\$56,373,737	7.7

* Preliminary, subject to change.

- (1) Ownership and development status as of May 1, 2023. For the purposes of determining each parcel's development status for the District's FY 2023-24 Special Tax levy, each parcel for which a Final Small Lot Subdivision Map was recorded prior to May 1, 2023 is considered a Developed Parcel and shall be taxed at 100% of its Maximum Special Tax before any other taxable parcels are levied. Any parcel for which a Small Lot Tentative Map was approved prior to May 1, 2023 and which has not recorded a Small Lot Final Map by May 1, 2022 is considered a Tentative Map Parcel.
- (2) Composite Value represents the Appraised Values as of May 1, 2023 or the latest Assessed Value. Those parcels not appraised are instead valued above using Assessed Value. Existing single-family homes showing a complete assessed value for both land and improvements were not appraised.
- (3) Special Tax and the Projected Special Tax Levy in this table refer to Special Facilities Tax
- (4) Maximum Tax in this table refers to Maximum Annual Facilities Special Tax.
- (5) Represents the outstanding balance of the 2020 Bonds and 2021 Bonds together with the estimated par amount of \$15,960,000* of the 2023 Bonds.
- (6) This table allocates the CFD Bonded Debt based upon each parcel's share of the District's FY 2023-24 Maximum Special Tax.
- (7) Overlapping debt of the District parcels as of June 1, 2023 as summarized under the "Direct and Overlapping Tax and Assessment Debt" table prepared by California Municipal Statistics, Inc. No direct charges related to PACE liens secured by Special Taxes were levied onto the District parcels in FY 2022-23.
- (8) Represents homes within the District held by individual homeowners as of May 1, 2023 per Appraiser and Master Developer.
- (9) A partially completed home represents a single family lot upon which a building permit has been issued together with construction towards the completion of the structure footings or more.
- Sources: Phase, Ownership and Development Status - Appraiser and Developer; Land Use and Number of Units - Sierra Vista Specific Plan; Appraised Values - Integra Realty Resources, Inc.; Assessed Values - Placer County; Overlapping Debt - California Municipal Statistics, Inc, as compiled by Willdan Financial Services and Maximum Facilities Special Tax - Willdan Financial Services.

Special Tax Collections and Delinquencies

The following table shows special tax collection and delinquencies for the District.

Table 5
City of Roseville
The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Special Tax Collections and Delinquencies
as of May 15, 2023

Fiscal Year	Annual Special Tax Levy	No. of Parcels Levied	Amount Collected ⁽¹⁾	Amount Delinquent ⁽¹⁾	No. of Parcels Delinquent	Percent of Levy Delinquent
2021/22	\$1,067,598	351	\$1,067,598	\$0	0	0.00%
<u>2022/23</u>	<u>\$1,772,667</u>	<u>936</u>	<u>\$871,373</u>	<u>\$14,960</u>	<u>15</u>	<u>0.84%</u>

(1) Delinquent amounts and collections shown above do not include penalties, interest or fees.

Source: Placer County Tax Collector, compiled by Willdan Financial Services.

Table 5A
City of Roseville
The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Value to Lien Ratios by Ownership and Development
CFD Bonded Debt Allocated by Projected Special Tax Levy
Status as of May 1, 2023

Property Owner / Development Status ⁽¹⁾	No of Parcels	Planned Units	Composite Value ⁽²⁾	FY 2023-24 Maximum Tax ⁽³⁾	Projected FY 2023-24 Special Tax Levy * ⁽⁴⁾⁽⁵⁾	% of Total CFD Bonded Debt ⁽⁷⁾	Allocable Debt CFD Bonds * ⁽⁶⁾⁽⁷⁾	Overlapping Debt ⁽⁸⁾	Total Direct & Overlapping Debt *	Average Value to Lien Ratio * ⁽⁷⁾
Individual Homeowner - Completed Homes ⁽⁹⁾	545	545	\$332,382,262	\$1,201,261	\$1,201,261	\$22,959,671	\$4,527,211	45.93%	\$27,486,882	12.09
Lennar/Landbank Owned Completed Homes	30	30	\$16,827,128	\$66,921	\$66,921	\$1,279,061	\$349,822	2.56%	\$1,628,883	10.33
Homes Under Construction ⁽¹⁰⁾	208	208	38,823,131	511,943	511,943	9,784,759	135,275	19.57%	9,920,034	3.91
Finished Lots (LDR)	117	117	16,830,840	295,527	295,527	5,648,397	92,664	11.30%	5,741,060	2.93
Finished Lots (MDR)	96	96	11,665,881	239,708	239,708	4,581,538	58,233	9.16%	4,639,771	2.51
Final Map Lots (MDR) KT-20B	68	68	7,198,882	176,868	176,868	3,380,474	40,620	6.76%	3,421,094	2.10
Undeveloped (MDR) KT-20A	1	99	10,791,266	257,499	123,272	2,356,101	59,138	4.71%	2,415,239	4.47
Subtotal - Lennar/Landbank Owned	520	618	\$102,137,128	\$1,548,466	\$1,414,239	\$27,030,330	\$735,752	54.06%	\$27,766,081	3.68
Total	1,065	1,163	\$434,519,390	\$2,749,727	\$2,615,500	\$49,990,000	\$5,262,964	100.00%	\$55,252,964	7.86

* Preliminary, subject to change.

(1) Ownership and development status as of May 1, 2023 .

(2) Composite Value represents the Appraised Values as of May 1, 2023 or the latest Assessed Value. Existing single-family homes showing a complete assessed value for both land and improvements were not appraised. Those parcels not appraised are instead valued above using Assessed Value.

(3) Maximum Tax in this table refers to Maximum Annual Facilities Special Tax.

(4) Special Tax and the Projected Special Tax Levy in this table refer to Special Facilities Tax

(5) The Projected FY 2023-24 Special Tax Levy assumes the levy of the District's Final Map ("Developed") Property at 100% of the Maximum Special Tax while the District's undeveloped parcel would be taxed at approximately 48% of its Maximum Special Tax.

(6) Represents the \$34,030,000 outstanding principal balance of the 2020 Bonds and 2021 Bonds together with the [estimated]* par amount of 2023 Bonds.

(7) This table allocates the CFD Bonded Debt using each parcel's share of the District's Projected FY 2023-24 Special Tax levy. This allocation method results in the District's undeveloped parcel receiving a higher value to lien

ratio than if the bonded debt was allocated by each parcel's share of the total Maximum Special Tax.

(8) General Obligation Bonded debt of the District parcels as of June 1, 2023 as summarized under the "Direct and Overlapping Tax and Assessment Debt" table prepared by California Municipal Statistics, Inc. No direct charges

related to PACE liens secured by Special Taxes were levied onto the District parcels in FY 2022-23.

(9) Represents homes within the District held by individual homeowners as of May 1, 2023.

(10) Each Home Under Construction represents a single family lot upon which a building permit has been issued together with construction towards the completion of either the structure's footings or more.

Sources: Phase, Ownership and Development Status - Appraiser and Developer; Land Use and Number of Units - Sierra Vista Specific Plan; Appraised Values - Integra Realty Resources, Inc.; Assessed Values - Placer County; Overlapping Debt - California Municipal Statistics, Inc, as compiled by Willdan Financial Services and Maximum Facilities Special Tax - Willdan Financial Services.

Table 5B
City of Roseville
The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Value to Lien Ratios by Ownership and Development
CFD Bonded Debt Allocated by Maximum Facilities Tax
Status as of May 1, 2023

Property Owner/ Development Status ⁽¹⁾	No of Parcels	Planned Units	Composite Value ⁽²⁾	FY 2023- 24 Maximum Tax ⁽³⁾	Projected FY 2023- 24 Special Tax Levy* (4)(5)	Allocable Debt CFD Bonds * (6)(7)	% of Total CFD Bonded Debt ⁽⁷⁾	Overlapping Debt ⁽⁸⁾	Total Direct & Overlapping Debt *	Average Value to Lien Ratio ^{*(7)}
Homeowner- Completed Homes⁽⁹⁾	545	545	\$332,382,262	\$1,201,261	\$1,201,261	\$21,838,904	43.69%	\$4,527,211	\$26,366,115	12.61
Lennar/Landbank Owned										
Completed Homes	30	30	\$16,827,128	\$66,921	\$66,921	\$1,216,624	2.43%	\$349,822	\$1,566,446	10.74
Homes Under Construction ⁽¹⁰⁾	208	208	38,823,131	511,943	511,943	9,307,120	18.62%	135,275	9,442,395	4.11
Finished Lots (LDR)	117	117	16,830,840	295,527	295,527	5,372,673	10.75%	92,664	5,465,337	3.08
Finished Lots (MDR)	96	96	11,665,881	239,708	239,708	4,357,892	8.72%	58,233	4,416,125	2.64
Final Map Lots (MDR) KT-20B	68	68	7,198,882	176,868	176,868	3,215,458	6.43%	40,621	3,256,079	2.21
Undeveloped (MDR) KT-20A	1	99	10,791,266	257,499	123,272	4,681,329	9.36%	59,138	4,740,467	2.28
Subtotal - Lennar/Landbank Owned	520	618	\$102,137,128	\$1,548,466	\$1,414,239	\$28,151,096	56.31%	\$735,753	\$28,886,849	3.54
Total	1,065	1,163	\$434,519,390	\$2,749,727	\$2,615,500	\$49,990,000	100.00%	\$5,262,964	\$55,252,964	7.86

* Preliminary, subject to change.

(1) Ownership and development status as of May 1, 2023.

(2) Composite Value represents the Appraised Values as of May 1, 2023 or the latest Assessed Value. Existing single-family homes showing a complete assessed value for both land and improvements were not appraised. Those parcels not appraised are instead valued above using Assessed Value.

(3) Maximum Tax in this table refers to Maximum Annual Facilities Special Tax.

(4) Special Tax and the Projected Special Tax Levy in this table refer to Special Facilities Tax

(5) The Projected FY 2023-24 Special Tax Levy assumes the levy of the District's Final Map ("Developed") Property at 100% of the Maximum Special Tax while the District's undeveloped parcel would be taxed at approximately 48% of its Maximum Special Tax.

(6) Represents the \$34,030,000 outstanding principal balance of the 2020 Bonds and 2021 Bonds together with the [estimated]* par amount of 2023 Bonds.

(7) This table allocates the CFD Bonded Debt based upon each parcel's share of the District's FY 2023-24 Maximum Special Tax.

(8) General Obligation Bonded debt of the District parcels as of June 1, 2023 as summarized under the "Direct and Overlapping Tax and Assessment Debt" table prepared by California Municipal Statistics, Inc. No direct

charges related to PACE liens secured by Special Taxes were levied onto the District parcels in FY 2022-23.

(9) Represents homes within the District held by individual homeowners as of May 1, 2023.

(10) Each Home Under Construction represents a single family lot upon which a building permit has been issued together with construction towards the completion of either the structure's footings or more.

Sources: Phase, Ownership and Development Status - Appraiser and Developer; Land Use and Number of Units - Sierra Vista Specific Plan; Appraised Values - Integra Realty Resources, Inc.; Assessed Values - Placer County; Overlapping Debt - California Municipal Statistics, Inc, as compiled by Willdan Financial Services and Maximum Facilities Special Tax - Willdan Financial Services.

Table 5C
City of Roseville
The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Value to Lien Ratio Categories
CFD Bonded Debt Allocated by Projected Special Tax Levy

Value-to-Lien Ratio Range * (1)	No. of Parcels	No. of Planned Units	Composite Value (2)	FY 2023-24 Maximum Tax (3)	FY 2023-24 Projected Special Tax Levy * (3)	Allocable Debt CFD Bonds (1)(4) *	% of Total CFD Bonded Debt (1)	Overlapping Debt (5)	Total Direct & Overlapping Debt *	Average Value to Lien Ratios * (1)
15:1 to 15.99:1	72	72	\$43,099,121	\$145,951	\$145,951	\$2,789,552	5.58%	\$49,878	\$2,839,430	15.18
10:1 to 14.99:1	456	456	280,143,529	1,011,633	1,011,633	19,335,330	38.68	4,215,386	23,550,716	11.90
5:1 to 9.99:1	103	103	37,790,492	224,115	224,115	4,283,502	8.57	649,874	4,933,376	7.66
3:1 to 4.99:1	214	312	47,199,892	779,578	645,351	12,334,579	24.67	202,274	12,536,853	3.76
2:1 to 2.99:1	220	220	26,286,356	588,450	588,450	11,247,037	22.50	145,552	11,392,589	2.31
Total	1,065	1,163	\$434,519,390	\$2,749,727	\$2,615,500	\$49,990,000	100.00%	\$5,262,964	\$55,252,964	7.86

* Preliminary, subject to change.

- (1) This table allocates the CFD Bonded Debt using each parcel's share of the District's total projected FY 2023-24 Special Tax levy rather than allocating based upon Maximum Special Tax. This allocation method results in the District's undeveloped parcel receiving a higher value to lien ratio than if the bonded debt was allocated by each parcel's share of the District's total Maximum Special Tax.
- (2) Composite Value represents the Appraised Values as of May 1, 2023 or the latest Assessed Value. Existing single-family homes showing a complete assessed value for both land and improvements were not appraised. Those parcels not appraised are instead valued above using Assessed Value.
- (3) Maximum Tax in this table refers to Maximum Annual Facilities Special Tax; Special Tax and the Projected Special Tax Levy in this table refer to Special Facilities Tax.
- (4) Represents the \$34,030,000 outstanding principal balance of the 2020 Bonds and 2021 Bonds together with the [estimated]* par amount of 2023 Bonds.
- (5) General Obligation Bonded debt of the District parcels as of June 1, 2023 as summarized under the "Direct and Overlapping Tax and Assessment Debt" table prepared by California Municipal Statistics, Inc. No direct charges related to PACE liens secured by Special Taxes were levied onto the District parcels in FY 2022-23. No direct charges related to PACE liens secured by Special Taxes were levied onto the District parcels in FY 2022-23.

Sources: *Planned Residential Units - Rate and Method; Appraised Value - Integra Realty Resources; Assessed Values - Placer County July 1, 2022 Secured Property Roll; Overlapping Debt - California Municipal Statistics, Inc, as compiled by Willdan Financial Services and PACE Lien Direct Charges - Placer County*

Overlapping Liens and Priority of Lien

The principal of and interest on the Bonds are payable from the Special Tax authorized to be collected within the District, and payment of the Special Tax is secured by a lien on certain real property within the District. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in the District. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District.

Set forth below is an overlapping debt table showing the existing direct and overlapping bonded debt payable with respect to property within the District. This table has been prepared by California Municipal Statistics Inc. as of the date indicated, and is included for general information purposes only. The City has not reviewed the data for completeness or accuracy and makes no representations in connection therewith. In addition to bonded debt, property in the District is also subject to special taxes levied on behalf of the City's Sierra Vista Community Facilities District No. 2 (Public Services) and Community Facilities District No. 3 (Municipal Services) for municipal services, which districts provide for escalating annual special taxes on residential property (as shown in Table 8 below), and subject to annual escalation of up to 4% each fiscal year.

Table 6
City of Roseville
The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Summary of Overlapping Debt
As of June 1, 2023

2022-23 Local Secured Assessed Valuation: \$171,547,540

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt</u>
Sierra Joint Community College District SFID No. 4 General Obligation Bonds	0.201%	\$ 298,031
Center Joint Unified School District General Obligation Bonds	4.883	4,964,933
City of Roseville The Ranch at Sierra Vista CFD No. 1	100.000	34,030,000 ⁽¹⁾
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$39,292,964 ⁽²⁾

Ratios to 2022-23 Assessed Valuation:

Direct Debt (\$34,030,000)..... 19.84%
Total Direct and Overlapping Tax and Assessment Debt 22.90%

(1) Excludes the 2023 Bonds to be sold.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.
Source: California Municipal Statistics, Inc.

There can be no assurance that Lennar Homes or subsequent owners will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities; however, no other special districts are currently contemplated by the City or Lennar Homes.

Private liens, such as deeds of trust securing loans obtained by Lennar Homes or another merchant builder, may be placed upon property in the District at any time. Under California law, the Special Taxes have priority over all existing and future private liens imposed on property subject to the lien of the Special Taxes.

Estimated Tax Burden on Single-Family Home

Based on sales price information provided by Lennar Homes to the Appraiser prior to the date of value of the Appraisal and tax rates for Fiscal Year 2022-23, the Special Tax Consultant projected that the estimated overall tax burden for homes in the District would be as shown in the following table. Since that time, Lennar Homes has increased the base price range of some of the homes it is selling in the District, as shown in Table 2. In addition, the projected overall tax burden for more expensive homes is expected to be smaller and the projected overall tax burden for less expensive homes is expected to be larger, as a percentage of the projected assessed value of the homes, respectively.

Table 7
City of Roseville
The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Projected Overall Tax Burden for Single-Family Residential Parcels
Fiscal Year 2022-23

Net Taxable Value		<u>MDR</u>	<u>LDR</u>
Representative Values ⁽¹⁾		\$530,000	\$815,000
Less: Homeowner's Exemption		(7,000)	(7,000)
Net Taxable Value		\$523,000	\$808,000
Ad Valorem Property Taxes	2022-23		
	<u>Rate</u> ⁽²⁾	<u>Taxes</u>	<u>Taxes</u>
Base Property Tax	1.000000%	\$5,230	\$8,080
Sierra Coll SFID #4 B&I 2018 Series A	0.002407	13	19
Sierra Coll SFID #4 B&I 2018 Series B	0.016193	85	131
Center Joint Unif B&I	0.104100	544	841
Center Joint Unif B&I 2008 Series 2020A	0.007000	37	57
Center Joint Unif B&I 2008 Series 2020A Refunding	0.030700	161	248
Center Joint Unif B&I 2008 Series 2020B Refunding	0.002200	12	18
Center Joint Unif B&I 2008 Series 2021B Refunding	0.010000	52	81
Total Ad Valorem Property Taxes	1.172600%	\$6,133	\$9,475
Parcel Charges, Special Taxes and Assessments ⁽³⁾			
		<u>Charges</u>	<u>Charges</u>
Placer Mosquito & Vector ⁽⁴⁾			
City of Roseville The Ranch at Sierra Vista CFD 1 (Public Facilities) ⁽⁵⁾		\$6	\$6
City of Roseville Sierra Vista CFD 2 (Public Services) ⁽⁶⁾		2,601	3,069
City of Roseville CFD 3, Municipal Services ⁽⁷⁾		566	573
Total Parcel Charges, Assessments, and Special Taxes		309	528
		3,482	4,176
Total Projected Taxes and Direct Charges		\$9,615	\$13,651
Total Effective Tax Rate		1.81%	1.67%

(1) Representative new home prices from the "Ability to Pay" section of the Appraisal.

(2) 2022-23 Ad Valorem Rates.

(3) Assumes no PACE related Special Taxes.

(4) FY 2022-23 Charge.

(5) Equal to the applicable Maximum Public Facilities Special Tax for FY 2023-24.

(6) Equal to the applicable Maximum Public Services Special Tax for FY 2023-24.

(7) Projected applicable Maximum Municipal Services Special Tax for FY 2023-24.

Sources: FY 2022-23 Ad Valorem Tax Rates of TRA 005070 and Placer Mosquito & Vector charges - Placer County; Representative new home prices - Integra Realty Resources, Inc and Developer; Maximum Special Tax Rates CFD Nos. 1, 2 and 3 - Willdan Financial Services

SPECIAL RISK FACTORS

The purchase of the 2023 Bonds described in this Official Statement involves a degree of risk that may not be appropriate for some investors. The following includes a discussion of some of the risks that should be considered before making an investment decision.

Limited Obligation of the City to Pay Debt Service

The City has no obligation to pay principal of and interest on the 2023 Bonds in the event Special Tax collections are delinquent, other than from amounts, if any, on deposit in the 2023 Reserve Account of the Reserve Fund or funds derived from the tax sale or foreclosure and sale of parcels on which levies of the Special Tax are delinquent, nor is the City obligated to advance funds to pay such debt service on the 2023 Bonds. The 2023 Bonds are not general obligations of the City but are limited obligations of the City and the District payable solely from the proceeds of the Special Tax and certain funds held under the Fiscal Agent Agreement, including amounts deposited in the 2023 Reserve Account of the Reserve Fund and investment income thereon, and the proceeds, if any, from the sale of property in the event of a foreclosure. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.”

Concentration of Ownership

As of May 10, 2023, nearly half of land in the District was owned by Lennar Homes or the Landbank Owner. Owners of property are not personally obligated to pay the Special Tax attributable to their property. Rather, the Special Tax is an obligation only against the parcel of property, secured by the amount which could be realized in a foreclosure proceeding against the property, and not by any promise of the owner to pay. If the value of the property is not sufficient, taking into account other obligations also constituting a lien against the property, the City, Fiscal Agent and owners of the Bonds have no recourse against the owner, such as filing a lawsuit to collect money.

Failure of Lennar Homes, the Landbank Owner or any future owner of significant property subject to the Special Taxes in the District to pay installments of Special Taxes when due could cause the depletion of amounts in the 2023 Reserve Account of the Reserve Fund prior to reimbursement from the resale of foreclosed property or payment of the delinquent Special Tax and, consequently, result in the delinquency rate reaching a level that would cause an insufficiency in collection of the Special Tax to meet the District’s obligations on the 2023 Bonds. For a description of Lennar Homes, see “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT.” In that event, there could be a delay or failure in payments on the 2023 Bonds. See “– Bankruptcy and Foreclosure Delays” below and “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure.”

Property Values

The Appraisal included in APPENDIX B estimates the market value of 969 parcels of taxable property within the District. This market value is merely the present opinion of the Appraiser, and is subject to the assumptions and limiting conditions stated in the Appraisal. In addition to the appraised parcels, the estimated valuation of property in the District includes the current County assessed valuation of 194 completed single family homes. Both the appraised value and the County assessed values are value estimates and may not reflect market values of parcels. The City has not sought the present opinion of any other appraiser of the value of the taxable parcels. A different present opinion of value might be rendered by a different appraiser.

The opinion of value relates to sale by a willing seller to a willing buyer as of the date of valuation, each having similar information and neither being forced by other circumstances to sell or to buy. Consequently, the opinion is of limited use in predicting the selling price at a foreclosure sale, because the sale is forced and the buyer may not have the benefit of full information.

In considering the estimates of value evidenced by the Appraisal, it should be noted that the Appraisal is based upon a number of standard and special assumptions which affect the estimates as to value, in addition to hypothetical conditions, as set forth in the Appraisal (see APPENDIX B hereto). The opinion is a present opinion of the Appraised and is based upon present facts and circumstances. Differing facts and circumstances may lead to differing opinions of value. The appraised market value is not evidence of future value because future facts and circumstances may differ significantly from the present.

No assurance can be given that any of the property in the District could be sold in a foreclosure for the estimated market values. Such sale is the primary remedy available to Bondowners if that property should become delinquent in the payment of Special Taxes.

Property Values and Property Development

The value of Taxable Parcels within the District is a critical factor in determining the investment quality of the 2023 Bonds. If a property owner defaults in the payment of the Special Tax, the District'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 development and land values could be adversely affected by economic and other factors beyond the City's control, such as: a general economic downturn; adverse judgments in future litigation that could affect the scope, timing or viability of development; relocation of employers out of the area; stricter land use regulations; shortages of water, electricity, natural gas or other utilities; destruction of property caused by earthquake, flood or other natural disasters; environmental pollution or contamination.

No assurance can be given that the value estimates set forth in this Official Statement are accurate or that the values will not decline in the future if one or more events, such as natural disasters or adverse economic conditions, occur. See "Property Values" above.

Neither the Underwriter nor the City has evaluated development risks. Since these are largely business risks of the type that property owners customarily evaluate individually, and inasmuch as changes in land ownership may well mean changes in the evaluation with respect to any particular parcel, the City is issuing the 2023 Bonds without regard to any such evaluation. Thus, the creation of the District and the issuance of the 2023 Bonds in no way implies that the District, the Underwriter, or the City has evaluated these risks or the reasonableness of these risks.

The following is a discussion of specific risk factors that could affect the timing or scope of property development in the District or the value of property in the District.

Land Development. Land values are influenced by the level of development in the area in many respects.

First, undeveloped or partially developed land is generally less valuable than developed land and provides less security to the owners of the 2023 Bonds should it be necessary for the District to foreclose on undeveloped or partially developed property due to the nonpayment of Special Taxes.

Second, failure to complete development on a timely basis could adversely affect the land values of those parcels that have been completed. Lower land values would result in less security for the payment of principal of and interest on the 2023 Bonds and lower proceeds from any foreclosure sale necessitated by delinquencies in the payment of the Special Tax. See "VALUE OF PROPERTY WITHIN THE DISTRICT – Value to Special Tax Burden Ratios." No assurance can be given that the proposed development within the District will be completed, and in assessing the investment quality of the 2023 Bonds, prospective purchasers should evaluate the risks of noncompletion.

Neither the Master Developer nor Lennar Homes provides any assurances to the City that the project will be developed or that sources of financing that will actually be available will be sufficient to complete the currently projected development. Neither the Master Developer nor Lennar Homes has an obligation to the City or to owners of the 2023 Bonds to complete the project.

Risks of Real Estate Investment Generally. Continuing development of land within the District may be adversely affected by changes in general or local economic conditions, fluctuations in the real estate market, increased construction costs, development, financing and marketing capabilities of individual property owners, water or electricity shortages, and other similar factors. Development in the District may also be affected by development in surrounding areas, which may compete with the District. In addition, land development operations are subject to comprehensive federal, state and local regulations, including environmental, land use, zoning and building requirements. There can be no assurance that proposed land development operations within the District will not be adversely affected by future government policies, including, but not limited to, governmental policies to restrict or control development, or future growth control initiatives. There can be no assurance that land development operations within the District will not be adversely affected by these risks.

Natural Disasters. The value of the parcels in the District in the future can be adversely affected by a variety of natural occurrences, particularly those that may affect infrastructure and other public improvements and private improvements on the parcels in the District and the continued habitability and enjoyment of such private improvements. For example, the areas in and surrounding the District, like those in much of California, may be subject to earthquakes or other unpredictable seismic activity, however, the District is not located in a seismic special studies zone.

Other natural disasters could include, without limitation, landslides, floods, droughts, wildfires or tornadoes. One or more natural disasters could occur and could result in damage to improvements of varying seriousness. Although the District is not in a high-risk area for

landslides, floods, wildfires or tornadoes, natural disasters such as these are unpredictable and may occur anywhere throughout the State, with devastating consequences. The damage may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost, or because repair or replacement will not facilitate habitability or other use, or because other considerations preclude such repair or replacement. Under any of these circumstances there could be significant delinquencies in the payment of Special Taxes, and the value of the parcels may well depreciate.

Drought. California is subject to droughts from time-to-time. Although the City does not believe the recently ended or any future drought would impact development in the District, no assurances can be given in this regard.

The City employs a portfolio approach to its water supplies which includes the use of surface water, groundwater and recycled water. This portfolio approach is designed to provide a more reliable water supply. Surface water is the City's primary water supply which is delivered from the Folsom Reservoir under contracts with the Bureau of Reclamation and the Placer County Water Agency. The City also uses groundwater to supplement its surface water supplies during emergency and drought conditions. These groundwater wells are designated to accommodate Aquifer Storage and Recovery ("**ASR**"). The City's ASR program allows for the storage of treated surface water in the groundwater basin through direct injection through the ASR wells. This water can be extracted later from the same wells for use during emergency or drought conditions. This water "banking" allows the City to use groundwater without significant impact to the groundwater table when surface water supplies are limited. The City also uses recycled water generated from its wastewater treatment facilities for irrigation purposes in commercial landscaping, public rights-of way, parks and golf courses. The use of recycled water reduces the demand for treated water for these purposes and leaving more for domestic use.

The City indicates it has adequate surface water and groundwater supplies to meet the allocation for all phases of planned development for the project in accordance with applicable law and regulations. However, in the event that the City's water supply is severely limited or cut off by virtue of future actions beyond its control resulting from ongoing or future drought conditions, development within the District may be delayed or even stopped. The Development Agreement provides that should the City need to restrict development it must do so City-wide and cannot single out the property in the District in restricting development activity. In turn, the anticipated diversity of land ownership within the District could also be reduced, making the owners of the 2023 Bonds more dependent upon owners of undeveloped land for the timely payment of the Special Taxes levied on undeveloped property. Furthermore, such an increased period of concentrated ownership of undeveloped land increases the potential negative impact of any bankruptcy or other financial difficulties experienced by the Landbank Owner, Lennar Homes or successor owners. Any reduction or interruption in the water supply would also likely cause a reduction in the land value and thus a reduction in the security in the event of a need to foreclose on land within the District following a delinquency in the payment of Special Taxes.

Legal Requirements. Other events that may affect the value of a parcel include changes in the law or application of the law. Such changes may include, without limitation, local growth control initiatives, local utility connection moratoriums and local application of statewide tax and governmental spending limitation measures. Development in the District may also be adversely affected by the application of laws protecting endangered or threatened species.

Hazardous Substances. Any discovery of a hazardous substance detected on property within the District would affect the marketability and the value of some or all of the property in the

District. In that event, the owners and operators of a parcel within the District may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as “CERCLA” or the “Superfund Act,” is the most well-known and widely applicable of these laws. California laws with regard to hazardous substances are also applicable to property within the District and are as stringent as the federal laws. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition of property whether or not the owner (or operator) has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the parcels be contaminated by a hazardous substance is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The values set forth in the Appraisal do not take into account the possible reduction in marketability and value of any of the parcels within the District by reason of the possible liability of the owner (or operator) for the remedy of a hazardous substance condition on a parcel. Although the City is not aware that the owner (or operator) of any of the property within the District has a current liability for a hazardous substance with respect to any of the parcels, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the parcels within the District resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel within the District that is realizable upon a foreclosure sale.

Endangered and Threatened Species. It is illegal to harm or disturb any plants or animals in their habitat that have been listed as endangered species by the United States Fish & Wildlife Service under the Federal Endangered Species Act or by the California Fish & Game Commission under the California Endangered Species Act without a permit. Although the Master Developer and Lennar Homes believe that no federally listed endangered or threatened species would be affected by the proposed development within the District, other than any that are permitted by the entitlements already received (which allow for the impact of development and specify the mitigation required), the discovery of an endangered plant or animal could delay development of vacant property in the District or reduce the value of undeveloped property.

Levy and Collection of Special Taxes

General. The principal source of payment of principal of and interest on the 2023 Bonds is the proceeds of the annual levy and collection of the Special Tax against property within the District.

Limitation on Maximum Special Tax Rate. The annual levy of the Special Tax is subject to the Maximum Annual Facilities Special Tax rate authorized in the Rate and Method. The levy cannot be made at a higher rate even if the failure to do so means that the estimated proceeds of the levy and collection of the Special Tax, together with other available funds, will not be sufficient to pay debt service on the 2023 Bonds.

In addition to the Maximum Annual Facilities Special Tax rate limitation in the Rate and Method, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the 2023 Bonds.

No Relationship Between Property Value and Special Tax Levy. Because the Rate and Method is not based on property value, the levy of the Special Tax will rarely, if ever, result in a uniform relationship between the value of particular parcels of Taxable Property and the amount of the levy of the Special Tax against those parcels. Thus, there will rarely, if ever, be a uniform relationship between the value of the parcels of Taxable Property and their proportionate share of debt service on the 2023 Bonds, and certainly not a direct relationship.

Factors that Could Lead to Special Tax Deficiencies. The following are some of the factors that might cause the levy of the Special Tax on any particular parcel of Taxable Property to vary from the Special Tax that might otherwise be expected:

Transfers to Governmental Entities. The number of parcels of Taxable Property could be reduced through the acquisition of Taxable Property by a governmental entity and failure of the government to pay the Special Tax based upon a claim of exemption or, in the case of the federal government or an agency thereof, immunity from taxation, thereby resulting in an increased tax burden on the remaining taxed parcels.

Property Tax Delinquencies. Failure of the owners of Taxable Property to pay property taxes (and, consequently, the Special Tax), or delays in the collection of or inability to collect the Special Tax by tax sale or foreclosure and sale of the delinquent parcels, could result in a deficiency in the collection of Special Tax revenues. See “– Tax Delinquencies” below. There is currently no history of tax levies in the District.

Delays Following Special Tax Delinquencies and Foreclosure Sales. The Fiscal Agent Agreement generally provides that the Special Tax is to be collected in the same manner as ordinary *ad valorem* property taxes are collected and, except as provided in the special covenant for foreclosure described in “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure” and in the Act, is subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ordinary *ad valorem* property taxes. Under these procedures, if taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the County.

If sales or foreclosures of property are necessary, there could be a delay in payments to owners of the 2023 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 AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure.”

The ability of the City to collect interest and penalties specified by State law and to foreclose against properties having delinquent Special Tax installments may be limited in certain respects with regard to properties in which the Federal Deposit Insurance Corporation (the

“**FDIC**”) has or obtains an interest. The FDIC would obtain such an interest by taking over a financial institution that has made a loan that is secured by property within 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.

FDIC/Federal Government Interests in Properties

General. The ability of the District to foreclose the lien of delinquent unpaid Special Tax installments may be limited with regard to properties in which the Federal Deposit Insurance Corporation (the “**FDIC**”), the Drug Enforcement Agency, the Internal Revenue Service, or other federal agency has or obtains an interest.

Federal courts have held that, based on the supremacy clause of the United States Constitution, in the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest.

The supremacy clause of the United States Constitution reads as follows: “This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the contrary notwithstanding.”

This means that, unless Congress has otherwise provided, if a federal governmental entity owns a parcel that is subject to Special Taxes within the District but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the District wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on parity with the Special Taxes and preserve the federal government’s mortgage interest. In *Rust v. Johnson* (9th Circuit; 1979) 597 F.2d 174, the United States Court of Appeal, Ninth Circuit held that the Federal National Mortgage Association (“**FNMA**”) is a federal instrumentality for purposes of this doctrine, and not a private entity, and that, as a result, an exercise of state power over a mortgage interest held by FNMA constitutes an exercise of state power over property of the United States.

Bankruptcy and Foreclosure Delays

The payment of the Special Tax and the ability of the District to foreclose the lien of a delinquent unpaid tax, as discussed in “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure,” may

be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State of California relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the delivery of the 2023 Bonds (including Bond Counsel's approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the Special Taxes to become extinguished, bankruptcy of a property owner could result in a delay in prosecuting superior court foreclosure proceedings and could result in the possibility of delinquent Special Tax installments not being paid in full. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the 2023 Bonds. To the extent that property in the District continues to be owned by a limited number of property owners, the chances are increased that the 2023 Reserve Account of the Reserve Fund established for the 2023 Bonds could be fully depleted during any such delay in obtaining payment of delinquent Special Taxes. As a result, sufficient moneys would not be available in the 2023 Reserve Account of the Reserve Fund for transfer to the Bond Fund to make up shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the 2023 Bonds on a timely basis.

To the extent that bankruptcy or similar proceedings were to involve a large property owner, the chances would increase the likelihood that the 2023 Reserve Account of the Reserve Fund could be fully depleted during any resulting delay in receiving payment of delinquent Special Taxes. As a result, sufficient monies would not be available in the 2023 Reserve Account of the Reserve Fund for transfer to the Bond Fund to make up any shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the 2023 Bonds on a timely basis.

On July 30, 1992, the United States Court of Appeals for the Ninth Circuit issued its opinion in a bankruptcy case entitled *In re Glasply Marine Industries*. In that case, the court held that *ad valorem* property taxes levied by Snohomish County in the State of Washington after the date that the property owner filed a petition for bankruptcy were not entitled to priority over a secured creditor with a prior lien on that property. The court upheld the priority of unpaid *ad valorem* taxes imposed before the bankruptcy petition (the "pre-petition taxes"), but unpaid taxes imposed after the filing of the bankruptcy petition ("post-petition taxes") were declared to be unsecured "administrative expenses" of the bankruptcy estate, and were therefore held to be payable from the bankruptcy estate only after payment of all secured creditors. As a result, the secured creditor of the property was able to foreclose on the property and retain all of the proceeds of the sale except for the amount of the pre-petition taxes.

According to the court's ruling, as administrative expenses, post-petition taxes would have to be paid, but only if the debtor had sufficient assets not subject to other perfected security interests to do so. In certain circumstances, payment of such administrative expenses may also be allowed to be deferred. Once the property is transferred out of the bankruptcy estate (through foreclosure or otherwise) it would at that time again become subject to and would secure liens for then current and future *ad valorem* taxes.

Glasply was controlling precedent on bankruptcy courts in the State of California for several years subsequent to the date of the Ninth Circuit's holding. Pursuant to state law, the lien date for general *ad valorem* property taxes levied in the State of California is the January 1 preceding the fiscal year for which the taxes are levied. Under the *Glasply* holding, a bankruptcy

petition filing would have prevented the lien for general *ad valorem* property taxes levied in fiscal years subsequent to the filing of a bankruptcy petition from attaching and becoming a lien so long as the property was a part of the estate in bankruptcy. However, the *Glasply* holding was for the most part subsequently rendered inoperative with respect to the imposition of a lien for and the collection of *ad valorem* taxes by amendments to the federal Bankruptcy Code (Title 11 U.S.C.) which were part of the Bankruptcy Reform Act of 1994 (the “Bankruptcy Reform Act”) passed by Congress during the later part of 1994. The Bankruptcy Reform Act added a provision to the automatic stay section of the Bankruptcy Code which, pursuant to Section 362(b)(18) thereof, excepts from the Bankruptcy Code’s automatic stay provisions, “the creation of a statutory lien for an *ad valorem* property tax imposed by . . . a political subdivision of a state, if such tax comes due after the filing of the petition” by a debtor in bankruptcy court. The effect of this provision is to continue the secured interest of *ad valorem* taxes on real property (i.e., post-petition taxes) in effect during the period following the filing of a bankruptcy petition, including during the period bankruptcy proceedings are pending.

Without further clarification by the courts or Congress, the original rationale of the *Glasply* holding could, however, still result in the treatment of post-petition special taxes as “administrative expenses,” rather than as tax liens secured by real property, at least during the pendency of bankruptcy proceedings. This treatment might result from the fact that, although the lien of special taxes is of record from the date of the filing of a Notice of Special Tax Lien, the actual special tax is levied annually. As noted above, special taxes have a different lien date than the lien date for general *ad valorem* taxes in the State of California noted above. The lien of a Mello-Roos special tax attaches upon recordation of the notice of the special tax lien, as provided for in Section 53328.3 of the Act, as opposed to the annual January 1 lien date for general *ad valorem* taxes. Thus, in deciding whether the original *Glasply* ruling is applicable to a bankruptcy proceeding involving special taxes rather than general *ad valorem* property taxes, a court might consider the differences in the statutory provisions for creation of the applicable tax lien (general *ad valorem* or special tax) in determining whether there is a basis for post petition special taxes to be entitled to a lien on the property during pending bankruptcy proceedings. If a court were to apply *Glasply* to eliminate the priority of the special tax lien as a secured claim against property with respect to post-petition levies of the Special Taxes made against property owners within the District who file for bankruptcy, collections of the Special Taxes from such property owners could be reduced as the result of being treated as “administrative expenses” of the bankruptcy estate. Also, and most importantly, is the fact that the original holding in *Glasply* and the mitigation of that holding by the Bankruptcy Reform Act of 1994 both appear to be applicable only to general *ad valorem* taxes, and, therefore, the exemption from the automatic stay in Section 362(b)(18) discussed above may not be applicable to special taxes since they were not expressly mentioned or provided for in this section, nor defined to be included within the term “*ad valorem* taxes.”

Parity Taxes and Special Assessments; Private Debt

The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District.

Property in the District is currently subject to certain overlapping tax and assessment liens, as shown in the overlapping debt statement. Property in the District is also subject to the special tax of two additional community facilities districts formed to fund services and known as the Sierra Vista Community Facilities District No. 2 (Public Services) and the City’s Community Facilities District No. 3 (Municipal Services). The property is not subject to any other special tax or

assessment liens (other than the lien of the Special Tax). See “VALUE OF PROPERTY WITHIN THE DISTRICT – Estimated Tax Burden on Single Family Home.”

In addition, other governmental obligations may be authorized and undertaken or issued in the future, the tax, assessment or charge for which may become an obligation of one or more of the parcels of taxable property and may be secured by a lien on a parity with the lien of the Special Tax securing the Bonds. The principal of and interest on the Bonds are payable from the Special Tax authorized to be collected within the District, and payment of the Special Tax is secured by a lien on certain real property within the District. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in the District. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure if unpaid. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District. Although the Special Taxes will generally have priority over non-governmental liens on a parcel of taxable property, regardless of whether the non-governmental liens were in existence at the time of the levy of the Special Tax or not, this result may not apply in the case of bankruptcy. See “– Bankruptcy and Foreclosure Delays” above.

There can be no assurance that property owners within the District will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities. In addition to liens for special taxes or assessments to finance public improvements of benefit to land within the District, owners of property may obtain loans from banks or other private sources which loans may be secured by a lien on the parcels in the District. Such loans would increase amounts owed by the owner of such parcel with respect to development of its property in the District. However, the lien of such loans would be subordinate to the lien of the Special Taxes.

Tax Delinquencies

Under provisions of the Act, the Special Taxes will be billed to the properties within the District on the regular property tax bills sent to owners of such properties. Such Special Tax installments are due and payable, and bear the same penalties and interest for nonpayment, as do regular property tax installments. Special Tax installment payments cannot be made separately from property tax payments. Therefore, the unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Special Tax payments in the future.

The annual Special Tax will be billed and collected in two installments payable without penalty by December 10 and April 10. In the event such Special Taxes are not timely paid, moneys available to pay debt service on the Bonds becoming due on the subsequent respective March 1 and September 1 may be insufficient, except to the extent moneys are available in the 2023 Reserve Account of the Reserve Fund.

In the event of non-payment of Special Taxes, funds in the 2023 Reserve Account of the Reserve Fund, if available, may be used to pay principal of and interest on the 2023 Bonds. If funds in the 2023 Reserve Account of the Reserve Fund for the 2023 Bonds are depleted, the

funds can be replenished from the proceeds of the levy and collection of the Special Tax that are in excess of the amount required to pay all amounts to be paid pursuant to the Fiscal Agent Agreement. However, no replenishment from the proceeds of a Special Tax levy can occur as long as the proceeds that are collected from the levy of the Special Tax against property within the District at the maximum Special Tax rates, together with other available funds, remains insufficient to pay all such amounts. Thus it is possible that the 2023 Reserve Account of the Reserve Fund will be depleted and not be replenished by the levy of the Special Tax.

See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure” for a discussion of the provisions which apply, and procedures which the City is obligated to follow, in the event of delinquency in the payment of Special Taxes. See also “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology” for a discussion of a limitation imposed by the Act applicable to Special Tax increases on residential property.

No Acceleration Provisions

The 2023 Bonds do not contain a provision allowing for the acceleration of the 2023 Bonds in the event of a payment default or other default under the terms of the 2023 Bonds or the Fiscal Agent Agreement. Under the Fiscal Agent Agreement, a 2023 Bond holder is given the right for the equal benefit and protection of all 2023 Bond holders similarly situated to pursue certain remedies. So long as the 2023 Bonds are in book-entry form, DTC will be the sole 2023 Bond holder and will be entitled to exercise all rights and remedies of 2023 Bond holders.

Ballot Initiatives

From time to time, initiative measures qualify for the State ballot pursuant to the State’s constitutional initiative process, and those measures could be adopted by California voters. The adoption of any such initiative might place limitations on the ability of the State, the City, the County or other local districts to increase revenues or to increase appropriations or on the ability of the landowners to complete the development of the District. See “–Property Values and Property Development – Land Development” above. See also “–Voter Initiatives” below.

Voter Initiatives

Under the California Constitution, the power of initiative is reserved to the voters for the purpose of enacting statutes and constitutional amendments. Since 1978, the voters have exercised this power through the adoption of Proposition 13 and similar measures, including Proposition 218, which was approved in the general election held on November 5, 1996, and Proposition 26, which was approved on November 2, 2010.

Any such initiative may affect the collection of fees, taxes and other types of revenue by local agencies such as the 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 2023 Bonds.

Proposition 218—Voter Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment, added Articles XIIIC and XIIID to the California Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges.

On November 2, 2010, California voters approved Proposition 26, entitled the “Supermajority Vote to Pass New Taxes and Fees Act”. Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as “fees.” Proposition 26 amended Articles XIII A and XIII C 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 XIII C 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 2023 Bonds does not require the conduct of further proceedings under the Mello-Roos Act, Proposition 218 or Proposition 26.

Like their antecedents, Proposition 218 and Proposition 26 are likely to undergo both judicial and legislative scrutiny before the impact on the District can be determined. Certain provisions of Proposition 218 and Proposition 26 may be examined by the courts for their constitutionality under both State and federal constitutional law, the outcome of which cannot be predicted.

Case Law Related to the Mello-Roos Act

On August 1, 2014, the California Court of Appeal, Fourth Appellate District, issued its opinion in *City of San Diego v. Melvin Shapiro, et al.* (D063997). The case involved a Convention Center Facilities District (the “CCFD”) established by the City of San Diego. The CCFD is a financing district established under the City’s charter (the “Charter”) and was intended to function much like a community facilities district established under the Mello-Roos Act. The CCFD was comprised of all of the real property in the entire City. However, the CCFD special tax was to be levied only on properties in the CCFD that were improved with a hotel.

At the election to authorize the CCFD special tax, the CCFD proceedings limited the electorate to owners of hotel properties and lessees of real property owned by a governmental entity on which a hotel was located. Registered voters in the City of San Diego were not permitted to vote. This definition of the qualified electors of the CCFD was based on Section 53326(c) of the Mello-Roos Act, which generally provides that, if a special tax will not be apportioned in any tax year on residential property, the legislative body may provide that the vote shall be by the landowners of the proposed community facilities district whose property would be subject to the special tax.

The *San Diego* Court held that the CCFD special tax election did not comply with the City’s Charter and with applicable provisions of the California Constitution -- specifically Article XIII A, section 4 (“Cities, Counties and special districts, by a two-thirds vote of the qualified electors of such district, may impose special taxes on such district...”) and Article XIII C, section 2(d) (“No local government may impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote.”) -- because the electors in the CCFD election should have been the registered voters residing within the CCFD (the boundaries of which were coterminous with the boundaries of the City of San Diego).

As to the District, there were no registered voters within the District at the time of the election to authorize the Special Taxes. Significantly, the *San Diego* Court expressly stated that it was not addressing the validity of a landowner election to impose special taxes on residential property pursuant to the Mello-Roos Act in situations where there are fewer than 12 registered voters. Therefore, by its terms, the *San Diego* Court's holding does not apply to the special tax election in the District.

Moreover, Sections 53341 and 53359 of the Act establish a limited period of time in which special taxes levied under the Mello-Roos Act may be challenged by a third party:

53341. Any action or proceeding to attack, review, set aside, void, or annul the levy of a special tax or an increase in a special tax pursuant to [the Mello-Roos Act] shall be commenced within 30 days after the special tax is approved by the voters....

53359. An action to determine the validity of bonds issued pursuant to [the Mello-Roos Act] or the validity of any special taxes levied pursuant to [the Mello-Roos Act] ... shall be commenced within 30 days after the voters approve the issuance of the bonds or the special tax ...

Section 53326(b) of the Mello-Roos Act defines the authorized voters for an election in which the special taxes will be levied on residential property: "Except as otherwise provided in subdivision (c), if at least 12 persons, who need not necessarily be the same 12 persons, have been registered to vote within the territory of the proposed community facilities district for each of the 90 days preceding the close of the protest hearing, the vote shall be by the registered voters of the proposed district, with each voter having one vote. Otherwise, the vote shall be by the landowners of the proposed district and each person who is the owner of land at the close of the protest hearing, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that he or she owns within the proposed community facilities district not exempt from the special tax...."

Landowner voters approved the Special Taxes and the issuance of bonds for the District in compliance with all applicable requirements of the Mello-Roos Act on April 16, 2014. Therefore, pursuant to Sections 53341 and 53359 of the Mello-Roos Act, the statute of limitations period to challenge the validity of the special tax has expired. Because the *San Diego* Court expressly stated that it did not consider the facts presented by the District and because the period for challenging the Special Taxes has passed, the City believes the Special Taxes are valid and cannot be challenged.

Changes in Tax Law

H.R. 1 of the 115th U.S. Congress, known as the "Tax Cuts and Jobs Act," was enacted into law on December 22, 2017 (the "**Tax Act**"). The Tax Act made significant changes to many aspects of the Code that could have an impact on property development. The Tax Act reduced the amount of mortgage interest expense and state local income tax and property tax expense that individuals may deduct from their gross income for federal income tax purposes, which could increase the cost of home ownership within the District and could adversely affect the sale of homes by the Developer and the merchant homebuilders. Future changes in tax law could also have a material adverse impact on home sales in the District.

Pandemic Diseases

In recent years, public health authorities have warned of threats posed by outbreaks of disease and other public health threats. On February 11, 2020, the WHO announced the official name for the outbreak of COVID-19, an upper respiratory tract illness. COVID-19 has since spread across the globe. The spread of COVID-19 had significant adverse health and financial impacts throughout the world. The WHO declared the COVID-19 outbreak to be a pandemic, and states of emergency were declared by the Governor of the State and the President of the United States.

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. Such actions may affect the ability of the Master Developer or Lennar Homes to complete their planned developments in the time periods and within the cost estimates described in this Official Statement.

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, including the Developer, merchant homebuilders and individual homeowners, 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 2023 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 2023 Bonds that were purchased at a price greater than par could reduce the otherwise expected yield on such 2023 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

The City has covenanted for the benefit of owners of the 2023 Bonds to provide certain financial information and operating data relating to the District by not later than nine months after the end of the City's fiscal year (presently June 30) in each year (the "**City Annual Report**") commencing with its report for the 2022-23 fiscal year (due April 1, 2024) and to provide notices of the occurrence of certain enumerated events.

The City Annual Report and notices of listed 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 and the notices of listed events by the City is summarized in "APPENDIX E – FORM OF CONTINUING DISCLOSURE UNDERTAKINGS."

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 Master Developer and Lennar Homes

Neither the Master Developer nor Lennar Homes is an obligated party under the Rule, but the Master Developer has voluntarily agreed to provide, for the benefit of the owners of the Bonds, semiannual continuing disclosure and notice of certain enumerated events with respect to itself, Lennar Homes, and their respective property within the District. The Master Developer will enter into a Continuing Disclosure Certificate (Developer) and provide such information until the earlier of (i) the date that the property owned by the Master Developer and Lennar Homes combined is responsible for less than 20% of the special tax levy in the District or (ii) the date that the Master Developer and Lennar Homes own a combined 110 or fewer residential lots in the District (or property that may be subdivided into less than 110 or fewer residential lots in the District).

The specific nature of the information to be contained in its semiannual reports and the notices of listed events by the Master Developer is summarized in "APPENDIX E — FORM OF CONTINUING DISCLOSURE UNDERTAKINGS." The continuing disclosure undertaking will be the second for the Master Developer.

The Master Developer has not failed in any material respect to comply with any previous undertaking to provide periodic continuing disclosure reports or notices of material events with

respect to community facilities districts or assessment districts in California within the past five years.

Lennar Homes represents that, other than as disclosed in this paragraph, to the actual knowledge of Lennar Homes, Lennar Homes has not failed in any material respect to comply with any previous undertaking by it to provide periodic continuing disclosure reports or notices of material events with respect to community facilities districts or assessment districts in California within the past five years. However, (i) in connection with the \$16,780,000 California Municipal Finance Authority Special Tax Revenue Bonds BOLD Program Series 2020B, Lennar Homes inadvertently failed to file the initial Semi-Annual Report by the due date of May 1, 2021, but filed a curative report on May 21, 2021; and (ii) in connection with the \$5,795,000 City of Rancho Cordova Grantline 208 Community Facilities District No. 2018-1 Special Tax Bonds, Series 2021B, Lennar Homes inadvertently failed to file the initial annual report by the due date of April 1, 2022, but filed a curative report on September 21, 2022..

UNDERWRITING

The 2023 Bonds were purchased through negotiation by Stifel, Nicolaus & Company, Incorporated, as underwriter (the “**Underwriter**”). The Underwriter agreed to purchase the 2023 Bonds at a price of \$_____ (which is equal to the par amount of the 2023 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 2023 Bonds to certain dealers and others at a price lower than the public offering prices set forth on the cover page hereof.

The Underwriter has entered into an agreement with its affiliate, Vining-Sparks IBG, LLC for the distribution of certain municipal securities offerings at the original issue price. Pursuant to that distribution agreement, Vining-Sparks IBG, LLC may purchase the 2023 Bonds from the Underwriter at the original issue price less a negotiated portion of the selling concession applicable to any 2023 Bonds that Vining-Sparks IBG, LLC sells.

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 2023 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 2023 Bonds.

LEGAL OPINION

The validity of the 2023 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 D to this Official Statement, and the final opinion will be made available to registered owners of the 2023 Bonds at the time of delivery. The fees of Bond Counsel are contingent upon the sale and delivery of the 2023 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 2023 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 2023 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 2023 Bonds.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public at which a 2023 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 2023 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 2023 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 2023 Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such 2023 Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the 2023 Bonds who purchase the 2023 Bonds after the initial offering of a substantial amount of such maturity. Owners of such 2023 Bonds should consult their own tax advisors with respect to the tax consequences of ownership of 2023 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 2023 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 2023 Bond (said term being the shorter of the 2023 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 2023 Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a 2023 Bond is amortized each year over the term to maturity of the 2023 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 2023 Bond premium is not deductible for federal income tax purposes. Owners of premium 2023 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 2023 Bonds.

California Tax Status. In the further opinion of Bond Counsel, interest on the 2023 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 2023 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 2023 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 2023 Bonds, or as to the consequences of owning or receiving interest on the 2023 Bonds, as of any future date. Prospective purchasers of the 2023 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 2023 Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the 2023 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 2023 Bonds, the ownership, sale or disposition of the 2023 Bonds, or the amount, accrual or receipt of interest on the 2023 Bonds.

NO RATINGS

The City has not applied to a rating agency for the assignment of a rating to the 2023 Bonds and does not contemplate applying for a rating.

NO LITIGATION

At the time of delivery of and payment for the 2023 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 2023 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 2023 Bonds, or in any way contesting or affecting the validity or enforceability of the 2023 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 2023 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 APPRAISAL

APPENDIX C

THE CITY OF ROSEVILLE AND PLACER COUNTY

*The District is located in the City of Roseville (the “**City**”), which is located in southwestern Placer County (the “**County**”), California (the “**State**”). Certain financial and economic data for the City, County and State are presented in this appendix for information purposes only. The 2023 Bonds are not a debt or obligation of the City, County or State, but are a limited obligation of the City, secured solely by the Special Tax Revenues and other amounts pledged under the Fiscal Agent Agreement, all as described in more detail in this Official Statement.*

General

The City is located in 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 2023 was approximately 152,928.

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 SunSplash.

Municipal Government

The City was incorporated on April 10, 1909 and is a charter city. The City operates under the council-manager form of government, with a five-member City Council elected 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 2019 through 2023, as of January 1

<u>Year</u>	<u>City of Roseville</u>	<u>Placer County</u>	<u>State of California</u>
2019	141,097	395,345	39,605,361
2020	143,493	399,015	39,648,938
2021	148,736	406,688	39,286,510
2022	151,450	409,441	39,078,674
2023	152,928	410,305	38,940,231

Source: California State Department of Finance.

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Effective Buying Income

Effective buying income (“**EBI**”) is designated as personal income less personal tax and non-tax payments. Personal income is the aggregate of wages and salaries, other labor income (such as employer contributions to private pension funds), proprietor’s income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, personal interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), non-tax payments (such as fines, fees, penalties), and personal contributions for social insurance. Effective buying income is a bulk measure of market potential. It indicates the general ability to buy and is essential in comparing, selecting and grouping markets on that basis. The following table demonstrates the growth in annual estimated EBI for the City, the County, the State and the United States.

EFFECTIVE BUYING INCOME (EBI) City, County, State and United States As of January 1, 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 3.8 percent in April 2023, down from a revised 4.4 percent in March 2023, and above the year-ago estimate of 3.4 percent. This compares with an unadjusted unemployment rate of 4.3 percent for California and 3.1 percent for the nation during the same period. The unemployment rate was 3.6 percent in El Dorado County, 3.3 percent in Placer County, 3.9 percent in Sacramento County, and 4.3 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 2018 through 2022.

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>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
<u>Civilian Labor Force</u> ⁽¹⁾	1,088,500	1,101,200	1,095,600	1,107,800	1,124,500
Employment	1,047,200	1,061,100	998,400	1,036,700	1,082,500
Unemployment	41,200	40,100	97,200	71,100	42,000
Unemployment Rate	3.8%	3.6%	8.9%	6.4%	3.7%
<u>Wage and Salary Employment</u> ⁽²⁾					
Agriculture	9,100	8,700	8,300	9,000	8,600
Mining and Logging	400	500	500	500	500
Construction	64,500	69,400	70,200	74,900	76,800
Manufacturing	36,000	36,800	36,100	37,700	40,300
Wholesale Trade	28,400	28,600	26,600	26,900	28,300
Retail Trade	102,000	100,500	95,100	101,600	100,800
Transportation, Warehousing and Utilities	29,500	32,200	34,300	37,500	40,500
Information	12,400	11,900	10,200	10,100	10,500
Finance and Insurance	36,700	35,200	34,800	34,100	33,200
Real Estate and Rental and Leasing	16,800	17,300	16,900	17,700	19,100
Professional and Business Services	136,000	137,300	133,500	140,600	147,500
Educational and Health Services	159,800	166,600	164,000	168,800	175,400
Leisure and Hospitality	106,200	109,600	83,900	93,600	108,700
Other Services	34,200	35,400	31,000	33,300	36,100
Federal Government	14,100	14,200	14,800	14,500	14,300
State Government	120,400	121,900	121,700	127,300	128,700
Local Government	103,500	105,300	98,900	98,400	102,900
Total, All Industries ⁽³⁾	1,009,900	1,031,300	980,700	1,025,400	1,072,300

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(3) Totals may not add due to rounding.

Source: State of California Employment Development Department

Major Employers

The following table lists the major employers within the County, in alphabetical order.

MAJOR EMPLOYERS Placer County (In Alphabetical Order) May 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 2nd 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, 2022.

PRINCIPAL EMPLOYERS City of Roseville As of June 30, 2022

<u>Employer</u>	<u>Number of Employees</u>
The Kaiser Permanente Medical Group & Foundation Group	5,900
PRIDE Industries	5,342
Sutter Roseville Medical Group	3,361
Adventist Health	1,500
City of Roseville	1,277
Union Pacific Railroad Company	1,150
Roseville City School District	1,133
Roseville Joint Union High School	1,005
Penumbra	600
Consolidated Communications	507
Total – Top Ten	<u>21,865</u>
Total City-Wide Employment	92,281

Source: City of Roseville Comprehensive Annual Financial Report for Fiscal Year 2021-22.

Construction Permits

The following table shows valuations of residential and non-residential building permits issued for calendar years 2018 through 2022. Annual figures are not yet available for 2023.

BUILDING PERMIT VALUATION City of Roseville (Valuation in Thousands of Dollars)

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
<u>Permit Valuation</u>					
New Single-family	\$220,813.8	\$265,615.3	\$322,748.5	\$467,676.3	\$420,490.6
New Multi-family	0.0	6,855.8	46,469.0	0.0	1,552.1
Res. Alterations/Additions	<u>8,598.7</u>	<u>16,133.8</u>	<u>5,126.3</u>	<u>39,648.3</u>	<u>5,529.1</u>
Total Residential	\$229,412.5	\$288,604.9	\$374,343.8	\$507,324.6	\$427,571.8
 New Commercial	 \$21,072.5	 \$24,136.7	 \$23,230.8	 \$16,627.7	 \$40,882.5
New Industrial	0.0	0.0	0.0	0.0	0.0
New Other	11,541.4	9,358.1	12,610.6	12,351.9	7,312.1
Com. Alterations/Additions	<u>38,098.5</u>	<u>46,155.6</u>	<u>24,553.9</u>	<u>29,192.0</u>	<u>42,938.9</u>
Total Nonresidential	\$70,712.4	\$79,650.40	\$60,395.3	\$58,171.6	\$91,133.5
 <u>New Dwelling Units</u>					
Single-Family	806	1,001	1,226	1,860	1,618
Multiple Family	<u>0</u>	<u>65</u>	<u>372</u>	<u>0</u>	<u>18</u>
Total New Dwelling Units	806	1,066	1,598	1860	1,636

Source: Construction Industry Research Board, Building Permit Summary.

The County's 2022-23 assessment roll totaled \$97,541,982,154 as compared to the prior year's assessment roll of \$89,326,713,518, which reflected a 9.20% 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 2018 through 2022. Annual figures are not yet available for 2023.

BUILDING PERMIT VALUATION
County of Placer
(Valuation in Thousands of Dollars)

	2018	2019	2020	2021	2022
<u>Permit Valuation</u>					
New Single-family	\$696,737.4	\$693,647.7	\$827,822.1	\$1,323,114.6	\$1,193,148.4
New Multi-family	23,384.7	7,896.7	72,442.8	11,183.1	40,312.6
Res. Alterations/Additions	<u>99,341.6</u>	<u>86,964.2</u>	<u>52,440.8</u>	<u>107,613.1</u>	<u>82,331.3</u>
Total Residential	\$819,463.7	\$788,508.6	\$952,705.7	\$1,441,910.8	\$1,315,792.3
 New Commercial	 \$90,424.4	 \$73,609.7	 \$58,855.0	 \$52,238.1	 \$105,124.2
New Industrial	7,956.4	268.7	25.0	1,155.5	0.0
New Other	68,208.3	110,951.1	76,576.0	73,032.7	116,224.1
Com. Alterations/Additions	<u>84,271.0</u>	<u>78,159.7</u>	<u>49,149.7</u>	<u>58,371.2</u>	<u>80,371.0</u>
Total Nonresidential	\$250,860.1	\$262,989.2	\$184,605.7	\$184,797.5	\$301,719.3
 <u>New Dwelling Units</u>					
Single-Family	1,963	2,080	2,552	4,176	3,701
Multiple Family	<u>19</u>	<u>71</u>	<u>540</u>	<u>66</u>	<u>351</u>
Total New Dwelling Units	1,982	2,151	3,092	4,242	4,052

Source: Construction Industry Research Board, Building Permit Summary.

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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 calendar year 2022 in the City were reported to be \$5,934,936,479, a 5.63% increase from the total taxable sales of \$5,618,718,251 reported during the calendar year 2021.

CITY OF ROSEVILLE
Taxable Transactions
Calendar Years 2018 through 2022
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
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	4,800,774	5,602	5,618,718
2022	3,676	5,039,926	5,847	5,934,936

Source: State Department of Tax and Fee Administration

The total taxable sales during calendar year 2022 in the County were reported to be \$13,351,486,567, an 5.69% increase over the total taxable sales of \$12,632,960,416 reported during calendar year 2021.

PLACER COUNTY
Taxable Transactions
Calendar Years 2018 through 2022
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
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	12,632,960
2022	8,201	10,051,067	14,163	13,351,487

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.

APPENDIX D
FORM OF OPINION OF BOND COUNSEL

[Closing Date]

City Council
City of Roseville
311 Vernon Street
Roseville, California 95678

OPINION: \$_____ City of Roseville The Ranch at Sierra Vista Community
Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2023 _____

Members of the City Council:

We have acted as bond counsel to the City of Roseville (the "City") in connection with the issuance by the City of the \$_____ City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2023 (the "Bonds"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, constituting Section 53311, et seq. of the California Government Code (the "Act") and a Fiscal Agent Agreement dated as of September 1, 2020, as amended and supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of December 1, 2021 and a Supplemental Agreement No. 2 to Fiscal Agent Agreement, dated as of July 1, 2023 (collectively, the "Fiscal Agent Agreement"), by and between the City, on behalf of the City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities), and U.S. Bank Trust Company, National Association, as successor fiscal agent. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the City contained in the Fiscal Agent Agreement, and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The City is duly created and validly existing as a public body, corporate and politic, with the power to adopt the resolution authorizing the issuance of the Bonds, enter into Supplemental Agreement No. 2 to Fiscal Agent Agreement, dated as of July 1, 2023, to perform the agreements on its part contained therein and in the Fiscal Agent Agreement, and to issue the Bonds.

2. The Bonds have been duly authorized, executed and delivered by the City and are valid and binding limited obligations of the City, payable solely from the sources provided therefor in the Fiscal Agent Agreement.

3. The Fiscal Agent Agreement has been duly entered into by the City and constitutes a valid and binding obligation of the City enforceable upon the City.

4. Pursuant to the Act, the Fiscal Agent Agreement creates a valid lien on the funds pledged by the Fiscal Agent Agreement.

5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Bonds may be subject to the corporate alternative minimum tax. The opinions set forth in the preceding 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 E

FORMS OF CONTINUING DISCLOSURE UNDERTAKINGS

CONTINUING DISCLOSURE CERTIFICATE (City)

This CONTINUING DISCLOSURE CERTIFICATE (this “Disclosure Certificate”) dated as of July 1, 2023, is executed and delivered by the CITY OF ROSEVILLE (the “City”) in connection with the execution and delivery of its City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2023 (the “Bonds”). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement dated as of September 1, 2020, as amended and supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of December 1, 2021 and a Supplemental Agreement No. 2 to Fiscal Agent Agreement, dated as of July 1, 2023 (collectively, the “Fiscal Agent Agreement”), by and between the City and U.S. Bank Trust Company, National Association, as successor fiscal agent (the “Fiscal Agent”).

The District covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, the following capitalized terms shall have the following meanings:

“Annual Report” means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Annual Report Date” means the date that is nine months after the end of the City’s fiscal year (currently April 1 based on the City’s fiscal year end of June 30).

“Dissemination Agent” means Willdan Financial Services, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

“Listed Events” means any of the events listed in Section 5(a) of this Disclosure Certificate.

“MSRB” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

“Official Statement” means the final official statement executed by the City in connection with the issuance of the Bonds.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing April 1, 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(b). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City shall provide (or cause the Dissemination Agent to provide) in a timely manner to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A to this Disclosure Certificate.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine prior to each Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City’s Annual Report shall contain or incorporate by reference the following:

(a) The City’s audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City’s audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and

the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) The following information, unless otherwise specified, as of September 30 of the preceding year:

(i) Principal amount of all outstanding bonds of the District.

(ii) Balance in the Improvement Fund.

(iii) Balance in each reserve account of the Reserve Fund, and statement of the Reserve Requirement for the Bonds. Statement of projected draws on any reserve account in the Reserve Fund, if any.

(iv) Balance in other funds and accounts held by the City or fiscal agent related to the Bonds.

(v) Additional debt authorized by the City and payable from or secured by assessments or special taxes with respect to property within the District.

(vi) The Special Tax levy, the delinquency rate, total amount of delinquencies, number of parcels delinquent in payment for the five most recent fiscal years.

(vii) Notwithstanding the September 30 reporting date, the following information shall be reported as of the last day of the month immediately preceding the date of the Annual Report rather than as of September 30. Identity of each delinquent taxpayer responsible for 5 percent or more of total Special Tax levied, and the following information: assessor parcel number, assessed value of applicable properties, amount of Special Tax levied, amount delinquent by parcel number and status of foreclosure proceedings. If any foreclosure has been completed, summary of results of foreclosure sales or transfers.

(viii) Most recently available total assessed value of all parcels subject to the Special Tax.

(ix) List of landowners and assessor's parcel number of parcels subject to 20% or more of the Special Tax levy including the following information: development status to the extent shown in City records, land use classification, assessed value (land and improvements).

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person.
- (13) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional fiscal agent or the change of name of 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 Event described in subsection (a)(8) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Fiscal Agent Agreement.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14) and (a)(15) of this Section 5 contain the qualifier “if material” and that subparagraph (a)(6) also contains the qualifier “material” with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event’s occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above. The Dissemination Agent shall not be responsible for determining whether an event is material.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(e) For purposes of Section 5(a)(15) and (16), “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City’s obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in

full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(b).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days' written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

- (a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;
- (b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- (c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first Annual Report filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to this Disclosure Certificate modifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Listed Event under Section 5(b).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other

information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the City fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the City hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Bond holders, or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Disclosure Certificate as of the date first above written.

CITY OF ROSEVILLE, for and on behalf of
City of Roseville The Ranch at Sierra Vista
Community Facilities District No. 1 (Public
Facilities)

By: _____
Name:
Title:

WILLDAN FINANCIAL SERVICES, as
Dissemination Agent

By: _____
Name:
Title:

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Roseville

Name of Bond Issue: \$_____ City of Roseville The Ranch at Sierra Vista
Community Facilities District No. 1 (Public Facilities) Special Tax
Bonds Series 2023

Date of Issuance: _____, 2023

NOTICE IS HEREBY GIVEN that the City of Roseville (the "City") on behalf of City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) has not provided an Annual Report with respect to the above-named Bonds as required by the Fiscal Agent Agreement, dated as of September 1, 2020, as supplemented and amended (collectively, the "Fiscal Agent Agreement") by and between the City and U.S. Bank Trust Company, National Association, as Fiscal Agent. The City anticipates that the Annual Report will be filed by _____.

Dated: _____

WILLDAN FINANCIAL SERVICES, as
Dissemination Agent, on behalf of City of
Roseville The Ranch at Sierra Vista
Community Facilities District No. 1 (Public
Facilities)

By: _____
Name:
Title:

cc: City of Roseville

FORM OF CONTINUING DISCLOSURE CERTIFICATE (Developer)

THIS CONTINUING DISCLOSURE AGREEMENT (the “Disclosure Certificate”) dated as of July 1, 2023, is executed by Sierra Vista Communities, LLC, a California limited liability company (the “Master Developer”) in connection with the execution and delivery by the City of Roseville of its City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2023 (the “Bonds”). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement, dated as of September 1, 2020, as amended and supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of December 1, 2021 and a Supplemental Agreement No. 2 to Fiscal Agent Agreement, dated as of July 1, 2023 (together, the “Fiscal Agent Agreement”), by and between the City and U.S. Bank Trust Company, National Association, as successor fiscal agent (the “Fiscal Agent”).

The Master Developer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Master Developer for the benefit of the holders and beneficial owners of the Bonds.

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Affiliate” of another Person means (a) a Person directly or indirectly owning, controlling, or holding with power to vote, 5% or more of the outstanding voting securities of such other Person, (b) any Person, 5% or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote, by such other Person, and (c) any Person directly or indirectly controlling, controlled by, or under common control with, such other Person. For purposes hereof, “control” means the power to exercise a controlling influence over the management or policies of a Person, unless such power is solely the result of an official position with such Person. For purposes of this Disclosure Certificate, Lennar Homes shall be considered an Affiliate of the Master Developer, and the Master Developer will provide information pursuant to this Disclosure Certificate regarding Lennar Homes and the Property owned by Lennar Homes.

“Assumption Agreement” means an undertaking of a Major Owner, or an Affiliate thereof, for the benefit of the holders and beneficial owners of the Bonds containing terms substantially similar to this Disclosure Certificate (as modified for such Major Owner’s development and financing plans with respect to the District), whereby such Major Owner or Affiliate agrees to provide periodic reports and notices of significant events, setting forth the information described in sections 4 and 5 hereof, respectively, with respect to the portion of the property in the District owned by such Major Owner and its Affiliates and, at the option of the Master Developer or such Major Owner, agrees to indemnify the Dissemination Agent (if any) pursuant to a provision substantially in the form of Section 11 hereof. Notwithstanding the foregoing, the sale of all or a portion of the Property to Lennar Homes shall not require an Assumption Agreement because the Master Developer has agreed to provide information on Lennar Homes and its property under this Disclosure Certificate.

“Dissemination Agent” means a dissemination agent designated in writing by the Master Developer, and which has filed with the Master Developer and the City a written acceptance of

such designation, and which is experienced in providing dissemination agent services such as those required under this Disclosure Certificate. The initial Dissemination Agent shall be the Master Developer.

“District” means the City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities).

“Lennar Homes” means Lennar Homes of California, LLC, a California limited liability company.

“Listed Events” means any of the events listed in Section 5(a) of this Disclosure Certificate.

“Major Owner” means, as of any Report Date, an owner of land in the District that (i) is to be developed into 110 or more residential lots or (ii) is responsible in the aggregate for 20% or more of the Special Taxes in the District anticipated to be levied at any time during the then-current fiscal year.

“MSRB” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

“Official Statement” means the final official statement executed by the City in connection with the issuance of the Bonds.

“Participating Underwriter” means Stifel, Nicolaus & Company, Incorporated, the original Underwriter of the Bonds.

“Periodic Report” means any Periodic Report provided by the Master Developer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Person” means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof.

“Property” means the property owned by the Master Developer or Lennar Homes in the District.

“Report Date” means May 1 and November 1 of any fiscal year.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“Special Taxes” means the special taxes of the District levied on taxable property within the District.

Section 3. Provision of Periodic Reports.

(a) Until the Master Developer’s obligations under this Disclosure Certificate are terminated in accordance with Section 6 herein, the Master Developer shall, or, upon written direction of the Master Developer the Dissemination Agent shall, not later than the Report Date,

commencing November 1, 2023, file or cause to be filed with the MSRB a Periodic Report which is consistent with the requirements of Section 4 of this Disclosure Certificate with a copy to the Participating Underwriter and the City. Not later than 15 calendar days prior to the Report Date, the Master Developer shall provide the Periodic Report to the Dissemination Agent (if different from the Master Developer). The Master Developer shall provide a written certification with (or included as a part of) each Periodic Report furnished to the Dissemination Agent (if different from the Master Developer), the Participating Underwriter and the City to the effect that such Periodic Report constitutes the Periodic Report required to be furnished by it under this Disclosure Certificate. The Dissemination Agent, the Participating Underwriter and the City may conclusively rely upon such certification of the Master Developer and shall have no duty or obligation to review the Periodic Report. The Periodic Report may be submitted as a single document or as separate documents comprising a package, and may incorporate by reference other information as provided in Section 4 of this Disclosure Certificate.

(b) If the Dissemination Agent does not receive a Periodic Report by 15 calendar days prior to the Report Date, the Dissemination Agent shall send a reminder notice to the Master Developer that the Periodic Report has not been provided as required under Section 3(a) above. The reminder notice shall instruct the Master Developer to determine whether its obligations under this Disclosure Certificate have terminated (pursuant to Section 6 below) and, if so, to provide the Dissemination Agent with a notice of such termination in the same manner as for a Listed Event (pursuant to Section 5 below). If the Master Developer does not provide, or cause the Dissemination Agent to provide, a Periodic Report to the MSRB by the Report Date as required in subsection (a) above, the Dissemination Agent shall, in a timely manner, send a notice to the MSRB in substantially the form attached hereto as Exhibit A, with a copy to the City and the Participating Underwriter.

(c) With respect to the Periodic Report, the Dissemination Agent shall, to the extent the Periodic Report has been furnished to it, file the Periodic Report with the MSRB and file a report with the Master Developer (if the Dissemination Agent is other than the Master Developer), the City and the Participating Underwriter certifying that the Periodic Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided to and filed with the MSRB.

Section 4. Content of Periodic Reports. The Master Developer's Periodic Report shall contain or incorporate by reference the information set forth in Exhibit B relating to the Master Developer (which information shall track the format of Table 2 to the Official Statement, to the extent possible), any or all of which may be included by specific reference to other documents, including official statements of debt issues, which have been submitted to the MSRB or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Master Developer shall clearly identify each such other document so included by reference.

In addition to any of the information expressly required to be provided in Exhibit B, the Master Developer's Periodic Report shall include such further information, if any, as may be necessary to make the statements required by Exhibit B, in the light of the circumstances under which they are made, not misleading.

Section 5. Reporting of Significant Events.

(a) Until the Master Developer's obligations under this Disclosure Certificate are terminated in accordance with Section 6 herein, the Master Developer shall give, or cause to be

given, notice of the occurrence of any of the following Listed Events with respect to itself or the Property, if material:

(i) bankruptcy or insolvency proceedings commenced by or against the Master Developer and Lennar Homes and, if known, any bankruptcy or insolvency proceedings commenced by or against any Affiliate of the Master Developer that is reasonably likely to have a significant impact on the Master Developer's or Lennar Homes' ability to pay Special Taxes or to sell or develop the Property;

(ii) failure to pay any taxes, special taxes (including the Special Taxes) or assessments due with respect to the Property owned by the Master Developer or Lennar Homes on or prior to the delinquency date;

(iii) filing of a lawsuit of which the Master Developer is aware against the Master Developer, Lennar Homes, or an Affiliate seeking damages, which is reasonably likely to have a significant impact on the Master Developer's or Lennar Homes' ability to pay Special Taxes or to sell or develop the Property;

(iv) material damage to or destruction of any of the improvements on the Property; and

(v) any payment default or other material default by the Master Developer or Lennar Homes on any loan with respect to the construction of improvements on the Property.

(b) Whenever the Master Developer obtains knowledge of the occurrence of a Listed Event, the Master Developer shall as soon as possible determine if such event would be material under applicable Federal securities law.

(c) If the Master Developer determines that knowledge of the occurrence of a Listed Event would be material under applicable Federal securities law, the Master Developer shall, or shall cause the Dissemination Agent to, promptly file a notice of such occurrence with the MSRB, with a copy to the City and the Participating Underwriter.

Section 6. Duration of Reporting Obligation.

(a) All the Master Developer's obligations hereunder shall commence on the date hereof and terminate (except as provided in Section 11) on the earliest to occur of the following:

(i) upon the legal defeasance, prior redemption or payment in full of all the Bonds, or

(ii) the earlier of (i) the date that the property owned by the Master Developer and Lennar Homes combined is responsible for less than 20% of the special tax levy in the District or (ii) the date that the Master Developer and Lennar Homes combined own less than 110 residential lots in the District (or property that may be subdivided into less than 110 residential lots in the District), or

(iii) the date on which the Master Developer prepays in full all of the Special Taxes attributable to the Property owned by the Master Developer and Lennar Homes.

The Master Developer shall give notice of the termination of its obligations under this Disclosure Certificate in the same manner as for a Listed Event under Section 5.

(b) If a portion of the Property owned by the Master Developer, or any Affiliate of the Master Developer, is conveyed to a Person that, upon such conveyance, will be a Major Owner, the obligations of the Master Developer hereunder with respect to the property in the District owned by such Major Owner and its Affiliates may be assumed by such Major Owner or by an Affiliate thereof, and if so assumed the Master Developer's obligations hereunder with respect to such portion of the Property will be terminated. In order to effect such an assumption, such Major Owner or Affiliate shall enter into an Assumption Agreement. If not so assumed, the Master Developer shall report the information, as applicable to the transferee, required herein so long as the transferee is a Major Owner.

Section 7. Dissemination Agent. The Master Developer may, from time to time, appoint or engage a Dissemination Agent to assist the Master Developer in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign by providing thirty days' written notice to the City, the Master Developer and the Participating Underwriter.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Master Developer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied (provided, however, that the Dissemination Agent shall not be obligated under any such amendment that modifies or increases its duties or obligations hereunder without its written consent thereto):

(a) if the amendment or waiver relates to the provisions of sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted; and

(b) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement, with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Master Developer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Periodic Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Master Developer chooses to include any information in any Periodic Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Master Developer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Periodic Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Master Developer to comply with any provision of this Disclosure Certificate, the Participating Underwriter and any holder or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Master Developer to comply

with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole and exclusive remedy under this Disclosure Certificate in the event of any failure of the Master Developer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Master Developer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents (each, an "Indemnified Party"), harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the reasonable costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding loss, liabilities, costs and expenses due to an Indemnified Party's negligence or willful misconduct or failure to perform its duties hereunder. If the Dissemination Agent is someone other than the Master Developer, the Dissemination Agent shall be paid compensation for its services provided hereunder in accordance with its schedule of fees as amended from time to time, which schedule, as amended, shall be reasonably acceptable, and all reasonable expenses, reasonable legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. If the Dissemination Agent is someone other than the Master Developer, the Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder. The Dissemination Agent shall not be deemed to be acting in any fiduciary capacity for the City, the Master Developer, the Bond owners, or any other party. The obligations of the Master Developer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Notices. Any notice or communications to be among any of the parties to this Disclosure Certificate may be given by regular, overnight or electronic mail as follows:

To the Master Developer	Sierra Vista Communities, LLC 1025 Creekside Ridge Drive, Suite 240 Roseville, CA 95678 Email: Larry.Gualco@Lennar.com Email: Jack.Sevey@Lennar.com
To the Issuer/City:	City of Roseville 311 Vernon Street Roseville, CA 95678 Attn: CFD Administrator Email: jthrash@roseville.ca.us
To the Participating Underwriter:	Stifel, Nicolaus & Company, Incorporated One Montgomery Street San Francisco, CA 94104 Attn: Eileen Gallagher Email: egallagher@stifel.com

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Master Developer (its successors and assigns), the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. All obligations of the Master Developer hereunder shall be assumed by any legal successor to the obligations of the Master Developer as a result of a sale, merger, consolidation or other reorganization.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Master Developer has executed this Disclosure Certificate as of the date first above written.

MASTER DEVELOPER:

SIERRA VISTA COMMUNITIES, LLC,
a California limited liability company

By: LENNAR HOMES OF CALIFORNIA,
LLC,
a California limited liability company,
Its: Manager

By: _____

Name: _____

Its: _____

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE PERIODIC REPORT

Name of Issuer: City of Roseville

Name of Bond Issue: \$_____ City of Roseville, The Ranch
at Sierra Vista Community Facilities District No. 1 (Public Facilities),
Special Tax Bonds, Series 2023

Date of Issuance: _____, 2023

NOTICE IS HEREBY GIVEN that _____ (the "Major Owner") has not provided
a Periodic Report with respect to the above-named Bonds as required by the Continuing
Disclosure Certificate of the Master Developer dated as of July 1, 2023. The Master Developer
anticipates that the Periodic Report will be filed by _____.

Dated: _____

_____,
Dissemination Agent

By: _____

Its: _____

cc: Master Developer

EXHIBIT B
PERIODIC REPORT

This Periodic Report is hereby submitted under Section 4 of the Continuing Disclosure Certificate (the "Disclosure Certificate") dated July 1, 2023, executed by the undersigned (the "Master Developer") in connection with the issuance of the Bonds by the City of Roseville (the "City") with respect to its City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "District").

Capitalized terms used in this Periodic Report but not otherwise defined have the meanings given to them in the Disclosure Certificate.

I. Property Ownership and Development

The information in this section is provided as of _____ (this date must be not more than 60 days before the date that this Periodic Report is due for filing).

A. Property currently owned by the Master Developer and Lennar Homes in the District (the "Property"):

Development name: _____

Number of lots (acreage, if un-subdivided): _____

B. Status of land development or construction activities:

C. Status of building permits and any significant amendments to land use or development entitlements:

D. Aggregate property sold, optioned or leased by the Master Developer and Lennar Homes to end users or merchant builders:

Since the Date of Issuance
of the Bonds

Since the Last Periodic
Report

Acres* _____
Lots _____
Bldg. Sq. Ft. _____

Acres* _____
Lots _____
Bldg. Sq. Ft. _____

* For bulk land sales only (excluding sales of finished lots or completed buildings).

E. Status of any land purchase contracts with regard to the Property, whether acquisition of land in the District by the Master Developer or sales of land in the District to other

property owners, distinguishing between (i) end users (e.g., condominiums), (ii) developers and (iii) merchant builders.

II. Legal and Financial Status of Master Developer and Lennar Homes

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any change in the legal structure of the Master Developer and Lennar Homes or the financial condition and financing plan of the Master Developer and Lennar Homes that would materially and adversely interfere with its ability to complete its development plan described in the Official Statement.

III. Change in Development or Financing Plans

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any development plans or financing plans relating to the Property *that are materially different from* the proposed development and financing plan described in the Official Statement.

IV. Official Statement Updates

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any other significant changes in the information relating to the Master Developer and Lennar Homes or the Property contained in the Official Statement under the heading "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT" that would materially and adversely interfere with the Master Developer's or Lennar Homes' ability to develop and sell the Property as described in the Official Statement.

V. Other Material Information

In addition to any of the information expressly required above, provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Certification

The undersigned Master Developer hereby certifies that this Periodic Report constitutes the Periodic Report required to be furnished by the Master Developer under the Disclosure Certificate.

ANY STATEMENTS REGARDING THE MASTER DEVELOPER, THE DEVELOPMENT OF THE PROPERTY, THE MASTER DEVELOPER'S FINANCING PLAN OR FINANCIAL CONDITION, OR THE BONDS, OTHER THAN STATEMENTS MADE BY THE MASTER DEVELOPER IN AN OFFICIAL RELEASE, OR FILED WITH THE MUNICIPAL SECURITIES RULEMAKING BOARD, ARE NOT AUTHORIZED BY THE MASTER DEVELOPER. THE MASTER DEVELOPER IS NOT RESPONSIBLE FOR THE ACCURACY, COMPLETENESS OR FAIRNESS OF ANY SUCH UNAUTHORIZED STATEMENTS.

THE MASTER DEVELOPER HAS NO OBLIGATION TO UPDATE THIS PERIODIC REPORT OTHER THAN AS EXPRESSLY PROVIDED IN THE DISCLOSURE CERTIFICATE.

Dated: _____

MASTER DEVELOPER: _____

By: _____

APPENDIX F

SUMMARY OF CERTAIN PROVISIONS OF FISCAL AGENT AGREEMENT

APPENDIX G

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company (“DTC”), the procedures and record keeping with respect to beneficial ownership interests in the 2023 Bonds, payment of principal, interest and other payments on the 2023 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 and Agent take no responsibility for the accuracy thereof.

**SUPPLEMENTAL AGREEMENT NO. 2 TO
FISCAL AGENT AGREEMENT**

by and between

CITY OF ROSEVILLE

and

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent**

Dated as of June 1, 2023

Relating to:

**\$ _____
City of Roseville
The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Special Tax Bonds
Series 2023**

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EXHIBIT A - FORM OF 2023 BONDS

SUPPLEMENTAL AGREEMENT NO. 2 TO FISCAL AGENT AGREEMENT

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO FISCAL AGENT AGREEMENT (this "Supplemental Agreement No. 2" or "Agreement"), dated as of June 1, 2023, is by and between the CITY OF ROSEVILLE, a charter city and public body, corporate and politic, organized and existing under and by virtue of the Constitution and laws of the State of California (the "City") for and on behalf of the City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "District"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as successor to The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent") under a Fiscal Agent Agreement, dated as of September 1, 2020 (the "Original Fiscal Agent Agreement") by and between the Fiscal Agent and the City.

RECITALS:

WHEREAS, the City Council of the City has formed the District under the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (constituting Section 53311 *et seq.* of the California Government Code) (the "Act") and Resolution No. 19-30 of the City Council adopted on January 16, 2019; and

WHEREAS, the City Council, as the legislative body of the District, is authorized under the Act to levy special taxes to pay for the costs of facilities within the District and to authorize the issuance of bonds secured by said special taxes under the Act; and

WHEREAS, the Council, as legislative body of the District, previously authorized the issuance of special tax bonds of the City for the District in the maximum aggregate principal amount of not to exceed \$210,000,000 (the "Bond Authorization"); and

WHEREAS, the City has previously issued, for and on behalf of the District, its City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2020 (the "2020 Bonds") in the initial principal amount of \$20,875,000 and its City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2021 (the "2021 Bonds") in the initial principal amount of \$13,290,000, for the purpose of financing various public improvements authorized to be funded by the District, which 2020 Bonds and 2021 Bonds constituted the first and second series of bonds issued pursuant to the Bond Authorization; and

WHEREAS, Section 5.17 of the Original Fiscal Agent Agreement authorizes the issuance by Supplemental Agreement of Additional Bonds (as such terms are defined in the Original Fiscal Agent Agreement) payable on parity with the 2020 Bonds, and the 2021 Bonds were so issued under Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated December 1, 2021; and

WHEREAS, 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 City, for and on behalf of the District, to provide for the issuance of its City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2023 (the "2023 Bonds"), to provide moneys needed to construct and acquire additional facilities necessary for development of property within the District; and

WHEREAS, this Supplemental Agreement No. 2 is a "Supplemental Agreement" as defined in Section 1.03 of the Original Fiscal Agent Agreement and the 2023 Bonds are "Additional Bonds" as defined in Section 1.03 of the Original Fiscal Agent Agreement and secured under the Original Fiscal Agent Agreement, as amended and supplemented by Supplemental Agreement No. 1 and this Supplemental Agreement No. 2, on parity with the 2020 Bonds and 2021 Bonds;

WHEREAS, the City and the Fiscal Agent desire to enter into this Supplemental Agreement No. 2 pursuant to Sections 5.17 of the Original Fiscal Agent Agreement to provide for the issuance of the 2023 Bonds;

WHEREAS, in providing for the issuance of the 2023 Bonds, it is necessary to supplement and amend the Original Fiscal Agent Agreement, as more particularly provided in Section 1 and Section 2 hereof, as such supplements and amendments are authorized by Sections 5.17 and 8.01 of the Original Fiscal Agent Agreement; and

WHEREAS, the City has determined that all acts and proceedings required by law necessary to make the 2023 Bonds, when executed by the City for the District, authenticated and delivered by the Fiscal Agent and duly issued, the valid, binding and legal special obligations of the City for the District, and to constitute the Original Fiscal Agent Agreement, as amended and supplemented by this Supplemental Agreement No. 2, a valid and binding agreement for the uses and purposes herein and therein set forth, in accordance with its terms, have been done or taken and the execution and delivery of this Supplemental Agreement No. 2 have been in all respects duly authorized.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

SECTION 1. Supplement to Original Fiscal Agent Agreement. In accordance with the provisions of Section 5.17 and 8.01 of the Original Fiscal Agent Agreement, the Original Fiscal Agent Agreement is hereby amended by adding a new article thereto, to be designated as Article XI. Such Article XI shall read in its entirety as follows:

ARTICLE XI

2023 BONDS

Section 11.01. Definitions. The Original Fiscal Agent Agreement is amended to add and/or modify the following definitions to Section 1.03.

"Article XI" means this Article XI which has been incorporated in and made a part of this Agreement pursuant to Supplemental Agreement No. 2, together with all amendments of and supplements to this Article XI entered into pursuant to the provisions of Section 8.01.

"Closing Date" means with respect to each series of Bonds, 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 thereof, for the 2023 Bonds being _____, 2023.

“Continuing Disclosure Certificate” means (i) with respect to the 2020 Bonds, the Continuing Disclosure Certificate, dated as of September 17, 2020, and (ii) with respect to the 2021 Bonds, the Continuing Disclosure Certificate, dated as of December 21, 2023, and (iii) with respect to the 2023 Bonds, the Continuing Disclosure Certificate, dated as of _____, 2023, each by and among the City and Willdan Financial Services in its capacity as Dissemination Agent (as defined therein), as originally executed and as may be amended from time to time in accordance with the terms thereof.

“Interest Payment Dates” means (i) with respect to the 2020 Bonds, March 1 and September 1 of each year, commencing March 1, 2020, (ii) with respect to the 2021 Bonds, March 1 and September 1 of each year, commencing March 1, 2023, and (iii) with respect to the 2023 Bonds, March 1 and September 1 of each year, commencing September 1, 2023.

“Supplemental Agreement No. 2” means this Supplemental Agreement No. 2 to Fiscal Agent Agreement, dated as of June 1, 2023, between the City, for and on behalf of the District, and the Fiscal Agent.

“2023 Bonds” means the City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2023, authorized to be issued under Section 11.02.

“2023 Capitalized Interest Account” means the account by that name established in Section 3(D) of this Supplemental Agreement No. 2.

“2023 Costs 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 2023 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 2023 Bonds, financial advisor fees, 2023 Bond (underwriter’s) discount or underwriting fee, expenses and charges, including bond counsel, disclosure counsel, charges for execution, transportation and safekeeping of the 2023 Bonds and other costs, charges and fees in connection with the foregoing.

“2023 Costs of Issuance Fund” means the fund by that name established and held by the Fiscal Agent pursuant to Section 11.07.

“2023 Improvement Account” means the account by that name established in Section 3(B) of this Supplemental Agreement No. 2.

“2023 Reserve Account of the Reserve Fund” means the account by that name established in Section 11.06(B).

“Term 2023 Bonds” means the 2023 Bonds maturing September 1, _____, September 1, _____ and September 1, _____.

Section 11.02. Authorization of 2023 Bonds. 2023 Bonds in the aggregate principal amount of \$_____ are hereby authorized to be issued as Additional Bonds under and subject to the terms of this Agreement, the Act, and other applicable laws of the State of California.

Section 11.03. Terms of 2023 Bonds.

(A) Form; Denominations. The 2023 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.

(B) Date of Bonds. The 2023 Bonds shall be dated the Closing Date for the 2023 Bonds.

(C) CUSIP Identification Numbers. "CUSIP" identification numbers shall be imprinted on the 2023 Bonds, but such numbers shall not constitute a part of the contract evidenced by the 2023 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 2023 Bonds. The Fiscal Agent shall have no liability for any defect in the CUSIP numbers as they appear on any Bond, notice or elsewhere, and any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Bonds or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Bonds, and any such redemption shall not be affected by any defect in or omission of such numbers. The City will promptly notify the Fiscal Agent in writing of any change in the CUSIP numbers. 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, Interest Rates. The 2023 Bonds shall mature and become payable on September 1 in each of the years, and shall bear interest at the rates per annum (based on a 360-day year composed of 12 30-day months) as follows:

Maturity (Sept. 1)	Principal Amount	Interest Rate	CUSIP (777870)
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(E) Interest and Method of Payment. Interest on the 2023 Bonds shall be payable as provided in Section 2.02(E) of this Agreement, with the Closing Date as used therein being the Closing Date as defined in Section 1.03, and payments shall be made on the 2023 Bonds as provided in Section 2.02(F), with the first Interest Payment Date being March 1, 2023.

Section 11.04. Redemption of 2023 Bonds.

(A) Redemption.

(i) Optional Redemption. The 2023 Bonds may be redeemed prior to maturity at the option of the City from any source of available funds other than prepayment of the Special Tax by property owners, as a whole or in part, on any date on

and after September 1, _____ at the following respective redemption prices (expressed as percentages of the principal amount of the 2023 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, _____ through August 31, _____	103%
September 1, _____ through August 31, _____	102
September 1, _____ through August 31, _____	101
September 1, _____ and any date thereafter	100

(ii) *Mandatory Redemption From Prepayments.* The 2023 Bonds shall be subject to mandatory redemption from prepayments of the Special Tax by property owners on any Interest Payment Date, in whole or in part among maturities, and by lot within a maturity, and among the 2023 Bonds and any Additional Bonds, as shall be specified by the City, at the following respective redemption prices (expressed as percentages of the principal amount of the 2023 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
Interest Payment Dates through and including March 1, 2029	103%
September 1, _____ and March 1, _____	102
September 1, _____ and March 1, _____	101
September 1, _____ and any Interest Payment Date thereafter	100

(iii) *Mandatory Sinking Payment Redemption.* The Term 2023 Bonds maturing September 1, _____, September 1, _____ and September 1, _____ are subject to mandatory sinking payment redemption in part on September 1, _____, September 1, _____ and September 1, _____ and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following table:

Term 2023 Bonds Maturing September 1, _____

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
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(maturity)

Term 2023 Bonds Maturing September 1, _____

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
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(maturity)

Term 2023 Bonds Maturing September 1, _____

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
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(maturity)

The amounts in the foregoing tables shall be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the 2023 Bonds as directed by the City in an Officer's Certificate. In the event of a redemption pursuant to Section 11.04(A)(i) or (ii), the City shall provide the Fiscal Agent with a revised sinking fund schedule giving effect to the redemption so completed.

(B) Notice to Fiscal Agent. The City shall give the Fiscal Agent an Officer's Certificate containing notice of its intention to redeem 2023 Bonds pursuant to subsections (A)(i) and (A)(ii) not less than 45 days prior to the applicable redemption date, unless waived by the Fiscal Agent.

(C) Purchase of Bonds in Lieu of Redemption. In lieu of redemption under Section 11.04(A), moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2023 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 2023 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase and any premium which would otherwise be due if such 2023 Bonds were to be redeemed in accordance with this Agreement.

(D) Redemption Procedure by Fiscal Agent. The Fiscal Agent shall cause notice of any redemption to be mailed by electronic or first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to the Municipal Securities Rulemaking Board, and to the respective registered Owners of any 2023 Bonds designated for redemption, at their addresses appearing on the 2023 Bond registration books in the designated 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 2023 Bonds.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding 2023 Bonds are to be called for redemption, shall designate the CUSIP numbers and 2023 Bond numbers of the 2023 Bonds to be redeemed by giving the individual CUSIP number and 2023 Bond number of each 2023 Bond to be redeemed or shall state that all 2023 Bonds between two stated 2023 Bond numbers, both inclusive, are to be redeemed or that all of the 2023 Bonds of one or more maturities have been called for redemption, shall state as to any 2023 Bond called in part the principal amount thereof to be redeemed, and shall require that such 2023 Bonds be then surrendered at the designated Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such 2023 Bonds will not accrue from and after the redemption date.

The City has the right to rescind any notice of the optional redemption of 2023 Bonds under Section 11.04(A)(i) by written notice to the Fiscal Agent on or prior to two Business Days prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2023 Bonds then called for redemption, and such cancellation shall not constitute an event of default. The City and the Fiscal Agent have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Fiscal Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under this Section.

Upon the payment of the redemption price of 2023 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 2023 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 2023 Bonds of any maturity, the Fiscal Agent shall select the 2023 Bonds to be redeemed, from all 2023 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 2023 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 2023 Bond or 2023 Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2023 Bond or 2023 Bonds.

(E) 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 2023 Bonds so called for redemption shall have been deposited in the Bond Fund, such 2023 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 2023 Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section shall be canceled by the Fiscal Agent. The Fiscal Agent shall dispose of the canceled 2023 Bonds in accordance with its then-customary procedures and issue a certificate of disposal thereof to the City upon the written request of the City.

Section 11.05. Form of 2023 Bonds; Authentication and Delivery.

(A) Form of 2023 Bonds. The 2023 Bonds, the form of Fiscal Agent's certificate of authentication, and the form of assignment to appear thereon, shall be substantially in the respective forms set forth in Exhibit D attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Agreement and the Act.

(B) Execution of 2023 Bonds. The 2023 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 shall be impressed, imprinted or reproduced by facsimile signature thereon. If any officer whose signature appears on any 2023 Bond ceases to be such officer before delivery of the 2023 Bonds to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the 2023 Bonds to the Owner. Any 2023 Bond may be signed and attested on behalf of the City by such persons as at the actual date of the execution of such 2023 Bond shall be the proper officers of the City although at the nominal date of such 2023 Bond any such person shall not have been such officer of the City.

Only such of the 2023 Bonds as shall bear thereon a certificate of authentication in the form set forth in Exhibit D, manually or electronically 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 the Fiscal Agent shall be conclusive evidence that such 2023 Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of this Agreement.

(C) Authentication and Delivery of 2023 Bonds. At any time after the execution of Supplemental Agreement No. 2 and delivery by the City of an Officer's Certificate that the requirements of Section 5.17 for the issuance of the 2023 Bonds as Additional Bonds have been met, the City may issue the 2023 Bonds for the District in the aggregate principal amount set forth in Section 11.02 and deliver the 2023 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 the 2023 Bonds in accordance with the provisions of the Act and this Agreement, as supplemented by Supplemental Agreement No. 2, to authorize the payment of 2023 Costs of Issuance and costs of the Project by the Fiscal Agent from the proceeds of the 2023 Bonds and to do and cause to be done any and all acts and things necessary or convenient for delivery of the 2023 Bonds to the Original Purchaser. The provisions of Sections 2.06 through 2.13 of the Original Fiscal Agent Agreement shall apply to the 2023 Bonds in a like manner as applied to the 2023 Bonds.

Section 11.06. Application of Proceeds of Sale of 2023 Bonds.

(A) The proceeds of the purchase of the 2023 Bonds by the Original Purchaser in the amount of \$_____ (which is equal to the par amount of the 2023 Bonds, plus an original issue premium of \$_____ and less the underwriter's discount of \$_____), shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such proceeds on the Closing Date as follows:

(i) Deposit in the 2023 Improvement Account of the Improvement Fund
\$_____;

(ii) Deposit in the 2023 Reserve Account of the Reserve Fund \$ _____, which is equal to the Reserve Requirement for the for the 2023 Bonds;

(iii) Deposit in the 2023 Capitalized Interest Account of the Bond Fund \$ _____; and

(iv) Deposit in the 2023 Costs of Issuance Fund \$ _____.

(B) In accordance with Section 4.03(A), the Fiscal Agent shall establish a separate subaccount within the Reserve Fund known as the “2023 Reserve Account,” into which the amounts set forth in Section 11.06(A)(ii) shall be deposited. The 2023 Reserve Account shall be held by the Fiscal Agent within the Reserve Fund, and administered as set forth in this Agreement. Amounts available in the 2023 Reserve Account shall be available to pay interest and principal on the 2023 Bonds in accordance with this Agreement.

(c) The Fiscal Agent may, in its discretion, establish a temporary fund or account in its books and records to facilitate transfers required under this Section 11.06.

Section 11.07. 2023 Costs of Issuance Fund. There is hereby established a separate fund to be known as the “2023 Costs of Issuance Fund”, which shall be held by the Fiscal Agent in trust. Amounts in the Costs of Issuance Fund shall be disbursed from time to time to pay 2023 Costs of Issuance, as set forth in an Officer’s Certificate containing respective amounts to be paid to the designated payees, signed by an Authorized Officer and delivered to the Fiscal Agent. The Fiscal Agent shall pay all 2023 Costs of Issuance upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such Officer’s Certificate, or upon receipt of an Officer’s Certificate requesting payment of a 2023 Costs of Issuance not listed on the initial Officer’s Certificate delivered to the Fiscal Agent on the Closing Date. 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 2023 Costs of Issuance Fund until 60 days after the Closing Date, and shall transfer any moneys remaining therein on such date, including any investment earnings thereon, to the 2023 Improvement Account. Thereafter, every invoice received by the Fiscal Agent shall be paid from amounts on deposit in the 2023 Improvement Account and the Fiscal Agent shall close the 2023 Costs of Issuance Fund. Moneys in the 2023 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 2023 Costs of Issuance Fund to be used for the purposes of such fund.

Section 11.08. Procedure for Disbursement of 2023 Improvement Account.

(A) Disbursements. Disbursements from the 2023 Improvement Account shall be made by the Fiscal Agent according to the procedure set forth in Section 3.04, and an Officer’s Certificate substantially in the form of Exhibit B to the Original Fiscal Agent Agreement (except that in such Officer’s Certificate, reference shall be made to the 2023 Improvement Account and to the 2023 Bonds).

(B) Investment. Moneys in the Improvement Fund and the accounts established thereunder shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits from the investment of amounts in the 2023 Improvement Fund shall be retained by the Fiscal Agent in the 2023 Improvement Fund to be used for the purposes of the 2023 Improvement Fund.

(C) Closing of Fund. Upon the filing of an Officer's Certificate stating that the portion of the Project to be financed from the 2023 Improvement Fund and the accounts established thereunder have been completed and that all costs of such portion of the Project have been paid or are not required to be paid from the 2023 Improvement Fund, the Fiscal Agent shall transfer the amount, if any, remaining in the 2023 Improvement Fund to the Bond Fund for application to the payment of principal of and interest on the 2023 Bonds in accordance with Section 4.02 and the 2023 Improvement Fund shall be closed.

Section 11.09. Security for 2023 Bonds. The 2023 Bonds shall be Additional Bonds which shall be secured in the manner and to the extent set forth in Articles IV and V, and in this Article XI.

Section 11.10. Effect of this Article XI. Except as in this Article XI expressly provided or except to the extent inconsistent with any provision of this Article XI, the 2023 Bonds shall be deemed to be "Bonds" under and within the meaning of Section 1.03, and every term and condition contained in the foregoing provisions of this Agreement shall apply to the 2023 Bonds with full force and effect, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Article XI.

SECTION 2. Attachment of Exhibit D. The Original Fiscal Agent Agreement is hereby further amended by incorporating therein an Exhibit D setting forth the form of the 2023 Bonds, which shall read in its entirety as set forth in Exhibit A attached hereto and hereby made a part hereof.

SECTION 3. Additional Amendments to Original Fiscal Agent Agreement. The Original Fiscal Agent Agreement was previously amended and is hereby further amended as follows:

(A) Section 2.03(A)(ii) of the Original Fiscal Agent Agreement was amended in 2021 to replace the last paragraph thereof with the following:

Prepayments will be allocated to the redemption of each series of Bonds as nearly as practicable on a proportionate basis based on the outstanding principal amount of each series. Such allocations shall be applied to redeem each series as nearly as practicable on a pro rata basis among maturities of each respective series, in increments of \$5,000; provided, however, that, for Prepayments of less than \$50,000, the City may specify in an Officer's Certificate that Prepayments be applied to one or more maturities of one or more series so long as there is delivered to the Fiscal Agent a Certificate of the Special Tax Consultant that, following such redemption from Prepayments, the maximum Special Taxes that may be levied in each Fiscal Year is not less than 110% of Maximum Annual Debt Service.

In connection with receipt of a Prepayment, the City may release from the Reserve Account related to each series of Bonds an amount corresponding to the applicable credit to be received based on the principal amount of each series prepaid, as determined by the City, provided that the release shall not cause the amount in each such Reserve Account to be less than the applicable Reserve Requirement.

(B) Section 2.06 of the Original Fiscal Agent Agreement was amended in 2020 to add an additional paragraph thereto at the beginning of the Section which reads as follows:

“Prior to any transfer of the Bonds outside the book-entry system (including, but not limited to, the initial transfer outside the book-entry system) the transferor shall provide or cause to be provided to the Fiscal Agent all information necessary to allow the Fiscal Agent to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045, as amended. The Fiscal Agent shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.”

(C) Section 3.04(A) of the Original Fiscal Agent Agreement is hereby amended by adding thereto, as a new third sentence thereof, the following: “There is also hereby created within the Improvement Fund a separate account designated as the “2023 Improvement Account” of the Improvement Fund, which account is hereby established for purposes of accounting for the use and disposition of 2023 Bond proceeds directed to the Improvement Fund pursuant to Section 11.06 and 11.08.

(D) Section 4.02(A) of the Original Fiscal Agent Agreement is hereby amended by adding thereto, as a new last sentence of the first paragraph thereof, the following: “There is also hereby created within the Bond Fund a “2023 Capitalized Interest Account” which account is hereby established for purposes of accounting for the disposition of 2023 Bonds, a portion of the proceeds of which will be deposited to such 2023 Capitalized Interest Account pursuant to Section 11.06. The amount deposited to the 2023 Capitalized Interest Account and any investment earnings thereon shall be used solely to make payments on the 2023 Bonds, and the amount deposited to the 2023 Capitalized Interest Account and any investment earnings thereon shall be applied solely to make payments on the 2023 Bonds as follows:

September 1, 2023: The amount necessary, taking into account any amounts then on deposit in the Bond Fund available for such purpose, to pay interest on the 2023 Bonds on such Interest Payment Date.

(E) Subsection (a) of the definition of “Reserve Requirement” is amended to read as follows:

“(a) the Reserve Requirement for each series of Bonds shall not increase after the date of issuance of such series of Bonds;”

(F) Subsection 4.03 of the Original Fiscal Agent Agreement is amended to add the following:

Establishment of 2023 Reserve Account of the Reserve Fund. There is hereby established as a separate account within the Reserve Fund to be held by the Fiscal Agent, the “2023 Reserve Account,” to the credit of which a deposit shall be made as required by Section 11.06(A)(ii) and deposits shall be made as applicable to each series of Bonds as provided in Section 4.03(B). Moneys in the 2023 Reserve Account shall be held in trust by the Fiscal Agent for the benefit of the Owners of the 2023 Bonds for the payment of principal of, and interest on,

all Outstanding 2023 Bonds and shall be subject to a lien in favor of the Owners of the 2023 Bonds on an equal basis.

(G) The second paragraph of Section 8.01 of the Agreement was previously amended by deleting the period at the end of clause (D) thereof and by inserting therein, in lieu thereof, the following: “; and (E) in connection with the issuance of Additional Bonds under Section 5.17 hereof.”

(H) References in the Original Fiscal Agent Agreement to any particular series of Bonds which, if the context requires reference to all series of Bonds in order to maintain the parity relationship of all series of Bonds and the security therefor, shall be deemed to refer to “Bonds” as defined in the Original Fiscal Agent Agreement rather than any particular series.

(I) Article V of the Agreement was amended in 2021 by adding thereto, as a new and additional section, designated Section 5.19, the following:

“Section 5.19. No Enforced Sanctions. The City covenants and represents that (i) neither it nor any of its subdivisions affiliates, subsidiaries, directors or officers are the target or subject of any sanctions enforced by the US Government, (including, the Office of Foreign Assets Control of the US Department of the Treasury (“OFAC”)), the United Nations Security Council, the European Union, HM Treasury, or other relevant sanctions authority (collectively “Sanctions”); and (ii) neither it nor any of its subdivisions affiliates, subsidiaries, directors or officers will use any payments made pursuant to this Agreement (i) to fund or facilitate any activities of or business with any person who, at the time of such funding or facilitation, is the subject or target of Sanctions, (ii) to fund or facilitate any activities of or business with any country or territory that is the target or subject of Sanctions, or (iii) in any other manner that will result in a violation of Sanctions by any person.”

SECTION 4. Fiscal Agent Disclaimer. The Fiscal Agent accepts the amendments of the Original Fiscal Agent Agreement effected by this Supplemental Agreement No. 2, on the terms and conditions set forth in the Original Fiscal Agent Agreement, including the terms and provisions defining and limiting the liabilities and responsibilities of the Fiscal Agent. The Fiscal Agent shall not be responsible in any manner whatsoever for or with respect to any of the recitals contained herein or with respect to (i) the validity or sufficiency of this Supplemental Agreement No. 2 or any of the terms or provisions hereof, (ii) the proper authorization hereof by the City by action or otherwise, or (iii) the due execution hereof by the City.

SECTION 5. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Supplemental Agreement No. 2 shall for any reason be held illegal, invalid or unenforceable, such holding shall not affect the validity of the remaining portions of this Supplemental Agreement No. 2. The City hereby declares that it would have entered into this Supplemental Agreement No. 2 and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the 2023 Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Supplemental Agreement No. 2 may be held illegal, invalid or unenforceable.

SECTION 6. Execution in Counterparts. This Supplemental Agreement No. 2 may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The exchange of copies of this Supplemental Agreement No. 2 and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Agreement No. 2 as to the parties hereto

and may be used in lieu of the original Supplemental Agreement No. 2 and signature pages for all purposes.

SECTION 7. Governing Law. This Supplemental Agreement No. 2 shall be construed and governed in accordance with the laws of the State of California applicable to contracts made and performed in such State.

IN WITNESS WHEREOF, the City and the Fiscal Agent have caused this Supplemental Agreement No. 2 to Fiscal Agent Agreement to be executed as of June 1, 2023.

CITY OF ROSEVILLE, a municipal corporation,
for and on behalf of the City of Roseville The
Ranch at Sierra Vista Community Facilities
District No. 1 (Public Facilities)

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION**, *as Fiscal Agent*

By: _____
DOMINICK CASEY
City Manager

By: _____
Vice President

ATTEST:

By: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

By: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
DENNIS KAUFFMAN
Assistant City Manager/Chief Financial Officer

EXHIBIT A TO SUPPLEMENTAL AGREEMENT NO. 2 TO FISCAL AGENT AGREEMENT

**EXHIBIT D
FORM OF 2023 BONDS**

**UNITED STATES OF AMERICA
STATE OF CALIFORNIA**

No. _____

\$ _____

**CITY OF ROSEVILLE
THE RANCH AT SIERRA VISTA
COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BOND
SERIES 2023**

INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP
	September 1, _____	_____, 2023	777870 _____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Roseville (the "City") for and on behalf of the City of Roseville The Ranch at Sierra Vista 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 2023 Bond is payable to the Owner hereof in lawful money of the United States of America upon presentation and surrender of this 2023 Bond at a designated Principal office of U.S. Bank Trust Company, National Association (the "Fiscal Agent"). Interest on this 2023 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 2023 Bonds.

This 2023 Bond is one of a duly authorized issue of bonds approved by resolution of the City Council of the City on _____, 2023 (the "Resolution"), 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 The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2023" (the "2023 Bonds"). The issuance of the 2023 Bonds and the terms and conditions thereof are provided for by a Fiscal Agent Agreement, dated as of September 1, 2020, as amended and supplemented, including by Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of December 1, 2021 and Supplemental Agreement No. 2 to Fiscal Agent Agreement dated as of June 1, 2023 (together, the "Agreement"), by and between the City and the Fiscal Agent and this reference incorporates the Agreement, as supplemented, herein, and by acceptance hereof the Owner of this 2023 Bond assents to said terms and conditions. The Agreement is authorized under, this 2023 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 2023 Bond are payable, on parity with bonds previously issued by the City for the District in 2020 and 2021, 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 2023 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 2023 Bond Date shown above; provided however, that if at the time of authentication of this 2023 Bond, interest is in default hereon, this 2023 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 2023 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 2023 Bonds may be redeemed prior to maturity at the option of the City from any source of available funds other than prepayment of the Special Tax by property owners, as a whole or in part, on any date on and after September 1, _____ at the following respective redemption prices (expressed as percentages of the principal amount of the 2023 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>		<u>Redemption Price</u>
September 1, _____	through August 31, _____	103%
September 1, _____	through August 31, _____	102
September 1, _____	through August 31, _____	101
September 1, _____	and any date thereafter	100

The 2023 Bonds shall be subject to mandatory redemption from prepayments of the Special Tax by property owners on any Interest Payment Date, in whole or in part among maturities, and by lot within a maturity, and among the 2023 Bonds and any Additional Bonds, as shall be specified by the City, at the following respective redemption prices (expressed as percentages of the principal amount of the 2023 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
Interest Payment Dates through and including March 1, 2029	103%
September 1, _____ and March 1, _____	102
September 1, _____ and March 1, _____	101
September 1, _____ and any Interest Payment Date thereafter	100

The Term 2023 Bonds maturing September 1, _____, September 1, _____ and September 1, _____ are subject to mandatory sinking payment redemption in part on September 1, _____, September 1, _____ and September 1, _____ and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following table:

Term 2023 Bonds Maturing September 1, _____

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
---	-------------------------

(maturity)

Term 2023 Bonds Maturing September 1, _____

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
---	-------------------------

(maturity)

Term 2023 Bonds Maturing September 1, _____

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
---	-------------------------

(maturity)

The amounts in the foregoing table shall be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the 2023 Bonds as directed by the City in an Officer's Certificate.

Notice of redemption with respect to the 2023 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 2023 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 2023 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 2023 Bonds for redemption or (ii) with respect to a 2023 Bond after such 2023 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 2023 Bonds is not subject to acceleration upon a default under the Agreement or any other document.

This 2023 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 2023 Bond have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this 2023 Bond, together with all other indebtedness of the City, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

Unless this 2023 Bond is presented by an authorized representative of The Depository Trust Company to the Fiscal Agent for registration of transfer, exchange or payment, and any 2023 Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to

Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the City of Roseville has caused this 2023 Bond to be dated June 1, 2023, to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk.

CITY OF ROSEVILLE

By: _____
Mayor

Attested:

By: _____
City Clerk

FORM OF FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION

This is one of the 2023 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 an eligible guarantor.

NOTE: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

\$ _____
CITY OF ROSEVILLE
THE RANCH AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2023

BOND PURCHASE AGREEMENT

_____, 2023

City of Roseville
311 Vernon Street,
Roseville, California 95678

Ladies and Gentlemen:

Stifel, Nicolaus & Company, Incorporated (the “**Underwriter**”), acting not as a fiduciary or agent for you, but on behalf of the Underwriter, offers to enter into this Bond Purchase Agreement (the “**Purchase Agreement**”) with the City of Roseville, California (the “**City**”) acting on behalf of The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the “**District**”) which, upon acceptance, will be binding upon the City and upon the Underwriter. This offer is made subject to acceptance of it by the City on the date hereof, and if not accepted will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City.

The City acknowledges and agrees that: (i) the purchase and sale of the Bonds (defined below) pursuant to this Purchase Agreement is an arm’s-length commercial transaction between the City and the Underwriter; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and is not acting as a Municipal Advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended); (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters); and (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate for this transaction.

1. Purchase, Sale and Delivery of the Bonds.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter agrees to purchase from the City, and the City agrees to sell to the Underwriter, all (but not less than all) of the City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2023 (the “**Bonds**”) in the aggregate principal amount specified in Exhibit A hereto. The Bonds shall be

dated the Closing Date (hereinafter defined), and bear interest from said date (payable semiannually on March 1 and September 1 in each year, commencing _____, 2023) at the rates per annum and maturing on the dates and in the amounts set forth in Exhibit A hereto. The purchase price for the Bonds shall be the amount specified as such in Exhibit A hereto.

(b) The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable and subject to redemption as provided in, the Fiscal Agent Agreement dated as of September 1, 2020, as amended and supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of December 1, 2021 and a Supplemental Agreement No. 2 to Fiscal Agent Agreement dated as of _____ 1, 2023 (collectively, the “**Fiscal Agent Agreement**”), each by and between the City and U.S. Bank Trust Company, National Association, as successor fiscal agent (the “**Fiscal Agent**”), approved by a resolution adopted by the City Council of the City (the “**City Council**”), acting as the legislative body of the District, on _____, 2023 (the “**Resolution of Issuance**”). The Bonds and interest thereon will be payable from a special tax (the “**Special Tax**”) levied and collected on the taxable land within the District in accordance with a Resolution of Intention adopted by the City Council on November 28, 2018, and a Resolution of Formation adopted by the City Council on January 16, 2019 (together with the Resolution of Intention, the “**Resolution of Formation**”) on a parity with the City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2020 (the “**2020 Bonds**”) and the City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2021 (the “**2021 Bonds**” and, together with the 2020 Bonds, the “**Parity Bonds**”). Proceeds of the sale of the Bonds will be used in accordance with the Fiscal Agent Agreement and the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 et seq. of the Government Code of the State of California) (the “**Law**”), to (i) construct and acquire certain public facilities of benefit to the District, (ii) provide for a deposit to a debt service reserve account for the Bonds, (iii) provide capitalized interest for debt service due on the Bonds through _____ 1, 20____, and (iv) pay costs of issuance of the Bonds. The Resolution of Issuance, the Resolution of Formation, and Ordinance No. 6055, adopted by the City Council on February 20, 2019, are collectively referred to herein as the “**District Resolutions**.”

(c) At or prior to the acceptance hereof by the City, the City shall cause to be delivered to the Underwriter a 15c2-12 Certificate of the City, dated as of the date of this Purchase Agreement (the “**City Certificate**”), in substantially the form attached hereto as Exhibit B, with only such changes therein as shall have been accepted by the Underwriter.

(d) Subsequent to its receipt of the City Certificate deeming the Preliminary Official Statement for the Bonds, dated _____, 2023 (which Preliminary Official Statement, together with the cover page and all appendices thereto, is herein collectively referred to as the “**Preliminary Official Statement**”), final for purposes of Rule 15c2-12 of the Securities and Exchange Commission (“**Rule 15c2-12**”), the Underwriter has distributed copies of the Preliminary Official Statement. The City hereby ratifies the use by the Underwriter of the Preliminary Official Statement and authorizes the Underwriter to use and distribute the final Official Statement dated the date hereof (including all information previously permitted to have been omitted by Rule 15c2-12, and any supplements and amendments thereto as have been approved by the City as evidenced by the execution and delivery of such document by an officer of the City (the “**Official Statement**”), the Fiscal Agent Agreement, the Continuing Disclosure Certificate of the City (the “**City Disclosure Certificate**”), this Purchase Agreement and any other documents or contracts to which the City or the District is a party related to the Bonds, and all information contained therein, and all other documents, certificates and statements furnished by the City to the Underwriter in connection with the transactions contemplated by this

Purchase Agreement, in connection with the offer and sale of the Bonds by the Underwriter. The Underwriter hereby agrees to deliver a copy of the Official Statement to the Municipal Securities Rulemaking City Council (the “**MSRB**”) through the Electronic Municipal Marketplace Access website of the MSRB on or before the Closing Date and otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, MSRB Rule G-32 and Rule 15c2-12.

(e) At 8:00 A.M., Pacific Daylight Time, on _____, 2023, or at such earlier time or date as shall be agreed upon by the Underwriter and the City (such time and date being herein referred to as the “**Closing Date**”), the City will deliver (i) to the Depository Trust Company in New York, New York, the Bonds in definitive form (all Bonds being in book-entry form registered in the name of Cede & Co. and having the CUSIP numbers assigned to them printed thereon), duly executed by the officers of the City, as provided in the Fiscal Agent Agreement, and (ii) to the Underwriter, at the offices of Jones Hall, A Professional Law Corporation, as bond counsel to the City (“**Bond Counsel**”), or at such other place as shall be mutually agreed upon by the City and the Underwriter, the other documents herein mentioned; and the Underwriter shall accept such delivery and pay the purchase price of the Bonds in immediately available funds (such delivery and payment being herein referred to as the “**Closing**”). Notwithstanding the foregoing, the Underwriter may, in their discretion, accept delivery of the Bonds in temporary form upon making arrangements with the City which are satisfactory to the Underwriter relating to the delivery of the Bonds in definitive form.

2. Public Offering and Establishment of Issue Price.

(a) The Underwriter agrees to make a bona fide public offering of the Bonds at the initial public offering price or prices set forth on the inside cover page of the Final Official Statement (as defined herein) and in Exhibit A hereto and subject Section 2(c) and 2(d) hereof, the Underwriter reserves the right to change such initial public offering prices as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Bonds, and to sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at prices lower than the initial offering prices set forth in the Final Official Statement. A “**bona fide public offering**” shall include an offering to institutional investors or registered investment companies, regardless of the number of such investors to which the Bonds are sold.

(b) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing (defined below) an “**issue price**” or similar certificate, together with copies of supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit I, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this section to establish the issue price of the Bonds may be taken on behalf of the City by the City’s municipal advisor, First Southwest, a Division of Hilltop Securities Inc. (the “**Municipal Advisor**”) and any notice or report to be provided to the City may be provided to the City’s Municipal Advisor.

(c) Except as otherwise set forth in Exhibit A, the City will treat the first price at which 10% of each maturity of the Bonds (the “**10% test**”), identified under the column “10% Test Used” in Exhibit A, is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied

as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel. For purposes of this section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(d) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the “**initial offering price**”), or at the corresponding yield or yields, set forth in Exhibit A, except as otherwise set forth therein. Exhibit A also sets forth, identified under the column “Hold the Offering Price Rule Used,” as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “**hold-the-offering-price rule**”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(e) The Underwriter shall promptly advise the City when 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, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(f) The Underwriter confirms that:

(1) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(2) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(g) The City acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(h) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) “**public**” means any person other than an underwriter or a related party;

(2) “**underwriter**” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate)

to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(3) a purchaser of any of the Bonds is a “**related party**” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(4) “**sale date**” means the date of execution of this Purchase Agreement by all parties.

3. Representations, Warranties and Agreements of the City. The City represents, warrants and covenants to and agrees with the Underwriter that:

(a) The City is a municipal corporation and charter city duly organized and existing under the laws of the State of California (the “**State**”) and has duly authorized the formation of the District pursuant to the Resolution of Formation and the Law, including the annexation of a additional property into the District in August 2021 (the “**Annexed Property**”) via a unanimous approval consent form executed by Sierra Vista (as defined herein) (the “**Unanimous Consent**”). The City Council, as the legislative body of the District, has duly adopted the District Resolutions, and has caused to be recorded in the real property records of Placer County a Notice of Special Tax Lien, including as amended to reflect the annexation of the Annexed Property via the Unanimous Consent (the “**Notice of Special Tax Lien**”) (such District Resolutions and Notice of Special Tax Lien being collectively referred to herein as the “**Formation Documents**”). Each of the Formation Documents remains in full force and effect as of the date hereof and has not been amended. The District is duly organized and validly existing as a community facilities district under the laws of the State of California. The City has, and at the Closing Date will have, as the case may be, full legal right, power and authority (i) to execute, deliver and perform its obligations under this Purchase Agreement and the City Disclosure Certificate, and to carry out all transactions on its part contemplated by each of such agreements, (ii) to issue, sell and deliver the Bonds to the Underwriter pursuant to the Resolution of Issuance and the Fiscal Agent Agreement as provided herein, and (iii) to carry out, give effect to and consummate the transactions on its part contemplated by the Formation Documents and by the Fiscal Agent Agreement, this Purchase Agreement, and the City Disclosure Certificate (collectively, the “**District Documents**”) and the Official Statement.

(b) The City has complied, and will at the Closing Date be in compliance, in all material respects, with the Formation Documents and the District Documents, and any immaterial compliance by the City, if any, will not impair the ability of the City to carry out, give effect to or consummate the transactions on its part contemplated by the foregoing. From and after the date of issuance of the Bonds, the City will continue to comply with the covenants of the City contained in the District Documents that are applicable to such time period.

(c) The City Council has duly and validly: (i) adopted the District Resolutions, (ii) called, held and conducted in accordance with all requirements of the Law elections within the District to approve the levy of the Special Tax within the District and the issuance of the Bonds and recorded the Notice of Special Tax Lien which established a continuing lien on the land within the District securing the payment of the Special Tax, (iii) authorized and approved the execution, delivery and due performance by the City for the District of the Bonds and the District Documents, (iv) authorized the preparation, delivery and distribution of the Preliminary Official Statement and the Official Statement, and (v) authorized and approved the performance by the City of its obligations contained in, and the taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions on its part contemplated by, each of the District Documents (including, without limitation, the collection of the Special Tax), the Bonds and the Official Statement and at the Closing Date, the Formation Documents will be in full force and effect and the District Documents and the Bonds will constitute the valid, legal and binding obligations of the City for the District and (assuming due authorization, execution and delivery by other parties thereto, where necessary) will be enforceable upon the City in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought.

(d) To the best of the City's knowledge, neither the District nor the City is in breach of or default under any applicable law or administrative rule or regulation of the State or the United States, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the District or the City is a party or is otherwise subject or bound, a consequence of which would be to materially and adversely affect the performance by the District or the City of their obligations under the Bonds, the Formation Documents or the District Documents, and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State or the United States, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or a material breach of or default under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the District or the City, as the case may be, is a party or is otherwise subject or bound.

(e) Except for compliance with the blue sky or other states securities law filings, as to which the City makes no representations, all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City of its obligations hereunder, or under the Formation Documents or the District Documents, have been obtained and are in full force and effect.

(f) The Special Tax constituting the security for the Bonds has been duly and lawfully authorized and may be levied under the Law, the State Constitution and the applicable laws of the State, and the Special Tax, when levied, will constitute a valid and legally binding continuing lien on the properties on which it has been levied.

(g) The City shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter. Until the date which is twenty-five (25) days after the "end of the underwriting period" (as hereinafter defined), if any event shall occur of which the City is aware, as a result of which it may

be necessary to supplement the Official Statement in order to make the statements in the Official Statement, in light of the circumstances existing at such time, not misleading, the City shall forthwith notify the Underwriter of any such event of which it has knowledge and shall cooperate fully in furnishing any information available to it for any supplement to the Official Statement necessary, in the Underwriter's opinion, so that the statements therein as so supplemented will not be misleading in light of the circumstances existing at such time and the City shall promptly furnish to the Underwriter a reasonable number of copies of such supplement. As used herein, the term **"end of the underwriting period"** means the later of such time as (i) the City delivers the Bonds to the Underwriter, or (ii) the Underwriter do not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the "end of the underwriting period" shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the City at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the "end of the underwriting period."

(h) The Fiscal Agent Agreement creates a valid pledge of the Special Tax Revenues (as defined in the Fiscal Agent Agreement) and the moneys deposited in the Bond Fund and the Reserve Fund established pursuant to the Fiscal Agent Agreement, including the investments thereof, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein. Until such time as moneys have been set aside in an amount sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon to maturity or to the date of redemption if redeemed prior to maturity, and premium, if any, the City will faithfully perform and abide by all of its covenants and undertakings, and the provisions contained in the Fiscal Agent Agreement.

(i) Except as disclosed in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending with respect to which the City has been served with process or, to the best knowledge of the City, threatened (i) which would materially adversely affect the ability of either the City or the District to perform their obligations under the Bonds, the Formation Documents or the District Documents, or (ii) seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, the Formation Documents, the District Documents, or any action contemplated by any of said documents, or (iii) in any way contesting the completeness or accuracy of the Official Statement or the powers or authority of the City or the District with respect to the Bonds, the Formation Documents, the District Documents, or any action of the City or the District contemplated by any of said documents; nor is there any action pending with respect to which the City has been served with process or, to the best knowledge of the City, threatened against the City or the District which alleges that interest on the Bonds is not excludable from gross income for federal income tax purposes or is not exempt from California personal income taxation, or (iv) which would affect or restrain the ability of the owners of property within the District to develop their property as described in the Preliminary Official Statement.

(j) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter to qualify the Bonds for offer and sale under the "Blue Sky" or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may

designate; provided, however, the City shall not be required to register as a dealer or a broker of securities or to consent to service of process in connection with any blue sky filing.

(k) Any certificate signed by any official of the City authorized to do so and delivered to the Underwriter in connection with the Bonds or this Purchase Agreement shall be deemed a representation and warranty to the Underwriter as to the statements made therein.

(l) The City will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement as described in the Official Statement.

(m) The information contained in the Preliminary Official Statement (other than under the captions “THE BONDS — Description of the Bonds” as they relate to DTC and the Book-Entry Only System, “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT” and in Appendix G thereto, as to which no view is expressed) was as of the date thereof, and the information contained in the Official Statement (other than under the captions “THE BONDS — Description of the Bonds” as they relate to DTC and the Book-Entry Only System, “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT” and in Appendix G thereto, as to which no view is expressed) as of its date and on the Closing Date shall be, true and correct in all material respects and such information does not and shall not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(n) The Preliminary Official Statement heretofore delivered to the Underwriter has been deemed final by the City as of its date, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of Rule 15c2-12. The City hereby covenants and agrees that, within seven (7) business days from the date hereof, the City shall cause a final printed form of the Official Statement to be delivered to the Underwriter in a quantity mutually agreed upon by the Underwriter and the City so that the Underwriter may comply with paragraph (b)(4) of Rule 15c2-12 and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board.

(o) Except as otherwise disclosed in the Preliminary Official Statement, the City is, and has always been, in material compliance with respect to all reporting obligations in the last five years that it has undertaken under Rule 15c2-12 for all indebtedness issued by the City.

(p) Except as otherwise disclosed in the Preliminary Official Statement, the Formation Documents have not been amended, terminated, rescinded or modified.

(q) The City shall not voluntarily undertake any course of action inconsistent with satisfaction of the requirements applicable to the City as set forth in this Purchase Agreement.

(r) The City shall cooperate with the Underwriter in the qualification of the Bonds for offering and sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Underwriter may designate.

(s) The City shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exemption from state income taxation or the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

4. Conditions to the Obligations of the Underwriter. The obligations of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties of the City contained herein, as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the City made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, the Formation Documents and the District Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated thereby and by this Purchase Agreement, all such actions as, in the opinion of Bond Counsel, and Stradling Yocca Carlson & Rauth, a Professional Corporation (“**Stradling**”), counsel to the Underwriter, shall be necessary and appropriate;

(b) The information contained in the Official Statement will, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant to Section 3(g) hereof, be true and correct in all material respects and will not, as of the Closing Date or as of the date of any supplement or amendment thereto pursuant to Section 3(g) hereof, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(c) Between the date hereof and the Closing Date, the market price or marketability of the Bonds at the initial offering prices set forth in the Official Statement shall not have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

(1) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or any member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department or the Internal Revenue Service of the United States of America, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon the interest that would be received by the owners of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

(2) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America, or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission (the “**SEC**”), or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general

character of the Bonds, or the Bonds are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, or of the Bonds, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws, rules or regulations as amended and then in effect;

(3) any amendment to the federal or California Constitution or action by any federal or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City or the District, their property, income or securities (or interest thereon), the validity or enforceability of the Special Tax as contemplated by the Formation Documents, the District Documents or the Official Statement;

(4) any event occurring, or information becoming known, which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Preliminary Official Statement or the Official Statement, or results in the Preliminary Official Statement or the Official Statement containing any untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(5) the declaration of war or the escalation of, or engagement in, military hostilities by the United States or the occurrence of any other national or international emergency or calamity relating to the effective operation of the government of, or the financial community in, the United States which, in the judgment of the Underwriter, makes it impracticable or inadvisable to proceed with the offering or the delivery of the Bonds on the terms and in the manner contemplated in the Preliminary Official Statement or the Official Statement;

(6) the declaration of a general banking moratorium by federal, State of New York or State of California authorities, or the general suspension of trading on any national securities exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange or other national securities exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction that, in the Underwriter's reasonable judgment, makes it impracticable for the Underwriter to market the Bonds or enforce contracts for the sale of the Bonds;

(7) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(8) the entry of an order by a court of competent jurisdiction which enjoins or restrains the City from issuing permits, licenses or entitlements within the District or which order, in the reasonable opinion of the Underwriter, otherwise materially and adversely affects proposed development of property within the District;

(9) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

(10) there shall have been any material adverse change in the affairs of the City that in the Underwriter's reasonable judgment will materially adversely affect the market for the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds;

(11) there shall be established any new restriction on transactions in securities materially affecting the free market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a change to the net capital requirements of, underwriters established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order;

(12) a stop order, release, regulation, or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made to the effect that the issuance, offering, or sale of the Bonds, including all the underlying obligations as contemplated hereby or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act, and the Trust Indenture Act of 1939, as amended; or

(13) filing of or threat of litigation of the type described in Section 2(i) hereof.

(d) On the Closing Date, the Underwriter shall have received counterpart originals or certified copies of the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) The Formation Documents and the District Documents, together with a certificate dated as of the Closing Date of the City Clerk of the City to the effect that each Formation Document is a true, correct and complete copy of the one duly adopted by the City Council;

(2) The Official Statement;

(3) An approving opinion for the Bonds, dated the Closing Date and addressed to the City, of Bond Counsel, in the form attached to the Preliminary Official Statement as Appendix D, and an unqualified letter of such counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such approving opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

(4) A supplemental opinion, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, to the effect that (i) this Purchase Agreement and the City Disclosure Certificate have been duly authorized, executed and delivered by the City, and, assuming such agreements constitute a valid and binding obligation of the other respective parties thereto, constitute the legally valid and binding agreements of the City for the District enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditor's rights or remedies and may be subject to general principles of equity (regardless of whether such enforceability is considered in equity or at law); (ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended; and (iii) the information contained in the Official Statement on the cover and under the captions "INTRODUCTION," "THE BONDS" (other than information relating to DTC and its Book-Entry Only System), "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS," "TAX MATTERS" and Appendices D and F thereof is accurate, insofar as such information purports to summarize or replicate certain provisions of the Law, the Bonds and the Fiscal Agent Agreement and the exclusion from gross income for federal income tax purposes and exemption from State of California personal income taxes of interest on the Bonds;

(5) An opinion, dated the Closing Date and addressed to the Underwriter, of Stradling, as counsel for the Underwriter, in form and substance acceptable to the Underwriter;

(6) A certificate or certificates, dated the Closing Date and signed by an authorized officer of the City, ratifying the use and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds; and certifying that (i) the representations and warranties of the City contained in Section 3 hereof are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) to the best of his or her knowledge, no event has occurred since the date of the Official Statement affecting the matters contained therein which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make the statements and information contained in the Official Statement not misleading in any material respect, and the Bonds, the Formation Documents and the District Documents conform as to form and tenor to the descriptions thereof contained in the Official Statement; and (iii) the City has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under the Formation Documents, the District Documents and the Official Statement at or prior to the Closing Date;

(7) An opinion, dated the Closing Date and addressed to the Underwriter, of the City Attorney, to the effect that (i) to its current actual knowledge and except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending with respect to which the City has been served with process or is known to such counsel to be threatened, as to which the City is or would be a party, which would materially adversely affect the ability of the City or the District to perform their obligations under the Bonds, the Formation Documents or the District Documents, or

which seeks to restrain or enjoin the issuance, sale and delivery of the Bonds or exclusion from gross income for federal income tax purposes or State of California personal income taxes of interest on the Bonds, or the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax to pay the principal of and interest on the Bonds, or which in any way contests or affects the validity or enforceability of the Bonds, the Formation Documents or the District Documents or the accuracy of the Official Statement, or any action of the City contemplated by any of said documents or the development of property within the District; (ii) the City is duly organized and validly existing as a public entity under the laws of the State of California and the District is duly organized and validly existing as a community facilities district under the laws of the State of California, and the City has full legal right, power and authority to issue the Bonds and to perform all of its obligations under the Formation Documents and the District Documents; (iii) the City has obtained all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which constitute a condition precedent to the levy of the Special Tax, the issuance of the Bonds or the performance by the City of its obligations thereunder or under the Fiscal Agent Agreement, except that no opinion need be expressed regarding compliance with blue sky or other securities laws or regulations, whatsoever; (iv) the City Council has duly and validly adopted the Formation Documents at meetings of the City Council which were called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the Formation Documents are now in full force and effect and have not been amended; and (v) the City has duly authorized, executed and delivered the District Documents and the Bonds and has duly authorized the preparation and delivery of the Official Statement;

(8) One or more certificates dated the Closing Date from Economic & Planning Systems, Inc. (the “**Special Tax Consultant**”) addressed to the City and the Underwriter to the effect that (i) the amount of the Special Taxes that could be levied in each Fiscal Year on all Parcels (as defined in the Rate and Method of Apportionment of Special Tax for the District) of Taxable Property in the District less Administrative Expenses (as defined in the Rate and Method of Apportionment of Special Tax for the District) of 1%, is at least one hundred ten percent (110%) of the total Annual Debt Service for each such Fiscal Year on the Bonds and the Parity Bonds, and (ii) all information supplied by the Special Tax Consultant for use in the Official Statement is true and correct as of the date of the Official Statement and as of the Closing Date;

(9) A certificate of the City dated the Closing Date, in a form acceptable to Bond Counsel, to the effect that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

(10) A certificate of the Fiscal Agent and an opinion of counsel to the Fiscal Agent dated the Closing Date and addressed to the City and the Underwriter to the effect that the Fiscal Agent has authorized the execution and delivery of the Fiscal Agent Agreement and that the Fiscal Agent Agreement is a valid and binding obligation of the Fiscal Agent enforceable in accordance with its terms;

(11) A Letter of Representations of Sierra Vista Communities, LLC, a California limited liability company (“**Sierra Vista**”) dated the date of the Preliminary Official Statement, substantially in the form attached as Exhibit D hereto (the “**Sierra Vista Certificate**”) or as such certificate may be modified with the approval of the Underwriter and Stradling, and a closing certificate of Sierra Vista dated the Closing Date, to the effect that the representations in the Sierra Vista Certificate are true and correct as of the Closing Date (except that all references to the Preliminary Official Statement in the Sierra Vista Certificate shall be deemed references to the final Official Statement);

(12) A continuing disclosure certificate executed by Sierra Vista in the form attached in Appendix E to the Preliminary Official Statement (the “**Sierra Vista Continuing Disclosure Certificate**”);

(13) An opinion letter or opinion letters from counsel to Sierra Vista, dated the Closing Date and addressed to the City and the Underwriter substantially in the form attached hereto as Exhibit E;

(14) A Letter of Representations of Lennar Homes of California, LLC., a California limited liability company (“**Lennar**”) dated the date of the Preliminary Official Statement, substantially in the form attached as Exhibit F hereto (the “**Lennar Certificate**”) or as such certificate may be modified with the approval of the Underwriter and Stradling, and a closing certificate of Lennar dated the Closing Date, to the effect that the representations in the Lennar Certificate are true and correct as of the Closing Date (except that all references to the Preliminary Official Statement in the Lennar Certificate shall be deemed references to the final Official Statement);

(15) An opinion letter or opinion letters from counsel to Lennar, dated the Closing Date and addressed to the City and the Underwriter substantially in the form attached hereto as Exhibit G;

(16) A Certificate of AG EHC II (LEN) CA 2, L.P., a Delaware limited partnership (the “**Landbank**”) dated the date of the Preliminary Official Statement, substantially in the form attached as Exhibit H hereto (the “**Landbank Certificate**”) or as such certificate may be modified with the approval of the Underwriter and Stradling, and a closing certificate of Landbank dated the Closing Date, to the effect that the representations in the Landbank Certificate are true and correct as of the Closing Date (except that all references to the Preliminary Official Statement in the Landbank Certificate shall be deemed references to the final Official Statement);

(17) G-17 letter from the Underwriter acknowledged by the City;

(18) A letter of Jones Hall, A Professional Law Corporation, as disclosure counsel to the City (“**Disclosure Counsel**”), addressed to the Underwriter and the City, to the effect that nothing has come to such counsel’s attention that would lead them to believe that the Preliminary Official Statement, as of its date, and the Official Statement, as of its date and as of the Closing Date (but excluding therefrom the appendices thereto, financial statements and statistical data, and information regarding The Depository Trust Company and its book-entry system, as to which no opinion need

be expressed), contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(19) A certificate from Integra Realty Resources (the “**Appraiser**”) consenting to the inclusion of their appraisal report (the “**Appraisal**”) in the Preliminary Official Statement and the final Official Statement and certifying that (i) the information in the Official Statement relating to the Appraisal does not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and (ii) since the date of the Appraisal they are not aware of any facts that would materially affect the conclusions of value set forth therein;

(20) The certificate required by Section 5.17 of the Fiscal Agent Agreement stating that the requirements of Section 5.17(A) of the Fiscal Agent Agreement for the issuance of the Bonds as Additional Bonds under the Fiscal Agent Agreement have been met.

(21) The Unanimous Consent duly executed by Sierra Vista;

(22) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the statements and information contained in the Preliminary Official Statement and the Official Statement, of the City’s representations and warranties contained herein and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City and the District in connection with the transactions contemplated hereby and by the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under any further obligation hereunder, except that the respective obligations of the City and the Underwriter set forth in Section 5, Section 6 and Section 8 hereof shall continue in full force and effect.

5. Conditions of the City’s Obligations. The City’s obligations hereunder are subject to the Underwriter’s performance of its obligations hereunder, and are also subject to the following conditions:

(a) As of the Closing Date, no litigation shall be pending or, to the knowledge of the duly authorized officer of the City executing the certificate referred to in Section 4(d)(6) hereof, threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds, the Formation Documents, the District Documents or the existence or powers of the City or the District; and

(b) As of the Closing Date, the City shall receive the approving opinion of Bond Counsel referred to in Section 4(d)(3) hereof, dated as of the Closing Date.

6. Expenses. Whether or not the Bonds are delivered to the Underwriter as set forth herein:

(a) The Underwriter shall be under no obligation to pay, and the City shall pay or cause to be paid (out of any legally available funds of the District) all expenses incident to the performance of the City's obligations hereunder, including, but not limited to, the cost of printing, engraving and delivering the Bonds to the Underwriter, the cost of preparation, printing, distribution and delivery of the Fiscal Agent Agreement, the Preliminary Official Statement, the Official Statement and all other agreements and documents contemplated hereby (and drafts of any thereof) in such reasonable quantities as requested by the Underwriter; and the fees and disbursements of the Municipal Advisor, the Special Tax Consultant, the Special Tax Administrator, the Fiscal Agent, Bond Counsel, Disclosure Counsel and Lumesis and any accountants, engineers or any other experts or consultants the City has retained in connection with the Bonds; and

(b) The City shall be under no obligation to pay, and the Underwriter shall pay, any fees of the California Debt and Investment Advisory Commission, the cost of preparation of any "blue sky" or legal investment memoranda and this Purchase Agreement; expenses to qualify the Bonds for sale under any "blue sky" or other state securities laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds (except those specifically enumerated in paragraph (a) of this section), including the fees and disbursements of its counsel and any advertising expenses.

7. Notices. Any notice or other communication to be given to the City under this Purchase Agreement may be given by delivering the same in writing to the City at 311 Vernon Street, Roseville, California 95678, Attention: City Manager; and any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated, One Montgomery Street, 35th Floor, San Francisco, California 94104, Attention: Eileen Gallagher, Managing Director.

8. Parties in Interest. This Purchase Agreement is made solely for the benefit of the City, the District and the Underwriter (including their successors or assigns), and no other person shall acquire or have any right hereunder or by virtue hereof.

9. Survival of Representations and Warranties. The representations and warranties of the City set forth in or made pursuant to this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Purchase Agreement and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City and regardless of delivery of and payment for the Bonds.

10. Effective. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

11. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds for the City.

12. Governing Law. This Purchase Agreement shall be governed by the laws of the State applicable to contracts made and performed in the State.

13. Counterparts. This Purchase Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Very truly yours,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as Underwriter

By: _____
Managing Director

ACCEPTED:

CITY OF ROSEVILLE, CALIFORNIA, for and on
behalf of the City's The Ranch at Sierra Vista
Community Facilities District No. 1 (Public
Facilities)

By: _____
Chief Financial Officer

Time: _____ p.m.

EXHIBIT A

MATURITY SCHEDULE

**CITY OF ROSEVILLE
THE RANCH AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2023**

<i>Maturity Date (September 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Yield</i>	<i>Price</i>	<i>10% Test Used</i>	<i>Hold the Offering Price Used</i>
---	------------------------------------	-----------------------------	---------------------	---------------------	---------------------------------	--

^C Priced to the optional call date of September 1, 20__ at ____%.

^T Term Bond.

The purchase price of the Bonds shall be \$_____, which is the principal amount thereof (\$_____) [plus/less] [net] original issue [premium/discount] of \$_____ and less Underwriter's discount of \$_____.

Optional Redemption. The Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, 20__ at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u> %
September 1, 20__ through August 31, 20__	
September 1, 20__ through August 31, 20__	
September 1, 20__ through August 31, 20__	
September 1, 20__ and any date thereafter	

Mandatory Redemption from Prepayments. The Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
____ 1, 20__ through and including March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

Mandatory Sinking Fund Redemption. The Bonds maturing September 1, 20__, September 1, 20__, September 1, 20__ and September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__, September 1, 20__, September 1, 20__ and September 1, 20__ respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds Maturing September 1, 20__

<u>Sinking Fund Redemption Date (September 1)</u>	<u>Sinking Fund Payments</u>
---	----------------------------------

(maturity)	375,
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Term Bonds Maturing September 1, 20__

<u>Sinking Fund Redemption Date (September 1)</u>	<u>Sinking Fund Payments</u>
---	----------------------------------

(maturity)	
------------	--

Term Bonds Maturing September 1, 20__

Sinking Fund Redemption Date (September 1)	<u>Sinking Fund Payments</u>
---	---

(maturity)

Term Bonds Maturing September 1, 20__

Sinking Fund Redemption Date (September 1)	<u>Sinking Fund Payments</u>
---	---

(maturity)

The amounts in the foregoing tables will be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the Term Bonds.

EXHIBIT B

**CITY OF ROSEVILLE
THE RANCH AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2023**

RULE 15c2-12 CERTIFICATE

The undersigned hereby certifies and represents that he is the Chief Financial Officer of the City of Roseville, California (the “City”), and, as such, is duly authorized to execute and deliver this certificate and further hereby certifies that:

(1) this certificate is being delivered in connection with the sale and issuance of the City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2023 (the “Bonds”) in order to enable the underwriter of the Bonds to comply with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (the “Rule”);

(2) in connection with the sale and issuance of the Bonds, there has been prepared a Preliminary Official Statement dated _____, 2023 setting forth information concerning the Bonds and the City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the “Preliminary Official Statement”); and

(3) except for the Permitted Omissions, the Preliminary Official Statement is deemed final within the meaning of the Rule. As used herein, the term “Permitted Omissions” refers to the offering price(s), interest rates(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters, all as set forth in the Rule.

IN WITNESS WHEREOF, I have hereunto set my hand as of _____, 2023.

CITY OF ROSEVILLE, CALIFORNIA

By: _____
Its: Chief Financial Officer

EXHIBIT C

FORM OF ISSUE PRICE CERTIFICATE

**CITY OF ROSEVILLE
THE RANCH AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2023**

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated (“Stifel”) hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the “Bonds”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) Piper offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “**Initial Offering Prices**”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, dated _____, 2023, by and between Piper and the Issuer, Piper has agreed in writing that: (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “**hold-the-offering-price rule**”); and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Reserve Fund.***

The deposit to the Reserve Fund required to bring the amount on deposit therein to the Reserve Requirement (as such terms are defined in the Fiscal Agent Agreement dated as of September 1, 2020, as supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of December 1, 2021 and a Supplemental Agreement No. 2 to Fiscal Agent Agreement dated as of _____ 1, 2023, each by and between the City and U.S. Bank Trust Company, National Association, as successor fiscal agent, pursuant to which the Bonds are being issued) was vital to the marketing of the Bonds at the initial offering prices and reasonably required to assure payment of debt service on the Bonds.

4. ***Defined Terms.***

(a) General Rule Maturities means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) Hold-the-Offering-Price Maturities means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) Holding Period means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the _____, 2023 (the Sale Date), or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) Issuer means the City of Roseville.

(e) Maturity means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(f) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2023.

(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 Stifel’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in a Certificate as to Arbitrage and Tax Compliance Procedures for the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall, A Professional Law Corporation in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

By:_____

Name:_____

By:_____

Name:_____

Dated: _____, 2023

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)

EXHIBIT D

CITY OF ROSEVILLE THE RANCH AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES) SPECIAL TAX BONDS SERIES 2023

LETTER OF REPRESENTATIONS OF SIERRA VISTA COMMUNITIES, LLC

In connection with the issuance and sale of the above-captioned bonds (the “**Bonds**”), and pursuant to Section 4(d)(11) of the Bond Purchase Agreement (the “**Bond Purchase Agreement**”) to be executed by and between City of Roseville, California (the “**City**”), for and on behalf of the City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the “**District**”), and Stifel, Nicolaus & Company, Incorporated (the “**Underwriter**”), Sierra Vista Communities, LLC, a California limited liability company (“**Sierra Vista**”), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof that:

1. Sierra Vista is duly organized and validly existing under the laws of the State of California, is qualified to transact business in the State of California and has all requisite limited liability company right, power and authority to: (i) execute and deliver this Letter of Representations and the Sierra Vista Continuing Disclosure Certificate; and (ii) develop the Property (as defined below) as described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, certain property within the District is held in the name of Sierra Vista (herein, the “**Property**”). Except as otherwise described in the Preliminary Official Statement, Sierra Vista is the party responsible for the development of the Property.

3. Sierra Vista has, or will have prior to the Closing, duly authorized the execution and delivery at the Closing of the Sierra Vista Continuing Disclosure Certificate and the performance by Sierra Vista of its obligations thereunder and under the Development Agreement (as defined in the Preliminary Official Statement).

4. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned,¹ Sierra Vista and its Affiliates² have not violated any applicable law or administrative

¹ As used in this Certificate, the phrase “**Actual Knowledge of the Undersigned**” shall mean the actual (as opposed to constructive) knowledge that the undersigned currently has as of the date of this Certificate or has obtained from (i) interviews with such current officers and responsible employees of Sierra Vista as the undersigned has determined are likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth in this Certificate, and/or (ii) a review of such documents as the undersigned determined were reasonably necessary to obtain knowledge of the matters set forth in this Certificate. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of Sierra Vista’s current business and operations. The undersigned has not contacted individuals who are no longer employed by Sierra Vista.

² “**Affiliate**” means, with respect to a Person (i) any other Person directly, or indirectly through one or more intermediaries, controlling, controlled by or under common control with such Person, and (ii) for whom information, including financial information or operating data, concerning such Person referenced in clause (i) is material to an evaluation of the District and the Bonds (i.e., information relevant to Sierra Vista’s development plans with respect to its Property and the payment of its Special Tax, or such Person’s assets or funds that would materially affect Lennar’s ability to develop its Property as described in the Preliminary Official Statement or to pay its Special Tax (to the extent the responsibility of Sierra Vista) prior to delinquency).

regulation of the State of California or the United States of America, or any agency or instrumentality of either, which violation could reasonably be expected to materially and adversely affect Sierra Vista's ability to pay Special Taxes due with respect to the Property.

5. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, (a) Sierra Vista and its Affiliates are not in breach of or in default under any applicable judgment or decree or any loan agreement, option agreement, development agreement, indenture, bond or note (collectively, the “**Material Agreements**”) to which Sierra Vista or its Affiliates are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect Sierra Vista's ability to complete the development of the Property as proposed in the Preliminary Official Statement or to pay the Special Taxes due with respect to the Property (to the extent the responsibility of Sierra Vista) prior to delinquency, and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

6. Except as described in the Preliminary Official Statement, there is no material indebtedness of Sierra Vista or its Affiliates that is secured by an interest in the Property. To the Actual Knowledge of the Undersigned, neither Sierra Vista nor any of its Affiliates is in default on any obligation to repay borrowed money, which default is reasonably likely to materially and adversely affect Sierra Vista's ability to complete the development of the Property as proposed in the Preliminary Official Statement or to pay the Special Taxes due with respect to the Property (to the extent the responsibility of Sierra Vista) prior to delinquency.

7. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, regulatory agency, public board or body is pending against Sierra Vista (with proper service of process or proper notice to Sierra Vista having been accomplished) or, to the Actual Knowledge of the Undersigned, is pending against any current Affiliate of Sierra Vista (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned is overtly threatened in writing against Sierra Vista or any such Affiliate which, if successful, is reasonably likely to materially and adversely affect Sierra Vista's ability to complete the development of the Property as described in the Preliminary Official Statement or to pay the Special Tax on the Property (to the extent the responsibility of Sierra Vista) prior to delinquency.

8. As of the date thereof, to the Actual Knowledge of the Undersigned, the Preliminary Official Statement, solely with respect to information contained therein with respect to Sierra Vista, its Affiliates, ownership of the Property, Sierra Vista's development plan, Sierra Vista's financing plan, Sierra Vista's lenders, if any, and contractual arrangements of Sierra Vista or any Affiliate of Sierra Vista (including, if material to Sierra Vista's development plan or Sierra Vista's financing plan, other loans of such Affiliates) as set forth under the captions “THE DISTRICT”, “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT—Information Regarding the Master Developer,” “DEVELOPMENT WITHIN THE DISTRICT,” “THE IMPROVEMENTS”, “SPECIAL RISK

“**Person**” means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof. For purposes hereof, the term “control” (including the terms “controlling,” “controlled by” or “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

FACTORS—Property Values and Property Development—*Endangered and Threatened Species*” and “CONTINUING DISCLOSURE—The Master Developer and Lennar Homes” (but only as such information relates to Sierra Vista and its development within the District) (excluding therefrom, in each case, information which is identified as having been provided by a source other than Sierra Vista), is true and correct in all material respects and did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

9. Sierra Vista covenants that, while the Bonds or any refunding obligations related thereto are outstanding, Sierra Vista and its Affiliates which it controls will not bring any action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body that in any way seeks to challenge or overturn the formation of the District, to challenge the adoption of the ordinance of the City levying Special Taxes within the District, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the amended notice of special tax lien relating thereto. The foregoing covenant shall not prevent Sierra Vista or any Affiliate in any way from bringing any other action, suit or proceeding including, without limitation, (a) an action or suit contending that the Special Tax has not been levied in accordance with the methodologies contained in the District’s Rate and Method of Apportionment of Special Taxes pursuant to which the Special Taxes are levied, (b) an action or suit with respect to the application or use of the Special Taxes levied and collected or (c) an action or suit to enforce the obligations of the City and/or the District under the Formation Documents, the District Documents, or any other agreements among Sierra Vista, the City, and/or the District or to which Sierra Vista is a beneficiary.

10. Except as disclosed in the Preliminary Official Statement or as a matter of public record (including, without limitation, liens for *ad valorem* tax obligations and liens for District), to the Actual Knowledge of the Undersigned, no public debt secured by a tax or assessment on the Property exists or is in the process of being authorized and Sierra Vista has not taken any action to form any assessment districts or community facilities districts that would include any portion of the Property.

11. Sierra Vista has been developing or has been involved in the development of numerous projects over an extended period of time. It is likely that Sierra Vista has been delinquent at one time or another in the payment of ad valorem property taxes, special assessments or special taxes. However, except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, Sierra Vista is not currently in default in, or, in the last five years, has ever defaulted to any material extent in, the payment of special taxes or assessments in connection with the District or any other community facilities districts or assessment districts in California that (a) would have caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) was not cured prior to the institution of any enforcement action with a court of law.

12. Sierra Vista consents to the issuance of the Bonds. Sierra Vista acknowledges that the City intends to use the net proceeds of the Bonds in the manner described in the Preliminary Official Statement.

13. Sierra Vista intends to comply with the provision of the Mello-Roos Community Facilities District Act of 1982, as amended relating to the Notice of Special Tax described in Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof.

14. To the Actual Knowledge of the Undersigned, Sierra Vista is able to pay its bills as they become due and no legal proceedings are pending against Sierra Vista (with proper service of process to Sierra Vista having been accomplished) or, to the Actual Knowledge of the Undersigned, threatened in writing in which Sierra Vista may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize or readjust its debts, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

15. Based upon its current development plans, including, without limitation, its current budget, and subject to economic conditions and risks generally inherent in the development of real property, many of which are beyond the control of Sierra Vista, and except as disclosed in the Preliminary Official Statement including in the sections entitled “THE DISTRICT,” “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT” and “DEVELOPMENT WITHIN THE DISTRICT,” Sierra Vista currently expects that it will have sufficient funds and/or sources of funds to complete the development of the Property as described in the Preliminary Official Statement and to pay Special Taxes levied against the Property (to the extent the responsibility of Sierra Vista) prior to delinquency and does not anticipate that the City or the District will be required to resort to a draw on the Reserve Fund for payment of principal of or interest on the Bonds due to Sierra Vista’s nonpayment of Special Taxes. Sierra Vista reserves the right to change its development plan and financing plan for the Property at any time without notice.

16. Solely as to the limited information described in Paragraph 8 above concerning Sierra Vista its Affiliates, ownership of the Property, Sierra Vista’s development plan, Sierra Vista’s financing plan, Sierra Vista’s lenders, if any, and contractual arrangements of Sierra Vista or any Affiliates (including, if material to Sierra Vista’s development plan or Sierra Vista’s financing plan, other loans of such Affiliates) as set forth in the Preliminary Official Statement and information in the Preliminary Official Statement relating to Sierra Vista under the caption “CONTINUING DISCLOSURE—The Master Developer and Lennar Homes” (excluding therefrom information which is identified as having been provided by a source other than Sierra Vista), Sierra Vista agrees to indemnify and hold harmless, to the extent permitted by law, the City, the District, and their officials and employees, and each Person, if any (each, an “**Indemnified Party**” and together, the “**Indemnified Parties**”), who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or of Section 20 of the Securities Exchange Act of 1934, as amended, against any and all losses, claims, damages or liabilities, joint or several, to which such indemnified party may become subject under any statute or at law or in equity or otherwise and shall reimburse any such indemnified party for any reasonable legal or other expense reasonably incurred by it in connection with investigating any such claim against it and defending any such action, only to the extent that such losses, claims, damages, liabilities or actions arise from any untrue statement by Sierra Vista of a material fact contained in the above referenced information in the Preliminary Official Statement, as of its date, or the omission by Sierra Vista to state in the Preliminary Official Statement, as of its date, a material fact necessary to make the statements made by Sierra Vista contained therein, in light of the circumstances under which they were made not misleading. This indemnity provision shall not be construed as a limitation on any other liability which Sierra Vista may otherwise have to any indemnified party, provided that in no event shall Sierra Vista be obligated for double indemnification, or for the negligence or willful misconduct of an indemnified party.

If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any Indemnified Party in respect of which indemnification may be sought pursuant to the above paragraph, such Indemnified Party shall promptly

notify Sierra Vista in writing; provided that the failure to notify Sierra Vista shall not relieve it from any liability that it may have hereunder except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify Sierra Vista shall not relieve it from any liability that it may have to an Indemnified Party otherwise than under the above paragraph. If any such proceeding shall be brought or asserted against an Indemnified Party and it shall have notified Sierra Vista thereof, Sierra Vista shall retain counsel reasonably satisfactory to the Indemnified Party (who shall not, without the consent of the Indemnified Party, be counsel to Sierra Vista) to represent the Indemnified Party in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding, as incurred. In any such proceeding, any Indemnified Party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) Sierra Vista and the Indemnified Party shall have mutually agreed to the contrary; (ii) Sierra Vista has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Party; (iii) the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to Sierra Vista; or (iv) the named parties in any such proceeding (including any impleaded parties) include both Sierra Vista and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. It is understood and agreed that Sierra Vista shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Parties, and that all such fees and expenses, to the extent reasonable, shall be paid or reimbursed as they are incurred. Any such separate firm shall be designated in writing by such Indemnified Parties. Sierra Vista shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, Sierra Vista agrees to indemnify each Indemnified Party from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an Indemnified Party shall have requested that Sierra Vista reimburse the Indemnified Party for fees and expenses of counsel as contemplated by this paragraph, Sierra Vista shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 60 days after receipt by Sierra Vista of such request and (ii) Sierra Vista shall not have reimbursed the Indemnified Party in accordance with such request prior to the date of such settlement (provided that the foregoing shall not be applicable to any failure to reimburse if Sierra Vista is disputing such payment in good faith and shall have paid any amounts not in dispute). Sierra Vista shall not, without the written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Party is or could have been a party and indemnification could have been sought hereunder by such Indemnified Party, unless such settlement (x) includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

17. If, between the date hereof and the Closing Date any event relating to or affecting Sierra Vista, its Affiliates, ownership of the Property, Sierra Vista's development plan, Sierra Vista's financing plan, Sierra Vista's lenders, if any, and contractual arrangements of Sierra Vista or any Affiliate of Sierra Vista (including, if material to Sierra Vista's development plan or Sierra Vista's financing plan, other loans of such Affiliates) shall occur of which the undersigned has Actual Knowledge and which the undersigned believes would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 8 hereof, to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the undersigned shall notify the City

and the Underwriter and if in the opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, Sierra Vista shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance reasonably satisfactory to counsel to the City and to the Underwriter.

18. For the period through 25 days after the “end of the underwriting period” as defined in the Bond Purchase Agreement, if any event relating to or affecting Sierra Vista, its Affiliates, ownership of the Property, Sierra Vista’s development plan, Sierra Vista’s financing plan, Sierra Vista’s lenders, if any, and contractual arrangements of Sierra Vista or any Affiliates of Sierra Vista (including, if material to Sierra Vista’s development plan or Sierra Vista’s financing plan, other loans of such Affiliates) shall occur as a result of which it is necessary, in the opinion of the Underwriter or counsel to the City, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, Sierra Vista shall reasonably cooperate with the City and the Underwriter in the preparation of an amendment or supplement to the Official Statement in form and substance reasonably satisfactory to the Underwriter and Disclosure Counsel which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

19. On behalf of Sierra Vista, I have reviewed the contents of this Certificate and have met with counsel to Sierra Vista for the purpose of discussing the meaning of its contents.

Unless otherwise indicated, capitalized terms used herein and not defined have the meaning given to them in the Bond Purchase Agreement. The undersigned has executed this Certificate solely in his or her capacity as an authorized officer or representative of Sierra Vista and he or she will have no personal liability arising from or relating to this Certificate.

Dated: _____, 2023

SIERRA VISTA COMMUNITIES, LLC,
a California limited liability company

BY: LENNAR HOMES OF CALIFORNIA, LLC.,
a California limited liability company,
Manager

By: _____

Name: _____

Its: _____

EXHIBIT E

FORM OF DEVELOPER'S COUNSEL OPINION

[Closing Date]

City of Roseville
311 Vernon Street,
Roseville, California 95678

Stifel, Nicolaus & Company, Incorporated
One Montgomery Street, 35th Floor
San Francisco, California 94104

Re: \$_____ **City of Roseville**
 The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities)
 Special Tax Bonds Series 2023

Ladies and Gentlemen:

We have acted as counsel to Sierra Vista Communities, LLC, a California limited liability company (the “Developer”) in connection with the issuance and sale by the City of Roseville, on behalf of the City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the “District”) of \$_____ City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2023 (the “Bonds”). This opinion is rendered pursuant to the Bond Purchase Agreement dated _____, 2023 (the “Bond Purchase Agreement”), entered into in connection therewith. Capitalized terms used herein without definition shall have the meanings set forth in the Bond Purchase Agreement.

In rendering the opinions set forth herein, we have reviewed and examined such documents as we have determined to be appropriate, including the following documents:

1. The Bond Purchase Agreement;
2. The Preliminary Official Statement
3. The Official Statement (together, the “Official Statement”);
4. The Continuing Disclosure Certificate of the Developer dated as of _____, 2023, executed by the Developer (the “Developer Disclosure Certificate”); and
5. The Letter of Representations of Sierra Vista Communities, LLC dated _____, 2023, and the Closing Certificate of Sierra Vista Communities, LLC, dated _____, 2023, both as required pursuant to Section 4(d)(11) of the Bond Purchase Agreement (collectively, the “Developer Certificate”).

For purposes of this opinion, the term “Litigation Search” shall mean a litigation search of Developer, performed in the Superior Court of the State of California, County of Placer; the California Court of Appeal, Third Appellate District; the United States District Court, Eastern District of California; the United States Bankruptcy Court, Eastern District of California; and the United States Ninth Circuit Court of Appeal, conducted by Corporation Service Company (Order Date _____, 2023; Order Number _____ (the “Litigation Search”), but without warranty as to the completeness and accuracy thereof due to the potential for errors or inaccuracies in the data and files made available from the applicable courts.

With respect to factual matters underlying our opinions herein, we have made no independent investigation or inquiry and have relied solely upon the Developer’s Certificate and the Litigation Search. We advise you that the phrase “to our knowledge,” as used herein, means that no facts have come to our attention, based upon an inquiry of attorneys in this firm who devote substantive legal attention to Developer, or as a result of our examination of the Developer’s Certificate and the Litigation Search, that indicate to us anything contrary to the statement to which the phrase relates. Except as expressly set forth above, the phrase does not mean that we have conducted any investigation or inquiry or performed any other examination or review. We have no reason to believe that any factual matters or assumptions relied upon by us are not true, correct and complete.

Our opinions herein are limited to the internal laws of the State of California and the federal laws of the United States of America. We express no opinion whatsoever with respect to the laws of any other jurisdiction and assume no responsibility for the applicability of such laws.

In rendering our opinions herein, we have assumed the following, with your approval:

(i) The genuineness and authenticity of all signatures on original documents submitted to us (other than any signatures on behalf of Developer); the authenticity and completeness of all documents submitted to us as originals; the conformity to originals of all documents submitted to us as copies; where any signature, other than any signature on behalf of Developer purports to have been made in a corporate, governmental, fiduciary or other capacity, the person who affixed such signature had the full power and authority to do so;

(ii) The due authorization, execution and delivery of the applicable agreements by the parties thereto, other than the Developer, and the legality, validity, binding effect and enforceability against such parties of their respective obligations under such agreements;

(iii) The truth, accuracy and completeness of all factual representations and warranties of all parties under the documents described in paragraphs 1 through 4, above;

(iv) The constitutionality or validity of a relevant statute, rule, regulation or agency action is not in issue unless a reported decision in the State of California has specifically addressed but not resolved, or has established, its unconstitutionality or invalidity; and

(v) All official public records relied upon by us are accurate and complete.

Based upon the foregoing and in reliance thereon, and based on our examination of such questions of law as we have deemed appropriate under the circumstances, and subject to any

further assumptions, comments, exceptions, qualifications and limitations set forth below, as of the date hereof, it is our opinion that:

1. Developer is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of California, and has full power and authority to enter into the Developer Disclosure Certificate.

2. The Developer has duly and validly executed and delivered the Developer Disclosure Certificate, and the Developer Disclosure Certificate constitutes the legal, valid and binding obligation of the Developer, enforceable against Developer in accordance with its terms.

3. To our knowledge, the execution and delivery by Developer of the Developer Disclosure Certificate and the performance of its obligations thereunder do not and will not result in a violation of any provision of, or in default under any agreement or other instrument to which Developer is a party.

4. To our knowledge, Developer is not in violation of any provision of or in default under, its organizational documents or any agreement or other instrument, violation or default under which would materially and adversely affect the business, properties, assets, liabilities or conditions (financial or other) of the Developer with respect to Developer's ability to develop real property owned by Developer within the District.

5. To our knowledge, except as set forth in the Official Statement, there is no litigation pending against Developer (with service of process to Developer having been duly given and completed) or overtly threatened against Developer which would materially and adversely affect the validity or enforceability of the Developer Disclosure Certificate, Developer's ability to complete the development of its property as proposed in the Official Statement or to pay the Special Taxes.

6. Without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement or the Official Statement under the caption THE DISTRICT," "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT—Information Regarding the Master Developer," "DEVELOPMENT WITHIN THE DISTRICT," "THE IMPROVEMENTS," "SPECIAL RISK FACTORS—Property Values and Property Development—*Endangered and Threatened Species*" and information relating to Sierra Vista under the caption "CONTINUING DISCLOSURE—The Master Developer and Lennar Homes" (except that no opinion or belief need to be expressed as to any information relating to The Depository Trust Company, or any information relating to CUSIP numbers, or with respect to any financial, statistical or engineering information, data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, assessed valuations or appraised values, or to any information which is attributable to a source other than the Developer, contained in the Preliminary Official Statement or the Official Statement), no facts came to our attention during the course of our representation of the Developer that would lead us to believe that the information under said captions of the Preliminary Official Statement, as of its date, or the Official Statement, as of its date and as of the date hereof, relating to the Developer and the Developer's organizations, activities, properties and financial condition, and its proposed development of the Property, contained or contains any untrue statement of a material fact or omitted or omits any material fact

necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

In addition, all of our opinions expressed hereinabove are specifically subject to and limited by the following:

a) We express no opinion as to matters governed by any laws other than the substantive laws of California which are in effect as of the date hereof, and we assume no obligation to modify or supplement this opinion with respect to changes in such laws after the date hereof.

b) As counsel to the Developer in this matter, we have not rendered financial advice to the Developer and do not represent, by this opinion or otherwise, that we have reviewed or made any assessment about, nor do we offer any opinion about, the financial condition of the Developer, past, present or future, including any financial information contained in the Developer Disclosure Certificate; nor have we reviewed the financial feasibility of this transaction or those matters which the proceeds of the Bonds will fund or any of its components and, accordingly, we offer no opinion whatsoever regarding such financial feasibility.

c) The effect of laws or court decisions relating to bankruptcy, insolvency, fraudulent conveyance, equitable subordination, reorganization, arrangement, moratorium or other laws or court decisions relating to or affecting creditors' rights generally.

d) Limitations imposed by California or federal law or equitable principles upon the availability of the remedy of specific performance of any of the remedies, covenants or other provisions of any document or agreement and upon the availability of injunctive relief or other equitable remedies.

In addition, we express no opinion as to the title of the property within the District or any entitlements, permits, approvals or other assets relating to the Developer's development of its property as proposed in the Official Statement.

We express no opinion as to any matter other than as expressly set forth above, and, in conjunction therewith, specifically express no opinion concerning the application of or compliance with any federal securities law, including, but not limited to, the Securities Act of 1933, as amended, and the Trust Indenture Act of 1939, as amended, any state securities or "Blue Sky" law, or any federal, state or local tax law, as respecting the Bonds.

This letter is intended solely for your use in relation to the Bond Purchase Agreement and may not be reproduced or filed publicly or relied upon for any other purpose by you or for any purpose whatsoever by any other party without the express written consent of the undersigned except that this opinion may be copied and distributed as part of a closing book of the bond transaction documents, provided that such distribution shall not expand in any way the permitted uses of this letter.

We assume no responsibility for the effect of any fact or circumstance occurring subsequent to the date of this letter, including, without limitation, legislative or other changes in the law. Further, we assume no responsibility to advise you of any facts or circumstances of which

we become aware after the date hereof, regardless of whether or not they may affect our opinions herein. This opinion is given as of the date hereof, and we assume no obligation to update our opinions herein after the date hereof.

Very truly yours,

EXHIBIT F

CITY OF ROSEVILLE THE RANCH AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES) SPECIAL TAX BONDS SERIES 2023

LETTER OF REPRESENTATIONS OF LENNAR HOMES OF CALIFORNIA, LLC

In connection with the issuance and sale of the above-captioned bonds (the “**Bonds**”), and pursuant to Section 4(d)(14) of the Bond Purchase Agreement (the “**Bond Purchase Agreement**”) to be executed by and between City of Roseville, California (the “**City**”), for and on behalf of the City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the “**District**”), and Stifel, Nicolaus & Company, Incorporated (the “**Underwriter**”), Lennar Homes of California, LLC, a California limited liability company (“**Lennar**”), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof that:

1. Lennar is duly organized and validly existing under the laws of the State of California, is qualified to transact business in the State of California and has all requisite limited liability company right, power and authority to: (i) execute and deliver this Letter of Representations; and (ii) develop the Property (as defined below) as described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, certain property within the District is held in the name of Lennar (herein, the “**Property**”). Except as otherwise described in the Preliminary Official Statement, Lennar is the party responsible for the development of the Property.

3. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned,¹ Lennar and its Affiliates² have not violated any applicable law or administrative

¹ As used in this Certificate, the phrase “**Actual Knowledge of the Undersigned**” shall mean the actual (as opposed to constructive) knowledge that the undersigned currently has as of the date of this Certificate or has obtained from (i) interviews with such current officers and responsible employees of Lennar as the undersigned has determined are likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth in this Certificate, and/or (ii) a review of such documents as the undersigned determined were reasonably necessary to obtain knowledge of the matters set forth in this Certificate. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of Lennar’s current business and operations. The undersigned has not contacted individuals who are no longer employed by Lennar. Lennar further notes that Lennar Corporation, a Delaware corporation (“Lennar Corporation”) completed a merger with CalAtlantic Group, Inc., a Delaware corporation (“CalAtlantic”) in February, 2018, pursuant to which CalAtlantic merged with and into a subsidiary of Lennar Corporation, with the subsidiary of Lennar Corporation being the surviving entity. Separate and apart from Lennar Corporation’s due diligence efforts for purposes of completing the acquisition of CalAtlantic, for purposes of this Certificate, individuals who were employees and officers of CalAtlantic and its subsidiaries prior to the merger have not been consulted or contacted and documents entered into by CalAtlantic and its subsidiaries or related to their properties and projects have not been reviewed.

² “**Affiliate**” means, with respect to a Person (i) any other Person directly, or indirectly through one or more intermediaries, controlling, controlled by or under common control with such Person, and (ii) for whom information, including financial information or operating data, concerning such Person referenced in clause (i) is material to an evaluation of the District and the Bonds (i.e., information relevant to the Developer’s development plans with respect to its Property and the payment of its Special Tax, or such Person’s assets or funds that would materially affect Lennar’s ability to develop its Property as described in the Preliminary Official Statement or to pay its Special Tax (to the extent the responsibility of Lennar) prior to delinquency). “**Person**” means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof. For purposes hereof, the term “control” (including

regulation of the State of California or the United States of America, or any agency or instrumentality of either, which violation could reasonably be expected to materially and adversely affect Lennar's ability to pay Special Taxes due with respect to the Property.

4. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, (a) Lennar and its Affiliates are not in breach of or in default under any applicable judgment or decree or any loan agreement, option agreement, development agreement, indenture, bond or note (collectively, the “**Material Agreements**”) to which Lennar or its Affiliates are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect Lennar's ability to complete the development of the Property as proposed in the Preliminary Official Statement or to pay the Special Taxes due with respect to the Property (to the extent the responsibility of Lennar) prior to delinquency, and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

5. Except as described in the Preliminary Official Statement, there is no material indebtedness of Lennar or its Affiliates that is secured by an interest in the Property. To the Actual Knowledge of the Undersigned, neither Lennar nor any of its Affiliates is in default on any obligation to repay borrowed money, which default is reasonably likely to materially and adversely affect Lennar's ability to complete the development of the Property as proposed in the Preliminary Official Statement or to pay the Special Taxes due with respect to the Property (to the extent the responsibility of Lennar) prior to delinquency.

6. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, regulatory agency, public board or body is pending against Lennar (with proper service of process or proper notice to Lennar having been accomplished) or, to the Actual Knowledge of the Undersigned, is pending against any current Affiliate of Lennar (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned is overtly threatened in writing against Lennar or any such Affiliate which, if successful, is reasonably likely to materially and adversely affect Lennar's ability to complete the development of the Property as described in the Preliminary Official Statement or to pay the Special Tax on the Property (to the extent the responsibility of Lennar) prior to delinquency.

7. As of the date thereof, to the Actual Knowledge of the Undersigned, the Preliminary Official Statement, solely with respect to information contained therein with respect to Lennar, its Affiliates, ownership of the Property, Lennar's development plan, Lennar's financing plan, Lennar's lenders, if any, and contractual arrangements of Lennar or any Affiliate of Lennar (including, if material to Lennar's development plan or Lennar's financing plan, other loans of such Affiliates) as set forth under the captions “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT” (excluding information under the caption “—Information Regarding the Master Developer”), “DEVELOPMENT WITHIN THE DISTRICT,” “THE IMPROVEMENTS,” “SPECIAL RISK FACTORS—Property Values and Property Development—*Endangered and Threatened Species*” (but only as such information relates to Lennar and its development within the District) (excluding therefrom, in each case, information which is identified as having been provided by a source other than Lennar), is true and correct in all material respects and did not contain any untrue statement of a material fact or omit

the terms “controlling,” “controlled by” or “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

8. Lennar covenants that, while the Bonds or any refunding obligations related thereto are outstanding, Lennar and its Affiliates which it controls will not bring any action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body that in any way seeks to challenge or overturn the formation of the District, to challenge the adoption of the ordinance of the City levying Special Taxes within the District, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the amended notice of special tax lien relating thereto. The foregoing covenant shall not prevent Lennar or any Affiliate in any way from bringing any other action, suit or proceeding including, without limitation, (a) an action or suit contending that the Special Tax has not been levied in accordance with the methodologies contained in the District's Rate and Method of Apportionment of Special Taxes pursuant to which the Special Taxes are levied, (b) an action or suit with respect to the application or use of the Special Taxes levied and collected or (c) an action or suit to enforce the obligations of the City and/or the District under the Formation Documents, the District Documents, or any other agreements among Lennar, the City, and/or the District or to which Lennar is a beneficiary.

9. Except as disclosed in the Preliminary Official Statement or as a matter of public record (including, without limitation, liens for *ad valorem* tax obligations and liens for District), to the Actual Knowledge of the Undersigned, no public debt secured by a tax or assessment on the Property exists or is in the process of being authorized and Lennar has not taken any action to form any assessment districts or community facilities districts that would include any portion of the Property.

10. Lennar has been developing or has been involved in the development of numerous projects over an extended period of time. It is likely that Lennar has been delinquent at one time or another in the payment of ad valorem property taxes, special assessments or special taxes. However, except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, Lennar is not currently in default in, or, in the last five years, has ever defaulted to any material extent in, the payment of special taxes or assessments in connection with the District or any other community facilities districts or assessment districts in California that (a) would have caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) was not cured prior to the institution of any enforcement action with a court of law.

11. Lennar consents to the issuance of the Bonds. Lennar acknowledges that the City intends to use the net proceeds of the Bonds in the manner described in the Preliminary Official Statement.

12. Lennar intends to comply with the provision of the Mello-Roos Community Facilities District Act of 1982, as amended relating to the Notice of Special Tax described in Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof.

13. To the Actual Knowledge of the Undersigned, Lennar is able to pay its bills as they become due and no legal proceedings are pending against Lennar (with proper service of process to Lennar having been accomplished) or, to the Actual Knowledge of the Undersigned, threatened in writing in which Lennar may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize

or readjust its debts, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

14. Based upon its current development plans, including, without limitation, its current budget, and subject to economic conditions and risks generally inherent in the development of real property, many of which are beyond the control of Lennar, and except as disclosed in the Preliminary Official Statement including in the sections entitled “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT” and “DEVELOPMENT WITHIN THE DISTRICT,” Lennar currently expects that it will have sufficient funds and/or sources of funds to complete the development of the Property as described in the Preliminary Official Statement and to pay Special Taxes levied against the Property (to the extent the responsibility of Lennar) prior to delinquency and does not anticipate that the City or the District will be required to resort to a draw on the Reserve Fund for payment of principal of or interest on the Bonds due to Lennar’s nonpayment of Special Taxes. Lennar reserves the right to change its development plan and financing plan for the Property at any time without notice.

15. Solely as to the limited information described in Paragraph 7 above concerning Lennar its Affiliates, ownership of the Property, Lennar’s development plan, Lennar’s financing plan, Lennar’s lenders, if any, and contractual arrangements of Lennar or any Affiliates (including, if material to Lennar’s development plan or Lennar’s financing plan, other loans of such Affiliates) as set forth in the Preliminary Official Statement (excluding therefrom information which is identified as having been provided by a source other than Lennar), Lennar agrees to indemnify and hold harmless, to the extent permitted by law, the City, the District, and their officials and employees, and each Person, if any (each, an “**Indemnified Party**” and together, the “**Indemnified Parties**”), who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or of Section 20 of the Securities Exchange Act of 1934, as amended, against any and all losses, claims, damages or liabilities, joint or several, to which such indemnified party may become subject under any statute or at law or in equity or otherwise and shall reimburse any such indemnified party for any reasonable legal or other expense reasonably incurred by it in connection with investigating any such claim against it and defending any such action, only to the extent that such losses, claims, damages, liabilities or actions arise from any untrue statement by Lennar of a material fact contained in the above referenced information in the Preliminary Official Statement, as of its date, or the omission by Lennar to state in the Preliminary Official Statement, as of its date, a material fact necessary to make the statements made by Lennar contained therein, in light of the circumstances under which they were made not misleading. This indemnity provision shall not be construed as a limitation on any other liability which Lennar may otherwise have to any indemnified party, provided that in no event shall Lennar be obligated for double indemnification, or for the negligence or willful misconduct of an indemnified party.

If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any Indemnified Party in respect of which indemnification may be sought pursuant to the above paragraph, such Indemnified Party shall promptly notify Lennar in writing; provided that the failure to notify Lennar shall not relieve it from any liability that it may have hereunder except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify Lennar shall not relieve it from any liability that it may have to an Indemnified Party otherwise than under the above paragraph. If any such proceeding shall be brought or asserted against an Indemnified Party and it shall have notified Lennar thereof, Lennar shall retain counsel reasonably satisfactory to the Indemnified Party (who shall not, without the consent of the Indemnified Party, be counsel to Lennar) to represent the Indemnified Party in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding, as incurred. In any such proceeding, any Indemnified Party shall

have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) Lennar and the Indemnified Party shall have mutually agreed to the contrary; (ii) Lennar has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Party; (iii) the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to Lennar; or (iv) the named parties in any such proceeding (including any impleaded parties) include both Lennar and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. It is understood and agreed that Lennar shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Parties, and that all such fees and expenses, to the extent reasonable, shall be paid or reimbursed as they are incurred. Any such separate firm shall be designated in writing by such Indemnified Parties. Lennar shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, Lennar agrees to indemnify each Indemnified Party from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an Indemnified Party shall have requested that Lennar reimburse the Indemnified Party for fees and expenses of counsel as contemplated by this paragraph, Lennar shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 60 days after receipt by Lennar of such request and (ii) Lennar shall not have reimbursed the Indemnified Party in accordance with such request prior to the date of such settlement (provided that the foregoing shall not be applicable to any failure to reimburse if Lennar is disputing such payment in good faith and shall have paid any amounts not in dispute). Lennar shall not, without the written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Party is or could have been a party and indemnification could have been sought hereunder by such Indemnified Party, unless such settlement (x) includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

16. If, between the date hereof and the Closing Date any event relating to or affecting Lennar, its Affiliates, ownership of the Property, Lennar's development plan, Lennar's financing plan, Lennar's lenders, if any, and contractual arrangements of Lennar or any Affiliate of Lennar (including, if material to Lennar's development plan or Lennar's financing plan, other loans of such Affiliates) shall occur of which the undersigned has Actual Knowledge and which the undersigned believes would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 8 hereof, to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the undersigned shall notify the City and the Underwriter and if in the opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, Lennar shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance reasonably satisfactory to counsel to the City and to the Underwriter.

17. For the period through 25 days after the "end of the underwriting period" as defined in the Bond Purchase Agreement, if any event relating to or affecting Lennar, its Affiliates, ownership of the Property, Lennar's development plan, Lennar's financing plan, Lennar's lenders, if any, and contractual arrangements of Lennar or any Affiliates of Lennar (including, if material to Lennar's development plan or Lennar's financing plan, other loans of such Affiliates) shall occur as a result of

which it is necessary, in the opinion of the Underwriter or counsel to the City, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, Lennar shall reasonably cooperate with the City and the Underwriter in the preparation of an amendment or supplement to the Official Statement in form and substance reasonably satisfactory to the Underwriter and Disclosure Counsel which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

18. On behalf of Lennar, I have reviewed the contents of this Certificate and have met with counsel to Lennar for the purpose of discussing the meaning of its contents.

Unless otherwise indicated, capitalized terms used herein and not defined have the meaning given to them in the Bond Purchase Agreement. The undersigned has executed this Certificate solely in his or her capacity as an authorized officer or representative of Lennar and he or she will have no personal liability arising from or relating to this Certificate.

Dated: _____, 2023

LENNAR HOMES OF CALIFORNIA, LLC, a
California limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT G

FORM OF DEVELOPER'S COUNSEL OPINION

[Closing Date]

City of Roseville
311 Vernon Street,
Roseville, California 95678

Stifel, Nicolaus & Company, Incorporated
One Montgomery Street, 35th Floor
San Francisco, California 94104

Re: \$_____ **City of Roseville**
 The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities)
 Special Tax Bonds Series 2023

Ladies and Gentlemen:

We have acted as counsel to Lennar Homes of California, LLC, a California limited liability company (the "Developer") in connection with the issuance and sale by the City of Roseville, on behalf of the City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "District") of \$_____ City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2023 (the "Bonds"). This opinion is rendered pursuant to the Bond Purchase Agreement dated _____, 2023 (the "Bond Purchase Agreement"), entered into in connection therewith. Capitalized terms used herein without definition shall have the meanings set forth in the Bond Purchase Agreement.

In rendering the opinions set forth herein, we have reviewed and examined such documents as we have determined to be appropriate, including the following documents:

1. The Bond Purchase Agreement;
2. The Preliminary Official Statement;
3. The final Official Statement; and
4. The Letter of Representations of Lennar Homes of California, LLC dated _____, 2023, and the Closing Certificate of Lennar Homes of California, LLC, dated _____, 2023, both as required pursuant to Section 4(d)(14) of the Bond Purchase Agreement (collectively, the "Developer Certificate").

For purposes of this opinion, the term "Litigation Search" shall mean a litigation search of Developer, performed in the Superior Court of the State of California, County of Placer; the

California Court of Appeal, Third Appellate District; the United States District Court, Eastern District of California; the United States Bankruptcy Court, Eastern District of California; and the United States Ninth Circuit Court of Appeal, conducted by Corporation Service Company (Order Date _____, 2023; Order Number _____) (the “Litigation Search”), but without warranty as to the completeness and accuracy thereof due to the potential for errors or inaccuracies in the data and files made available from the applicable courts.

With respect to factual matters underlying our opinions herein, we have made no independent investigation or inquiry and have relied solely upon the Developer’s Certificate and the Litigation Search. We advise you that the phrase “to our knowledge,” as used herein, means that no facts have come to our attention, based upon an inquiry of attorneys in this firm who devote substantive legal attention to Developer, or as a result of our examination of the Developer’s Certificate and the Litigation Search, that indicate to us anything contrary to the statement to which the phrase relates. Except as expressly set forth above, the phrase does not mean that we have conducted any investigation or inquiry or performed any other examination or review. We have no reason to believe that any factual matters or assumptions relied upon by us are not true, correct and complete.

Our opinions herein are limited to the internal laws of the State of California and the federal laws of the United States of America. We express no opinion whatsoever with respect to the laws of any other jurisdiction and assume no responsibility for the applicability of such laws.

In rendering our opinions herein, we have assumed the following, with your approval:

- (i) The genuineness and authenticity of all signatures on original documents submitted to us (other than any signatures on behalf of Developer); the authenticity and completeness of all documents submitted to us as originals; the conformity to originals of all documents submitted to us as copies; where any signature, other than any signature on behalf of Developer purports to have been made in a corporate, governmental, fiduciary or other capacity, the person who affixed such signature had the full power and authority to do so;
- (ii) The due authorization, execution and delivery of the applicable agreements by the parties thereto, other than the Developer, and the legality, validity, binding effect and enforceability against such parties of their respective obligations under such agreements;
- (iii) The truth, accuracy and completeness of all factual representations and warranties of all parties under the documents described in paragraphs 1 through 4, above;
- (iv) The constitutionality or validity of a relevant statute, rule, regulation or agency action is not in issue unless a reported decision in the State of California has specifically addressed but not resolved, or has established, its unconstitutionality or invalidity; and
- (v) All official public records relied upon by us are accurate and complete.

Based upon the foregoing and in reliance thereon, and based on our examination of such questions of law as we have deemed appropriate under the circumstances, and subject to any further assumptions, comments, exceptions, qualifications and limitations set forth below, as of the date hereof, it is our opinion that:

1. To our knowledge, Developer is not in violation of any provision of or in default under, its organizational documents or any agreement or other instrument, violation or default under which would materially and adversely affect the business, properties, assets, liabilities or conditions (financial or other) of the Developer with respect to Developer's ability to develop real property owned by Developer within the District.

2. To our knowledge, except as set forth in the Official Statement, there is no litigation pending against Developer (with service of process to Developer having been duly given and completed) or overtly threatened against Developer which would materially and adversely affect the Developer's ability to complete the development of its property as proposed in the Official Statement or to pay the Special Taxes.

3. Without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement or the Official Statement under the captions "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT" (excluding information under the caption "—Information Regarding the Master Developer"), "DEVELOPMENT WITHIN THE DISTRICT," "THE IMPROVEMENTS," and "SPECIAL RISK FACTORS—Property Values and Property Development—*Endangered and Threatened Species*" (except that no opinion or belief need to be expressed as to any information relating to The Depository Trust Company, or any information relating to CUSIP numbers, or with respect to any financial, statistical or engineering information, data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, assessed valuations or appraised values, or to any information which is attributable to a source other than the Developer, contained in the Preliminary Official Statement or the Official Statement), no facts came to our attention during the course of our representation of the Developer that would lead us to believe that the information under said captions of the Preliminary Official Statement, as of its date, or the Official Statement, as of its date and as of the date hereof, relating to the Developer and the Developer's organizations, activities, properties and financial condition, and its proposed development of the Property, contained or contains any untrue statement of a material fact or omitted or omits any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

In addition, all of our opinions expressed hereinabove are specifically subject to and limited by the following:

a) We express no opinion as to matters governed by any laws other than the substantive laws of California which are in effect as of the date hereof, and we assume no obligation to modify or supplement this opinion with respect to changes in such laws after the date hereof.

b) As counsel to the Developer in this matter, we have not rendered financial advice to the Developer and do not represent, by this opinion or otherwise, that we have reviewed or made any assessment about, nor do we offer any opinion about, the financial condition of the Developer, past, present or future; nor have we reviewed the financial feasibility of this transaction or those matters which the proceeds of the Bonds will fund or any of its components and, accordingly, we offer no opinion whatsoever regarding such financial feasibility.

c) The effect of laws or court decisions relating to bankruptcy, insolvency, fraudulent conveyance, equitable subordination, reorganization, arrangement, moratorium or other laws or court decisions relating to or affecting creditors' rights generally.

d) Limitations imposed by California or federal law or equitable principles upon the availability of the remedy of specific performance of any of the remedies, covenants or other provisions of any document or agreement and upon the availability of injunctive relief or other equitable remedies.

In addition, we express no opinion as to the title of the property within the District or any entitlements, permits, approvals or other assets relating to the Developer's development of its property as proposed in the Official Statement.

We express no opinion as to any matter other than as expressly set forth above, and, in conjunction therewith, specifically express no opinion concerning the application of or compliance with any federal securities law, including, but not limited to, the Securities Act of 1933, as amended, and the Trust Indenture Act of 1939, as amended, any state securities or "Blue Sky" law, or any federal, state or local tax law, as respecting the Bonds.

This letter is intended solely for your use in relation to the Bond Purchase Agreement and may not be reproduced or filed publicly or relied upon for any other purpose by you or for any purpose whatsoever by any other party without the express written consent of the undersigned except that this opinion may be copied and distributed as part of a closing book of the bond transaction documents, provided that such distribution shall not expand in any way the permitted uses of this letter.

We assume no responsibility for the effect of any fact or circumstance occurring subsequent to the date of this letter, including, without limitation, legislative or other changes in the law. Further, we assume no responsibility to advise you of any facts or circumstances of which we become aware after the date hereof, regardless of whether or not they may affect our opinions herein. This opinion is given as of the date hereof, and we assume no obligation to update our opinions herein after the date hereof.

Very truly yours,

**CITY OF ROSEVILLE
THE RANCH AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2023**

CERTIFICATE OF AG EHC II (LEN) CA 2, L.P.

In connection with the issuance and sale of the above-captioned bonds (the “**Bonds**”), and pursuant to Section 4(d)(16) of the Bond Purchase Agreement (the “**Bond Purchase Agreement**”) to be executed by and between City of Roseville, California (the “**City**”), for and on behalf of the City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the “**District**”), and Stifel, Nicolaus & Company, Incorporated (the “**Underwriter**”), AG EHC II (LEN) CA 2, L.P., a Delaware limited partnership, a Delaware limited partnership (the “**Landowner**”), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof that:

1. The Landowner is a limited partnership validly existing and in good standing as a limited partnership under the laws of the State of Delaware and is duly registered to transact business in the State of California as a foreign limited partnership and is in good standing in the State of California and has all requisite right, power and authority: (i) to execute and deliver this Letter of Representations; and (ii) to undertake all of the transactions on its part described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, certain property within the District is held in the name of the Landowner (herein the “**Property**”). The undersigned, on behalf of the Landowner, makes the representations herein with respect to all such Property owned by Landowner.

3. As of the date thereof, the Preliminary Official Statement, solely with respect to information contained therein with respect to the Landowner and ownership of the Property by Landowner as set forth under the caption [“OWNERSHIP OF PROPERTY WITHIN THE DISTRICT—_____”] is true and correct in all material respects and did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

4. The Landowner covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Landowner will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body, that in any way seeks to challenge or overturn the formation of the District, to challenge the adoption of Ordinance No. 6055 of the City levying Special Taxes within the District, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the amended notice of special tax lien relating thereto. The foregoing covenant shall not prevent the Landowner in any way from bringing any other action, suit or proceeding including, without limitation, (a) an action or suit contending that the Special Taxes have not been levied in accordance with the methodologies contained in the District’s Rate and Method of Apportionment of Special Taxes pursuant to which the Special Taxes are levied, or (b) an action or suit with respect to the application or use of the Special Taxes levied and collected.

5. Except as disclosed in the Preliminary Official Statement, the Landowner is not aware that any other public debt secured by a tax or assessment on the Property exists or is in the process of being authorized or any assessment districts or community facilities districts have been or are in the process of being formed that include any portion of the Property.

6. To the undersigned's actual knowledge, the Landowner has not been delinquent to any material extent in the payment of any *ad valorem* property tax, special assessment or special tax on property owned by the Landowner within the boundaries of a community facilities district or an assessment district within California that (a) would have caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being commenced against the Landowner.

The undersigned has executed this Certificate solely in his or her capacity as the manager of the authorized agent of the Landowner and he or she will have no personal liability arising from or relating to this Certificate.

AG EHC II (LEN) CA 2, L.P., a Delaware limited partnership

By: _____
Its: _____



COUNCIL COMMUNICATION

CC #: 2787

File #: 0201 & 0103-03-02 & 0103-29-02

Title: City of Roseville FY2023-24 Citywide Budget, Position Allocation Schedule, Roseville Housing Authority Budget, and Roseville Finance Authority Budget

Contact: Scott Pettingell 916-746-1306 spettingell@roseville.ca.us

Meeting Date: 6/21/2023

Item #: 10.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt:

- 1) An ordinance approving the proposed City of Roseville FY2023-24 citywide budget, and approving new vehicle requests and the citywide position allocation schedule, as incorporated into the FY2023-24 budget document, effective July 1, 2023; and
- 2) A resolution approving the Roseville Housing Authority budget for FY2023-24; and
- 3) A resolution approving the Roseville Finance Authority budget for FY2023-24.

BACKGROUND

CITYWIDE BUDGET

Fiscal Summary: The FY2023-24 proposed expenditure budget totals approximately \$784 million from all funding sources.

Positions: The proposed budget includes a net increase of 30 positions that align with the City Council's strategic plan and address critical service level requirements. These recommended positions will increase the total citywide position count from 1,328 to 1,358. The citywide position allocation schedule is incorporated into the FY2023-24 budget document.

City Council Strategic Plan Goals: The following City Council strategic plan goals guided the budget process. The FY2023-24 budget document highlights the budget augmentations, accomplishments, City services, and performance measures aligned with these goals:

- Maintain a safe and healthy community
- Remain fiscally responsible in a changing world
- Enhance economic vitality
- Invest in well-planned infrastructure and growth
- Support community engagement and advocacy

- Deliver exceptional city services

Process: The proposed budget results from an extensive process that includes a City Council strategic planning workshop, budget development updates, a utilities budget update, a Capital Improvement Program budget overview, financial policies update, and a budget hearing.

Awareness and Outreach: The budget process included a public outreach effort that involved publishing budget information on the City website, including the Budget in Brief, e-newsletters, and social media. It also included outreach to the Roseville Coalition of Neighborhood Associations, Sun City Roseville, Roseville Chamber of Commerce, and City employees. The proposed budget and an overview Budget in Brief can be viewed at Roseville.ca.us/budget.

Budget Ordinance: The recommended budget ordinance includes the following modifications:

Section 3.20 - The City Manager is authorized to increase or decrease Capital Improvement Projects and Non-Capital Multiyear Projects revenues and expenditure budgets by up to \$75,000 for each project.

Section 3.21 - The City Manager is authorized to adjust the Development Services revenue budget for the General Plan Update Fee to reflect actual revenues received and adjust the expenditure budget by a like amount in the General Plan Update CIP. This authority will also apply to the FY2022-23 budget.

General Fund

Fiscal Summary: The budget for the General Fund is \$229.3 million, which includes operating (\$213.6 million) and non-operating expenditures (\$15.7 million). Per Council's financial policies, the General Fund budget matches budgeted expenses with projected revenues, with resources available to increase reserves up to Council-adopted targets, and address underfunded pension liabilities including transferring funds to the Pension Reserve Trust Fund and making an additional discretionary payment to CalPERS.

Measure B: The proposed budget includes \$29.8 million in Measure B local sales tax revenues. These revenues allow the City to maintain current service levels, restore services, and strategically invest in high-priority areas while still achieving a balanced budget.

General Fund Stabilization Reserve: The FY2023-24 budget includes a transfer of approximately \$2.1 million from the General Fund to the Stabilization Reserve to bring the total reserve balance to \$30.2 million or 15 percent of the General Fund operations budget before one-time transfers and the CalPERS additional discretionary payment. The General Fund Stabilization Reserve Fund may be used strategically to allow time for the City to restructure its operation deliberately 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.

General Fund Emergency Reserve: The FY2023-24 budget includes a transfer of approximately \$1.3 million from the General Fund into the Emergency Reserve to bring the total reserve balance to \$20.1 million or 10 percent of the General Fund operations budget before one-time transfers and the CalPERS additional discretionary payment. The purpose of this reserve is to have the ability to fund significant short-term issues such as expenditures during declared emergencies should the need arise.

ROSEVILLE HOUSING AUTHORITY BUDGET

The Roseville Housing Authority (RHA) was formed in October 1974 and administers the Housing Choice Voucher (HCV) Program and provides rental assistance for low-income residents to access quality, affordable, and safe housing. RHA ensures housing stability and economic self-sufficiency for up to 823 families, seniors, disabled persons, and veterans annually. Rental assistance for income-qualified participants is paid directly to property owners participating in the HCV Program. The Housing Authority receives funding from the Federal Department of Housing and Urban Development (HUD). Roseville's HCV program infuses over \$7.2 million in federal funds into the local economy each year, including administration revenue that covers most of the staff costs to administer the program.

Budget Analysis: RHA is a separate legal entity from the City, and therefore its budget is approved by its Board of Directors, who the City Council represents. Financial activities are audited annually as part of the citywide audit, and its financial statements are included in the City of Roseville's annual comprehensive financial report. The detail for the FY2023-24 revenues and expenditures are presented in the Budget Item Detail (Attachment A) and are further discussed below. RHA has budgeted \$8,099,622 for housing assistance payments (HAP) revenue for all vouchers. When a participating household finds rental housing that meets program requirements, written agreements are signed between the owner, tenant, and RHA, outlining their respective rights and responsibilities. Program participants pay approximately 30 percent of their income on rent and utilities, and RHA pays the balance of the contract rent directly to the property owner each month. An additional \$5,000 in fraud recovery for HAP payments is also included in the revenue estimate.

Rental Assistance Programs & Family Self-Sufficiency Funding/Revenue – Administration

RHA administers regular Housing Choice Vouchers, Non-Elderly Disabled (NED), Veterans Affairs Supportive Housing (VASH), Mainstream, Emergency Housing (EHV), and Project-Based Vouchers. Each year, the Housing Authority also participates in HUD's Family Self-Sufficiency (FSS) Program, encouraging families assisted through the HCV Program to increase their earned income and reduce their dependency on state and federal assistance and rental subsidies. In this program, each time a participant's income increases, a portion of their housing assistance payment is diverted to an interest-bearing account. During their participation in the FSS program, participants set goals to decrease their dependency on welfare subsidies. Once participants complete the required objectives of their program plan, they have access to the escrow account. They may use the funds for various needs, such as a down payment on a house, a car, education loans, or other items that further their self-sufficiency goals. HUD awards FSS grants to Housing Authorities who compete for the funding. The FSS funding for FY2023-24 of \$79,200 offsets a portion of the salaries and benefits of the program coordinator and other staff who help administer the program.

Administrative and Other Miscellaneous Revenues

RHA earns administrative revenues based on the number of vouchers that have been leased up. The estimated payments total \$937,286. RHA also administers a portion of the HCV Program for tenants who live in the City of Rocklin and charges the City of Rocklin a minimum administrative fee to recoup costs for this service. The administrative fee budgeted for FY2023-24 is \$27,500 and is based on an existing agreement with Rocklin. Interest, Portability Billing, and Fraud Recovery are estimated to be \$5,000, for a total of \$969,786.

Personnel and Other Administrative Costs

The following table illustrates the estimated revenues and expenditures needed to manage the HCV program in FY2023-24 successfully. Materials, services, supplies, and indirect costs total \$328,564, and salaries, wages, and benefits are \$737,161 for a total of \$1,065,725.

HAP Admin funds earned from projected lease-ups:	\$937,286
FSS Administrative funds:	79,200
Other Revenues (Rocklin, Repayments, and Interest):	144,060
Total Available Revenues & Resources:	1,160,546
Materials, Services, Supplies & Indirects:	232,766
Reimbursed Indirect Costs - Charged:	95,798
Salaries, Wages & Benefits:	737,161
Total Administrative Costs:	\$1,065,725

ROSEVILLE FINANCE AUTHORITY BUDGET

Debt service payments of \$2,384,992 reflect scheduled payments on the Certificates of Participation (COPs) for the Corporation Yard, golf courses, and 316 Vernon Street. The Authority has issued other bonds and COPs, but that debt service is reflected in the City's budget within each respective fund. For CFD bond issues, the Authority acts as a conduit to collect payments through the County property tax levy process to repay the outstanding debt of these special districts.

Transfers out of the RFA capital projects fund of \$690,980 represent savings from community facilities districts (CFDs) bond refundings transferred to various CFDs and to the Citywide Parks Fund for the repayment of a loan from the Fleet Replacement Fund, which partially funded the construction of Harry Crabb Park.

The Roseville Finance Authority budget for FY2023-24 is available in attached C.

FISCAL IMPACT

The City of Roseville FY2023-24 citywide budget document provides a financial summary for each fund, department, capital improvement project, and non-capital multi-year project. Attachments A and B provide financial summaries of the FY2023-24 Roseville Housing Authority budget. Attachment C provides a financial summary of the FY2023-24 Roseville Finance Authority 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 §20165 and CEQA State Guidelines §15060(c)(3) and §15378. The Fiscal Year 2023-24 Citywide Budget, Position Allocation Schedule, Housing Authority Budget, and Roseville Finance Authority Budget meet the above criteria and are not subject to CEQA. No additional environmental review is required.

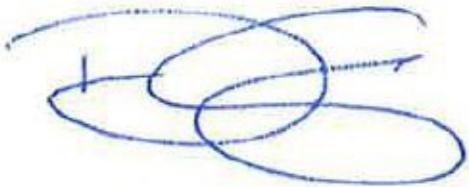
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Adoption of the City's FY2023-24 Budget provides policy direction and legal appropriation authority to continue efforts to accomplish City Council's strategic plan goals.

Respectfully Submitted,

Scott Pettingell, Assistant Finance Director

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6684

Resolution 2-23

Attachment A - FY24 Roseville Housing Authority Budget Item Detail

Attachment B - FY24 Roseville Housing Authority Fund Summary

Resolution 1-23

Attachment C - FY24 Roseville Finance Authority Budget

ORDINANCE NO. 6684

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2023-2024,
ADOPTING BUDGET CONTROL POLICIES, ADOPTING AN APPROPRIATIONS LIMIT,
ADOPTING THE BUDGET FOR THE SUCCESSOR AGENCY OF THE ROSEVILLE
REDEVELOPMENT AGENCY, TO BE EFFECTIVE IMMEDIATELY
AS AN URGENCY MEASURE THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The proposed budget for the City of Roseville entitled "Proposed Budget Fiscal Year 2023-2024, City of Roseville, California," a copy of which is on file in the office of the City Clerk, is hereby adopted as the "Annual Budget Fiscal Year 2023-2024, City of Roseville, California."

SECTION 2. The proposed expenses, expenditures, transfers out, revenues, and transfers in shown in the fund, department operating budget and project summaries of the budget document, which are incorporated herein, are hereby appropriated to the departments and activities in the amounts and purposes therein stated. Encumbrances, expenses and expenditures of the various appropriations described in the budget document shall be made by those departments and employees designated therein as the requisitioning authorities.

SECTION 3. The following budget control policies shall become effective upon the adoption of this ordinance:

1. The operating budget of the City of Roseville and the Successor Agency of the Roseville Redevelopment Agency shall be approved by the following major expenditure/expense summary categories:

- a. Salaries and Wages
- b. Benefits
- c. Materials, Supplies, and Services
- d. Internal Reimbursements
- e. Capital Outlay
- f. Debt Service
- g. Transfers Out

2. The City Manager or designee shall apply prudent monitoring procedures to assure that actual expenditures/expenses of the City and the Successor Agency of the Roseville Redevelopment Agency do not exceed the appropriations at the department level by fund.

3. The City Council delegates authority to the City Manager or designee to approve the movement of City Council approved appropriations within the same fund, excluding Capital Improvement and Non-Capital Multiyear Projects.

4. The City Manager and Assistant City Manager/Chief Financial Officer are directed to ensure that the budget complies with City Council approved financial policies.

5. The City Manager or designee is authorized to increase the Fiscal Year 2023-24 budget appropriations for the remaining unspent appropriations from the prior fiscal year for City Council approved fleet replacement.

6. Capital Improvement Plan. The Capital Budget of the City of Roseville and the Successor Agency of the Roseville Redevelopment Agency shall be approved by Capital Improvement Project. Capital project appropriations shall be used solely for the original purpose approved by the City Council.

7. Non-Capital Multiyear Projects. The non-capital multiyear project budget for the City of Roseville and the Successor Agency of the Roseville Redevelopment Agency shall be approved by Non-Capital Multiyear Project. Non-Capital project appropriations shall be used solely for the original purpose approved by the City Council.

8. City Council approval is required to establish or cancel (without completion) new Capital Improvement Projects or Non-Capital Multi-Year Projects.

9. The City Manager or designee is authorized to carryover any unspent appropriations in Capital and Non-Capital Multi-Year Improvements Projects.

10. Annually, completed or inactive Capital Improvement Projects and Non-Capital Multi-Year Improvement Projects will be closed, except for projects that have existing litigation, payment disputes or other extenuating circumstances. An inactive project is defined as one where transaction activity is less than \$1,000 over the prior three years. Closures are the responsibility of the designated project manager. The managing department and the City Manager or designee have the authority to take the necessary steps to close completed or inactive projects, including appropriate decreases to the budget.

11. All encumbrances for valid purchase orders and contracts in effect as of June 30, 2022, will remain in effect in the following fiscal year. The City Manager or designee is authorized to increase the Fiscal Year 2023-24 budget appropriations, and any associated revenue or reimbursement budgets, in the amount of the outstanding encumbrances for valid purchase orders and contracts as of June 30, 2023.

12. The City Manager or designee is authorized to eliminate funds as required for proper accounting and fiscal management when the purpose of a fund has expired and its fund balance has been expended.

13. The City Manager is authorized to revise any appropriation made in the Adopted Budget where the revision does not increase total appropriations by fund and is consistent with City Council intent.

14. The City Manager is authorized to increase appropriations in any department or project from the General Fund Administrative Contingency.

15. The City Manager is authorized to increase appropriations in the Environmental Utilities funds from the respective fund's contingency budget.

16. The City Manager is authorized to increase revenue estimates and appropriations for Council-approved bond issuances.

17. The City Manager is authorized to decrease the revenue and expenditure budget for the Development Services reimbursable development projects to match the actual amount of revenues received and expenditures incurred each fiscal year.

18. All increases and decreases to the total adopted budget require City Council approval, except as otherwise authorized in this Ordinance.

19. The City Manager is authorized to refine/add content, as may be needed to meet Government Finance Officers Association (GFOA) and California Society of Municipal Finance Officers (CSMFO) budgeting award requirements, in the Proposed Budget to create the FY2023-24 Approved Budget.

20. The City Manager is authorized to increase or decrease Capital Improvement Projects and Non-Capital Multiyear Projects revenues and expenditure budgets by up to \$75,000 for each project.

21. The City Manager is authorized to adjust the Development Services revenue budget for the General Plan Update Fee to reflect actual revenues received and adjust the expenditure budget by a like amount in the General Plan Update CIP. This authority will also apply to the FY2022-23 budget.

SECTION 4. Pursuant to Article XIII B of the California Constitution, the appropriations limit for the City of Roseville is hereby established in the FY2023-24 Approved Budget. The State Department of Finance provides the City the annual adjustment factors used in the appropriation limit calculation. The factors are the changes in the California Per Capita Personal Income and population levels for the City or the County.

SECTION 5. It is hereby ordered that a copy of this ordinance and the budget document be certified by the City Clerk and filed in the office of the City Clerk. The City Clerk is directed to post a copy of this ordinance in three (3) conspicuous locations in the City and enter the posting thereof in the Ordinance Book.

SECTION 6. This ordinance is required for the orderly operation and maintenance of municipal activities and the appropriations for usual and current expenses of the City and the Successor Agency of the Roseville Redevelopment Agency during the 2023-2024 fiscal year. Therefore, this ordinance shall take effect immediately upon passage hereof as an urgency ordinance, pursuant to Section 5.03 of the Charter 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

HOUSING AUTHORITY OF THE CITY OF ROSEVILLE

RESOLUTION NO. 2-23

APPROVING THE ANNUAL BUDGET FOR
FISCAL YEAR 2023-24

WHEREAS, the Housing Authority of the City of Roseville has reviewed the proposed Housing Authority Budget, Fiscal Year 2023-24, attached hereto as Attachment “A”.

NOW, THEREFORE, the Housing Authority of the City of Roseville does hereby resolve that the Housing Authority of the City of Roseville Budget, Fiscal Year 2023-24, is hereby approved.

PASSED AND ADOPTED by the Housing Authority of the City of Roseville this _____ day of _____, 20____, by the following vote on roll call:

AYES AUTHORITY MEMBERS:

NOES AUTHORITY MEMBERS:

ABSENT AUTHORITY MEMBERS:

CHAIRMAN

Secretary

EXHIBIT “A”

ROSEVILLE HOUSING AUTHORITY
Department Requested Budget Item Detail

Report Date: 05/09/2023

FY2023-24
Working Budget

Revenue and Transfers-In

2801 - Housing Authority Housing Choice Voucher

4401 - Federal Grants	958,786
4435 - Other Grants	201,700
4451 - Interest Revenue	60
Total Revenue and Transfers-In:	1,160,546

Expenses/Expenditures and Transfers Out

2801 - Housing Authority Housing Choice Voucher

5201 - Fuel	500
5301 - Professional Services	161,050
5351 - Office Supplies	5,000
5385 - Subscriptions	2,500
5387 - Advertising	1,600
5389 - Printing	1,500
5391 - Postage	5,000
5393 - Software	25,700
5395 - Equipment - Under 5000	1,000
5399 - Equipment - Technology Under 5000	2,900
5461 - Training And Development	13,000
5471 - Membership	2,200
5510 - Automotive - vehicle usage	2,000
5512 - Automotive - replacement	2,616
5524 - Facility - demand services	1,200
5570 - Grants	5,000
5901- Reimbursed Indirect Cost - Charged	95,798
5911 - Reimbursed Cost - Charged (Salaries, Wages, and Benefits)	737,161
Total Expenses/Expenditures and Transfers Out:	1,065,725

Net Revenue over Expenses/Expenditures:	94,821
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Housing Assistant Payments

4401 - Federal Grants	8,104,622
4451 - Interest Revenue	60
Total Revenue	8,104,682

5578 - Grants - Housing Assistance Payments	8,099,622
Total Expenses/Expenditures	8,099,622

HOUSING AUTHORITY 2801

Annual Budget Fund Summary

	Actual FY2021-22	Estimate FY2022-23	Budget FY2023-24
FUND BALANCE RESERVED (HAP)	\$ (23,611)	\$ 194,292	\$ 5,351
UNRESERVED, DESIGNATED FUND BALANCE (ADMIN)	\$ 526,503	\$ 426,277	\$ 554,769.82
ACTUAL & ESTIMATED REVENUES - HAP			
Operating Grants - HUD	7,273,404	7,670,640	8,099,622
Fraud Recovery - HUD	4,354	7,829	5,000
Interest on Investments - HAP	26	221	60
Total HAP Revenues	7,277,784	7,678,689	8,104,682
ACTUAL & ESTIMATED REVENUES - ADMIN			
Administrative Fees - HUD	971,476	813,949	937,286
Other Revenue	2,773	98,502	111,500
FSS Coordinator Grant - HUD	47,063	72,000	79,200
Admin Fee - City of Rocklin	27,500	27,500	27,500
Fraud Recovery - Admin	4,354	5,629	5,000
Interest on Investments - Admin	26	221	60
Total Admin Revenues	1,053,191	1,017,801	1,160,546
Total Estimated Available for Appropriation	\$ 8,833,867	\$ 9,317,058	\$ 9,825,349
LESS ACTUAL & ESTIMATED HAP EXPENDITURES			
HAP - Payments to Landlords	7,059,880	7,867,630	8,099,622
Total HAP Expenditures	7,059,880	7,867,630	8,099,622
LESS ACTUAL & ESTIMATED ADMIN EXPENDITURES			
Salaries & Benefits - Admin	723,026	432,808	665,161
Salaries & Benefits - FSS Coordinator	77,545	72,000	72,000
Other Operating Expenses	245,911	288,806	232,766
Indirect Costs	106,936	95,693	95,798
Total Admin Expenditures	1,153,418	889,307	1,065,725
FUND BALANCE RESERVED (HAP-RNP)	194,292	5,351	10,411
UNRESERVED FUND BALANCE (ADMIN - UNP)	426,277	554,770	649,591
TOTAL ENDING FUND BALANCE	\$ 620,569	\$ 560,121	\$ 660,002

ROSEVILLE FINANCE AUTHORITY

RESOLUTION NO. 1-23

ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2023-24

WHEREAS, the Roseville Finance Authority desires to approve the Roseville Finance Authority Budget FY2023-24.

NOW, THEREFORE, the Roseville Finance Authority does hereby resolve that the attached Roseville Finance Authority Budget FY2023-24 is hereby approved.

PASSED AND ADOPTED by the Roseville Finance Authority this __ day of _____, 20__, by the following vote on roll call:

AYES AGENCY MEMBERS:

NOES AGENCY MEMBERS:

ABSENT AGENCY MEMBERS:

CHAIR

ATTEST:

Secretary

Roseville Finance Authority

	Actual FY 2022			Estimate FY 2023			Budget FY 2024		
	Debt Service	Capital Projects	Total	Debt Service	Capital Projects	Total	Debt Service	Capital Projects	Total
NONOPERATING REVENUES									
Levy Credit	-	\$ 1,382,420	\$ 1,382,420	-	\$ 1,363,042	\$ 1,363,042	-	\$ 1,362,533	\$ 1,362,533
Transfer In	\$ 2,378,848	-	2,378,848	\$ 2,377,163	-	2,377,163	\$ 2,372,288	-	2,372,288
Interest Revenue	-	37,004	37,004	-	40,000	40,000	-	40,000	40,000
Total Revenues	2,378,848	1,419,424	3,798,272	2,377,163	1,403,042	3,780,205	2,372,288	1,402,533	3,774,821
LESS OPERATING EXPENSES									
Interest Expense	-	-	-	-	-	-	-	-	-
Bank Fees	-	85	85	-	-	-	-	100	100
Total Operating Expenses	-	85	85	-	-	-	-	100	100
LESS NONOPERATING EXPENSES									
Transfers Out	-	688,820	688,820	-	692,065	692,065	-	690,980	690,980
Capital Outlay	-	116,746	116,746	-	216,750	216,750	-	200,000	200,000
Debt Service	2,378,848	-	2,378,848	2,377,163	-	2,377,163	2,372,288	-	2,372,288
Total Capital and Debt Expenses	2,378,848	805,566	3,184,414	2,377,163	908,815	3,285,979	2,372,288	890,980	3,263,268
INCREASE (DECREASE) FROM OPERATIONS	-	613,773	613,773	-	494,227	494,227	-	511,453	511,453
FUND BALANCE, BEGINNING OF YEAR	30,813	2,733,500	2,764,313	30,813	3,347,273	3,378,086	30,813	3,841,500	3,872,313
INCREASE (DECREASE) FROM OPERATIONS	-	613,773	613,773	-	494,227	494,227	-	511,453	511,453
FUND BALANCE, END OF YEAR	\$ 30,813	\$ 3,347,273	\$ 3,378,086	\$ 30,813	\$ 3,841,500	\$ 3,872,313	\$ 30,813	\$ 4,352,952	\$ 4,383,765



COUNCIL COMMUNICATION

CC #: 2793

File #: 0800-03 & 0201-01

Title: Electric Utility Department Operations Center Project - Budget Adjustment

Contact: Eric Campbell 916-774-5626 ecampbell@roseville.ca.us

Meeting Date: 6/21/2023

Item #: 10.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance to approve a budget adjustment for the Electric Department of \$750,000 to fund and create the Electric Utility's Department Operations Center (DOC) capital project.

BACKGROUND

The Electric Utility's Department Operations Center (DOC) will improve situational awareness, outage management, and disaster preparedness capabilities by supporting a flexible, sustainable, secure, and strategically located command center that will further the City's ability to provide safe and reliable electricity. The DOC potentially may serve in the future as the City's Emergency Operations Center central command and control, responsible for carrying out emergency and disaster management to ensure continuity of operations for the City and enhance the safety of the residents of Roseville. The DOC will be located on the 1st Floor of 116 S. Grant Street and allow leadership to quickly assemble to assess incident priorities, assess resource needs, coordinate with outside agencies, and effectively communicate information to response team members in the field as well as the public. The DOC would be "always active", requiring no setup. This will allow incident management to begin immediately.

FISCAL IMPACT

Approval of the ordinance will result in a budget adjustment that will increase the FY2022-23 budget authority and decrease the Electric Fund balance by \$750,000.

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 F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Eric Campbell, Assistant Electric Utility Director

Dan Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6686

Budget Adjustment

ORDINANCE NO. 6686

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 Electric Utility Department Operations Center 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: Dan Beans, Electric Utility Director FISCAL YEAR: 2022-23
PREPARER NAME & TITLE: Eric Campbell, Assistant Electric Utility Director COUNCIL DATE (if applicable): 6/21/23
DEPARTMENT/DIVISION: Electric/Finance ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6001	6587	84701	500417	750,000	Establishing budget for Electric Utility's Department Operations Center (DOC)
TOTAL				750,000	

REVENUES/TRANSFERS IN

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

NET ADJUSTMENT	750,000
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6001				(750,000)	Reduction of Electric Fund Balance
TOTAL				(750,000)	

Justification for Budget Adjustment:

Staff recommends this budget adjustment to establish the budget for the Electric Utility's Department Operations Center (DOC), which will be located on the 1st Floor of 116 S. Grant Street. The DOC will improve situational awareness, outage management, and disaster preparedness capabilities by supporting a flexible, sustainable, secure, and strategically located command center to further the City's ability to provide safe and reliable electricity. The DOC may eventually serve as the City's Emergency Operations Center (EOC) central command and control, responsible for carrying out emergency and disaster management to ensure continuity of operations for the City and enhance the safety of the residents of Roseville. The DOC/EOC will allow leadership to quickly assemble to assess incident priorities and resource needs, coordinate with outside agencies, and effectively communicate information to response team members in the field and the public. The DOC/EOC will be "always active", requiring no setup and allowing incident management to begin immediately.

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REQUIRED APPROVALS:				Nancy Rothlisberger		Digitally signed by Nancy Rothlisberger Date: 2023.06.02 09:51:28 -07'00'
<u>Daniel Beans</u> Daniel Beans (Jun 2, 2023 09:25 PDT)		DATE		BUDGET MANAGER / DESIGNEE		DATE
Dennis Kauffman		Digitally signed by Dennis Kauffman Date: 2023.06.02 11:46:32 -07'00'		CITY MANAGER / DESIGNEE		DATE
BUDGET DEPARTMENT USE ONLY:						
POSTED BY		DATE				

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 2813

File #: 0102

Title: Request for Council Discretionary Funds - Sober Grad Night

Contact: Melissa Lipp 916-774-5268 mlipp@roseville.ca.us

Meeting Date: 6/21/2023

Item #: 11.1.

RECOMMENDATION TO COUNCIL

The City Council has received the following request for discretionary funding and can at this time discuss and consider the request for approval by motion:

- Granite Bay High School

The balance remaining in the Council's Discretionary Funds for FY22-23 is \$7,821.83

Safe and Sober Grad Night Activities

One 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.

The written request has been included with this report for your review. In addition, a representative from the high school has 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

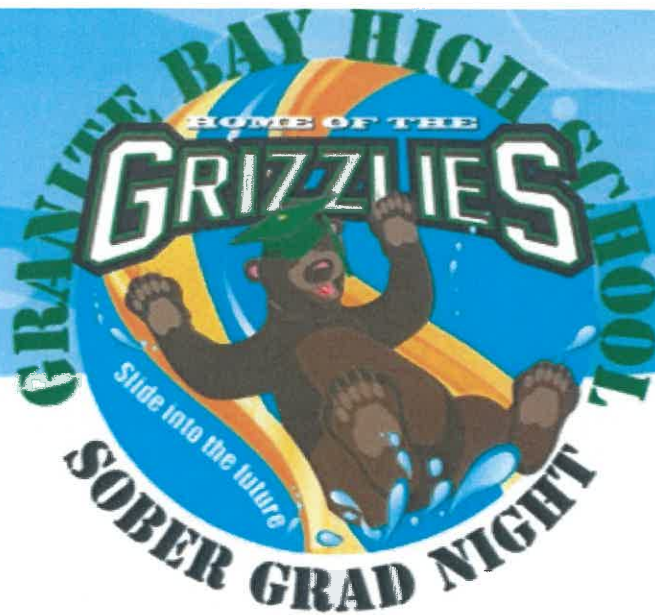


Dominick Casey, City Manager

ATTACHMENTS:

Description

Sober Grad Night Request-Granite Bay High School



June 08, 2023

Dear Roseville City Council Members,

For the past 23 years, Granite Bay High School has hosted our Sober Grad Night at Roseville Golf and Sunsplash. This year, we hosted 325 of the 470 students from the class of 2023 on Saturday, June 03. We would like to request funds from the City of Roseville to offset some of the costs of scholarships. This year, we provided scholarship tickets to 16 students who would not have been able to attend this important final event with their classmates otherwise.

We solicit and receive in-kind donations from local businesses within our community to feed students as well as offer prizes and activities throughout the night. 150 students walked away with a prize.

I have had the pleasure of working on this event for the past 10 years. Years ago, we had an abundance of donations to offset the costs plus 200 volunteers to work. That is not the case in recent years. In preparation for 2020 Sober Grad Night, we overhauled the event to simplify and reduce the amount of volunteers needed as well as reduce the overall cost. The budget of this event was \$60,000 and we have reduced it to \$45,000, and the volunteers to 100. This has been critical post-Covid as volunteers and donations have decreased significantly.

I believe the last year you contributed to our event was 2018. We appreciate your consideration to donate this year.

Thank you for all that you do for our community!

**With gratitude,
Margot Birch, Event Chair
Granite Bay High School Sober Grad Night
Email: gbsobergradnight@gmail.com 916.296.7157
Granite Bay High School Tax ID #68—371114**



COUNCIL COMMUNICATION

CC #: 2814

File #: 0102

Title: Request for Council Discretionary Funds - Kelli's Cookies for Goodness Bakes

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

Meeting Date: 6/21/2023

Item #: 11.2.

RECOMMENDATION TO COUNCIL

Recommend City Council discuss and consider by motion a request from Kelli's Cookies for Goodness Bakes for Council Discretionary Funds. Kelli's Cookies for Goodness Bakes is requesting \$3,500 sponsorship for their annual fundraiser "Taste of Placer." Funds from this event help support their program to offer their services to more local youth in need.

The balance remaining in the Council's Discretionary Funds for FY2022-23 is \$7,821.83.

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 \$15,000.00 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 Citizens' 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 California Environmental Quality Act (CEQA) does not apply to activities that will not result in

a direct or reasonable foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b) (3)). The award of funds does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Melissa Lipp, City Clerk Technician

Carmen Avalos, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Kelli's Cookies for Goodness Bakes

To: Honorable Mayor and Members of the City Council

From: Carmen Avalos, City Clerk
Melissa Lipp, City Clerk Technician

Date: 6/1/2023

Subject: Request for Council Discretionary Funds

The Council's Discretionary Fund provides a means for the City Council to support non-profit and community organizations for events and programs with the purpose of improving the quality of life for the citizens of Roseville. Annually the City Council has the option of allocating up to \$15,000 of the annual earnings (plus any carryover of unspent funds) from the Citizens' Benefit Fund in a process separate from that of the Roseville Grants Advisory Commission. The City Council has \$9,821.83 available at this time in the FY2022-23 budget.

Kelli's Cookies for Goodness Bakes is requesting Council Discretionary funds. The organization would greatly appreciate \$3,500 sponsorship for their annual Taste of Placer event being held in October. Funds from this event help support their program to offer their services to more local youth in need.

Public Agencies, schools, and non-profit 501(c) 3 or 501(c) 4 organizations serving citizens of Roseville are eligible to make a request. Agencies or organizations receiving grant monies from the Citizens' Benefit Fund in the same fiscal year as the request for discretionary funding are not eligible. Requests can be made by religious organizations, but the activity, project or program cannot include the promotion of a particular religious belief.

Any one member of the City Council may direct staff to place this request on an upcoming Council agenda for consideration and Council action. To do so, please notify the City Clerk at (916) 774-5269 or Melissa Lipp at (916) 774-5268.

From: Kelli's Cookies - For Goodness Bakes <kelli@forgoodnessbakes.org>

Sent: Friday, May 26, 2023 10:37 AM

To: City Clerk Public Record Request <CityClerk@roseville.ca.us>

Subject: Grant request for non profit

EXTERNAL: This email originated from outside of the organization. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

To whom it may concern:

Kelli's Cookies for Goodness Bakes is a non profit 501c3 organization in Roseville with a mission to mentor, employ and inspire foster and at-risk youth in the greater Placer and Sacramento regions. Our goal is to empower them to achieve independence, as well as financial and social prosperity.

We are hosting our annual fundraiser "Taste of Placer" this year in October, which is crucial to support our non profit. Funds from this event help support our program to offer our services to more local youth in need.

We are asking for your support to partner with our efforts by a grant or by sponsoring our event as a "Diamond Sponsor" at \$3,500. Your sponsorship would include having the City of Roseville listed as a supporter at the event with signage, social media shout outs, logo on our event plates and other marketing material given out to our guests.

Thank you for your consideration to support our efforts for at risk local youth. Feel free to contact me with any questions or more details of this event.

With appreciation,

Kelli Ridenour
President/CEO
Kelli's Cookies for Goodness Bakes
tax ID 81-3518233



COUNCIL COMMUNICATION

CC #: 2778
File #: 0800-03

Title: Advanced Metering Infrastructure Project Update
Contact: Caitlin Ornelas 916-774-5178 COornelas@roseville.ca.us

Meeting Date: 6/21/2023
Item #: 11.3.

RECOMMENDATION TO COUNCIL

Staff recommends City Council receive an update from Roseville Electric on the Advanced Metering Infrastructure project.

BACKGROUND

The Advanced Metering Infrastructure (AMI) project is a joint, multi-year effort with the electric and water utilities to modernize the City's metering infrastructure. The AMI project is implementing an integrated system of meters, communications networks, and data management systems that enables two-way communication between utilities and customers. AMI provides utilities with the means to optimize electricity and water flows on the distribution systems, enhance customer service, create greater operational efficiencies, grid optimization, and respond to outages, leaks and reports of theft faster.

Due to regulatory requirements and operational efficiencies provided by AMI technology, over 90% of California residents and businesses currently have utility-installed AMI meters in use.

In March 2023, the project successfully launched the first stage of meter installations in over 800 residential and commercial utility customers in the Blue Oaks Blvd. and Woodcreek Oaks Blvd. area. The first stage provided valuable information regarding network communication, meter and system performance, integration between Roseville's Meter Data Management System (MDMS) and Customer Information System (CIS), and has begun to generate utility specific data, which will be used to enhance our customer service and create greater operational efficiencies.

With the successful completion of the first stage of installations, the AMI project is preparing for the full deployment of meter installations, beginning July 2023. The full deployment stage will take place over a 12-14 month timeline and target all residential and commercial utility customers. During full deployment, the project team will focus on the establishment and optimization of network communication, meter communication performance, utilization of systems integration and systems stability.

A comprehensive outreach plan has been developed to notify impacted customers, including a

postcard, a pre-installation door hanger, a post-installation door hanger, newsletter articles, social media messaging, and updated information on the City's website. This outreach will begin in late June in preparation for full deployment installations.

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. A project 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

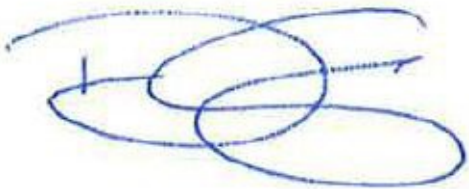
Goal E – Deliver exceptional City services

Goal F – Invest in well-planned infrastructure and growth

Respectfully Submitted,

Caitlin Ornelas, AMI Project Manager

Dan Beans, Electric Utility Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, positioned above a horizontal line.

Dominick Casey, City Manager



COUNCIL COMMUNICATION

CC #: 2812

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

Title: Formation of Amoruso Ranch Community Facilities District No. 1 (Public Facilities) and 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: 6/21/2023

Item #: 12.1.

RECOMMENDATION TO COUNCIL

Staff recommends that Council adopt the following resolutions and ordinances:

For Amoruso Ranch Community Facilities District ("CFD") No. 1 (Public Facilities):

- 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 No. 2 (Public Services):

- 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 No. 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 No. 1 (Public Facilities), Resolution 23-120 for Amoruso Ranch CFD No. 2 (Public Services), and Resolution 23-121 for CFD No. 3 (Municipal Services), Annexation 28 (Amoruso Ranch).

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 23-292

Resolution 23-293

Resolution 23-294

Resolution 23-295

Ordinance 6689

Notice of Special Tax Lien-Amoruso Ranch CFD 1

Hearing Report-Amoruso Ranch CFD 2

Resolution 23-296

Resolution 23-297

Resolution 23-298

Ordinance 6690

Notice of Special Tax Lien-Amoruso Ranch CFD 2

Resolution 23-299

Resolution 23-300

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:
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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

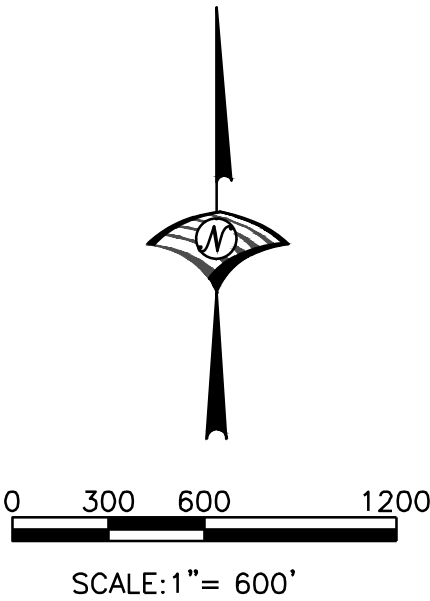
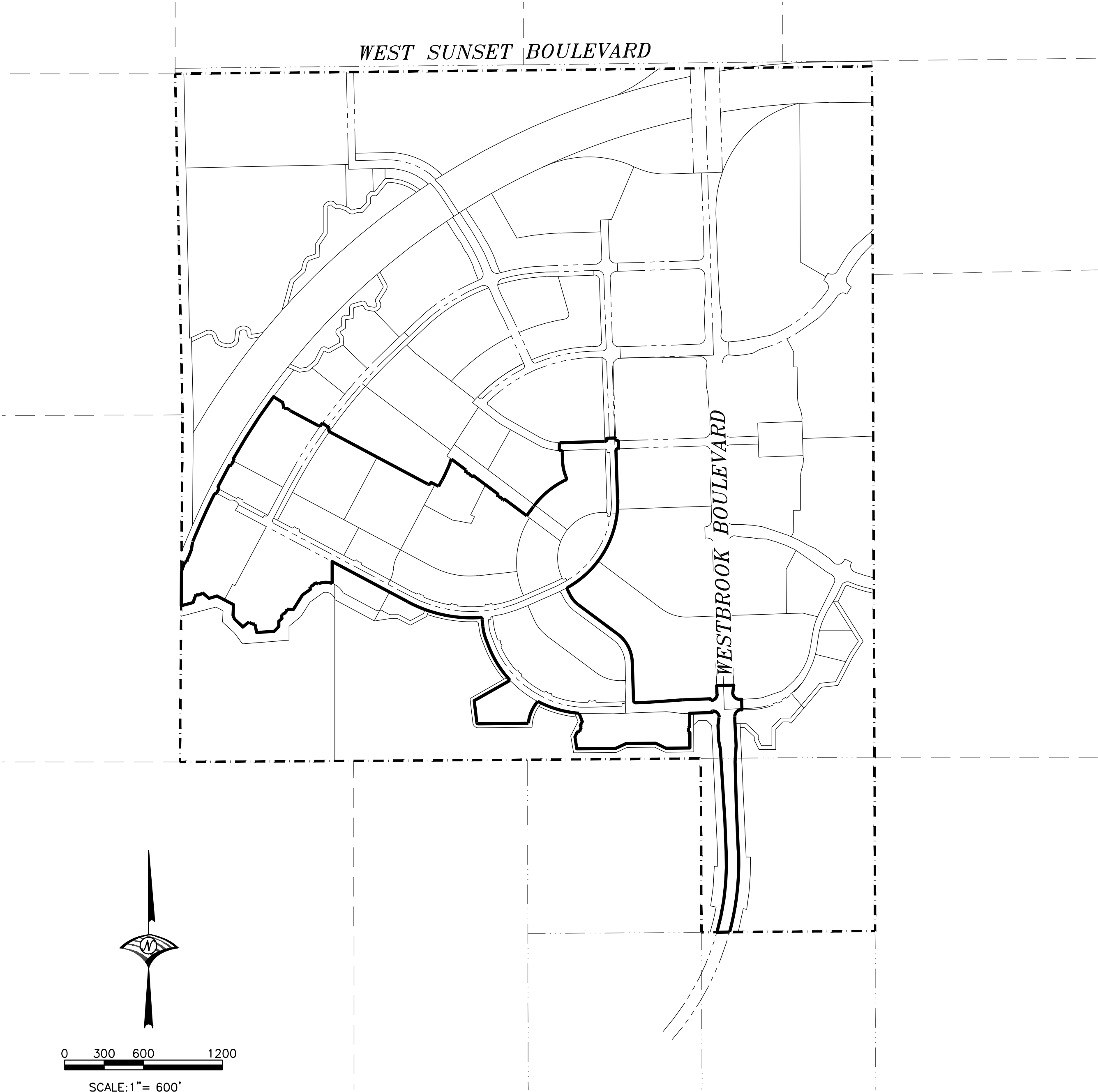
RECORDER'S STATEMENT

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



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 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.

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]	\$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.

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]	<i>FY 2022/23</i>			
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.

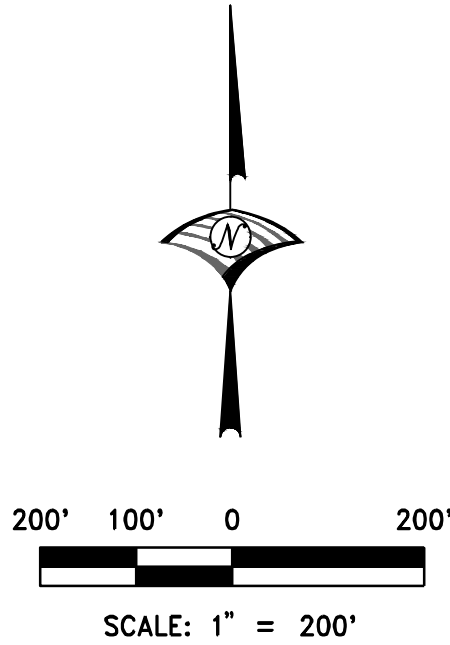
IDENTIFICATION OF LARGE LOTS

AMORUSO RANCH - CFD #1

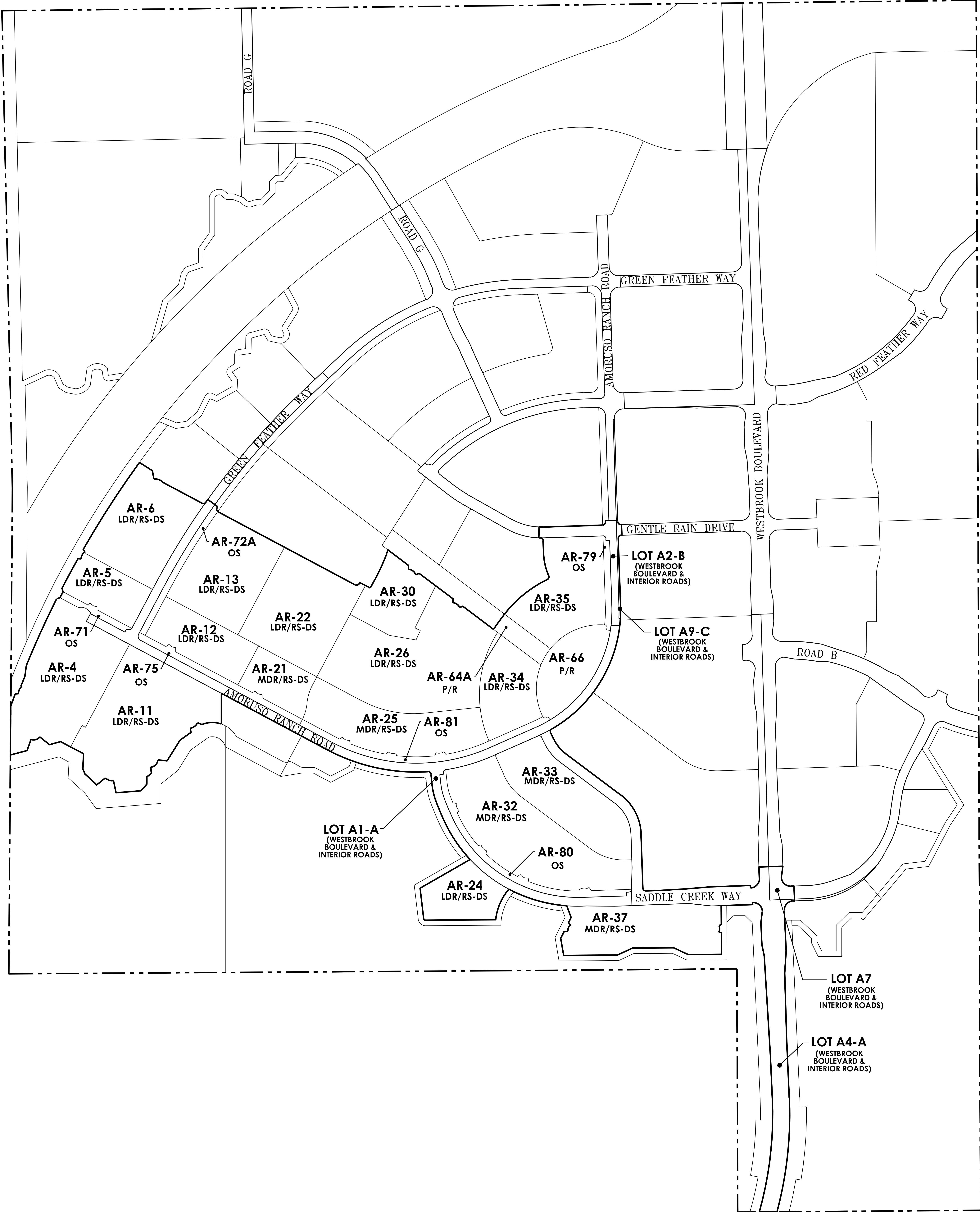
BROOKFIELD RESIDENTIAL

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

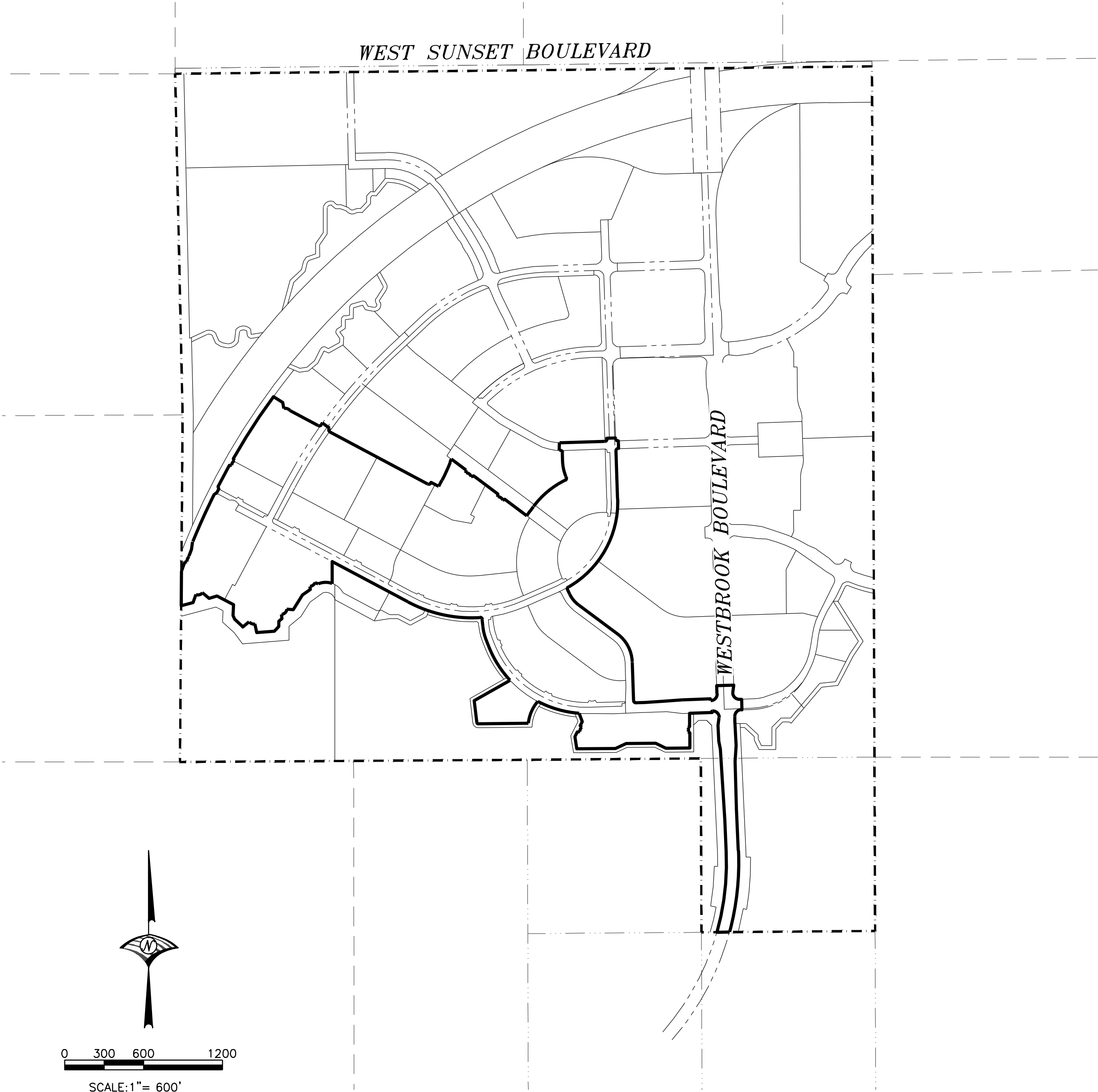
RECORDER'S STATEMENT

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



NOVEMBER 2022

**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



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. 23-292

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.

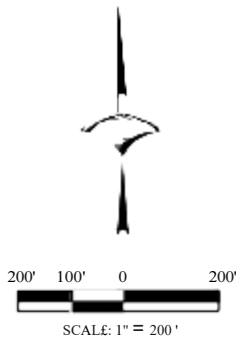
IDENTIFICATION OF LARGE LOTS

AMORUSO RANCH - CFD #1

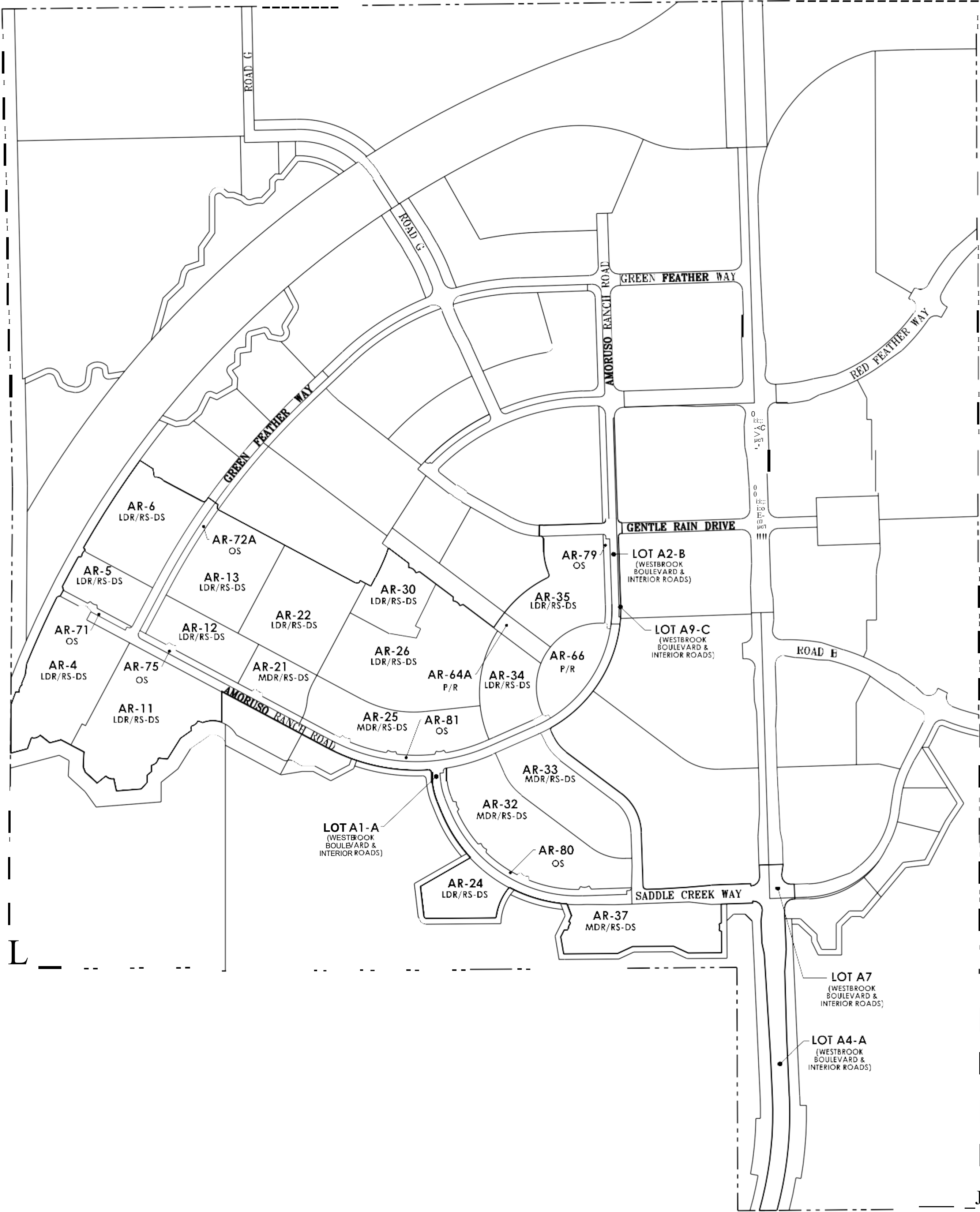
BROOKFIELD RESIDENTIAL

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

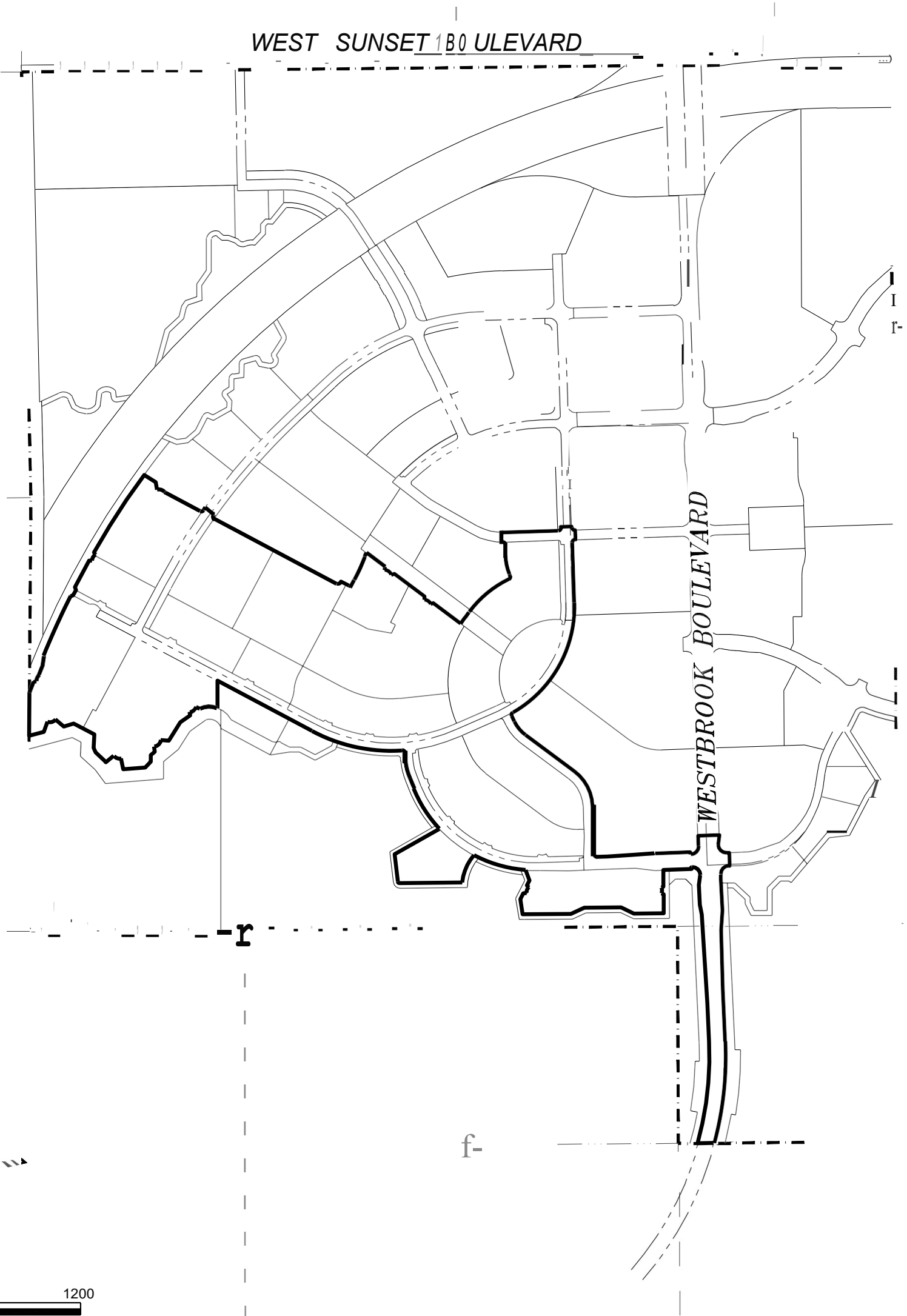
att4

[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

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. 23-293

**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. 23-294

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 June 21, 2023, and the results thereof canvassed at the meeting of this City Council on June 21, 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 June 21, 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 \$1,713,000 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. 23-295

**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 June 21, 2023, I canvassed the returns of the election held on June 21, 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>	Votes <u>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, June 21, 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: _____
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IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this ____ day of _____, 2023.

By: _____
City Clerk

ORDINANCE NO. 6689

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 June 21, 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 2023-20 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.

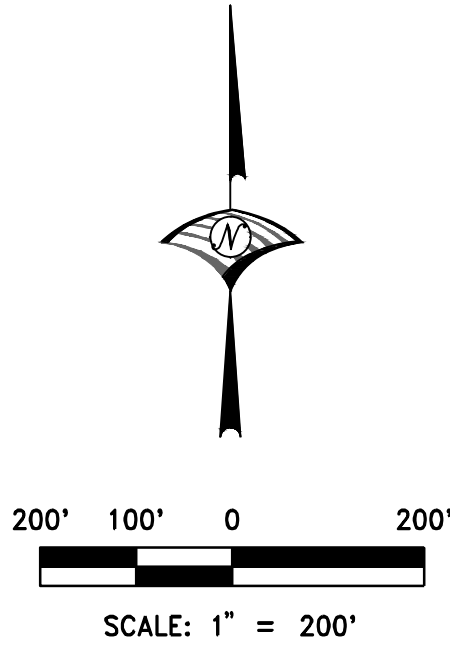
IDENTIFICATION OF LARGE LOTS

AMORUSO RANCH - CFD #1

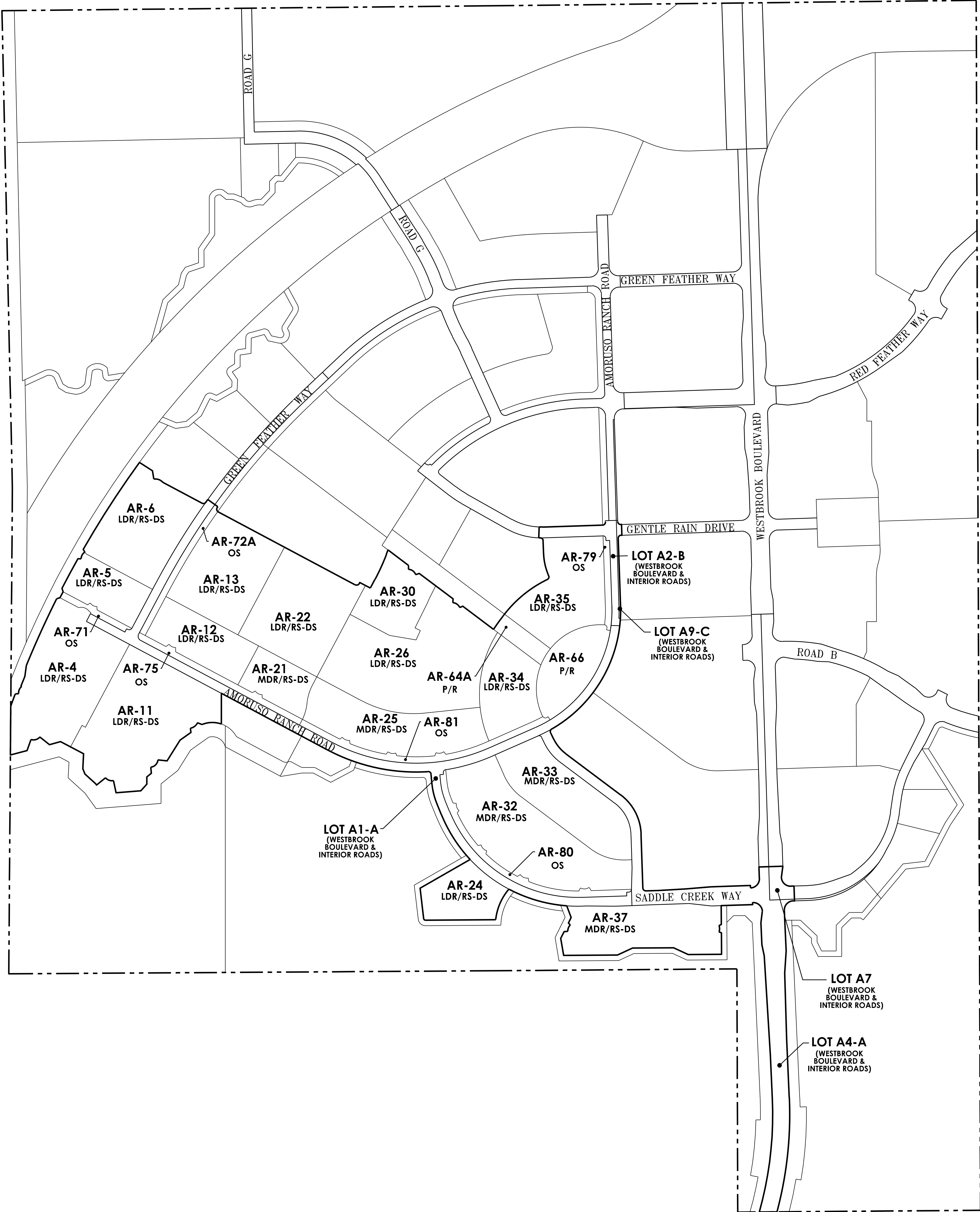
BROOKFIELD RESIDENTIAL

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

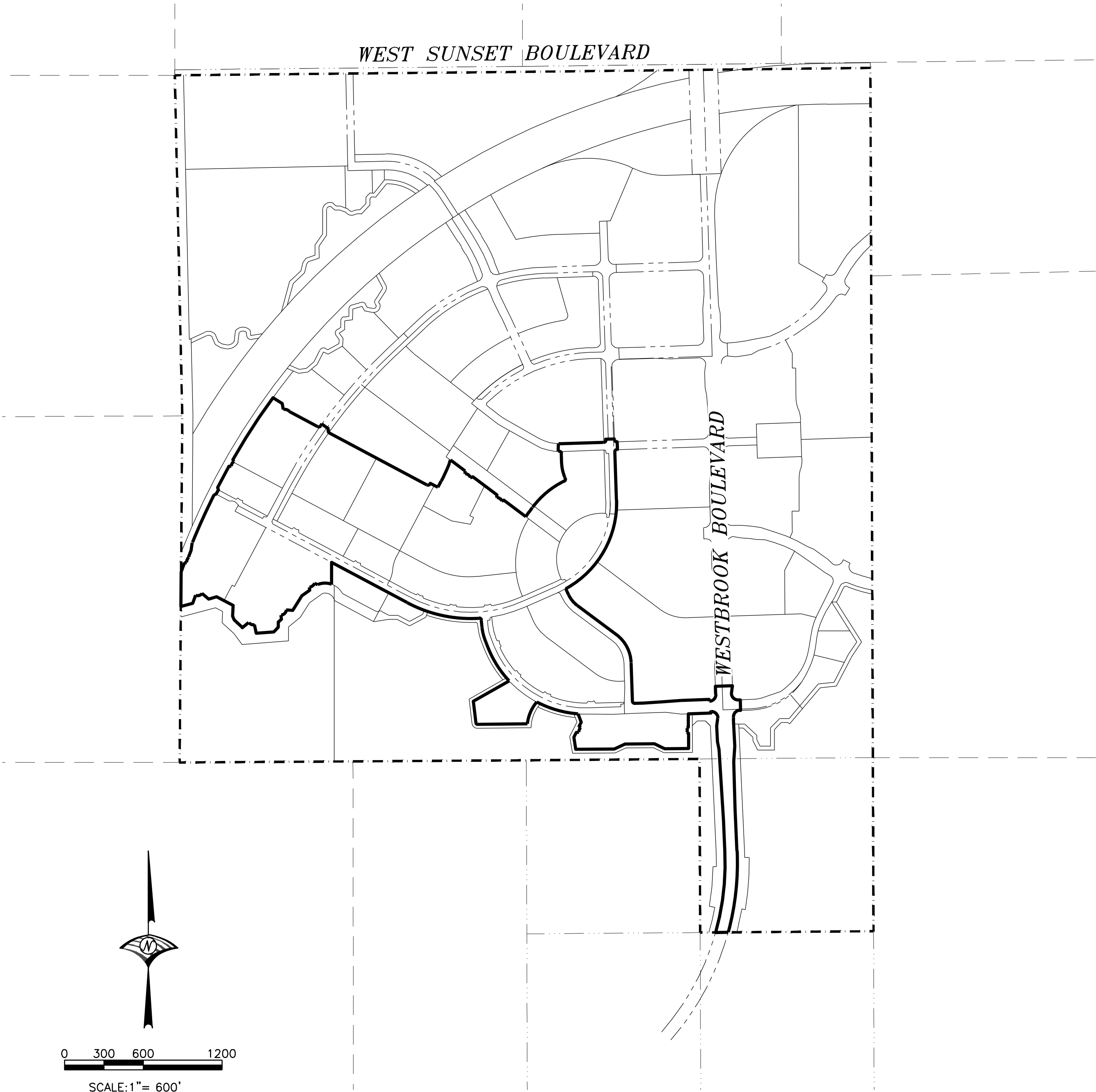
RECORDER'S STATEMENT

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



NOVEMBER 2022



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

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)

April 2023

EPS #222064

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Sacramento
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www.epsys.com

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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

List of Map and Tables

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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.

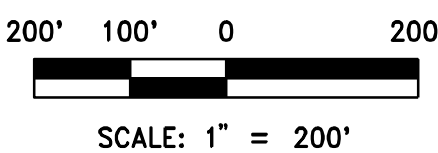
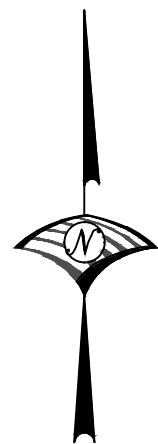
AMORUSO RANCH - CFD #2
BROOKFIELD RESIDENTIAL

ROSEVILLE

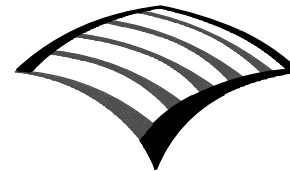
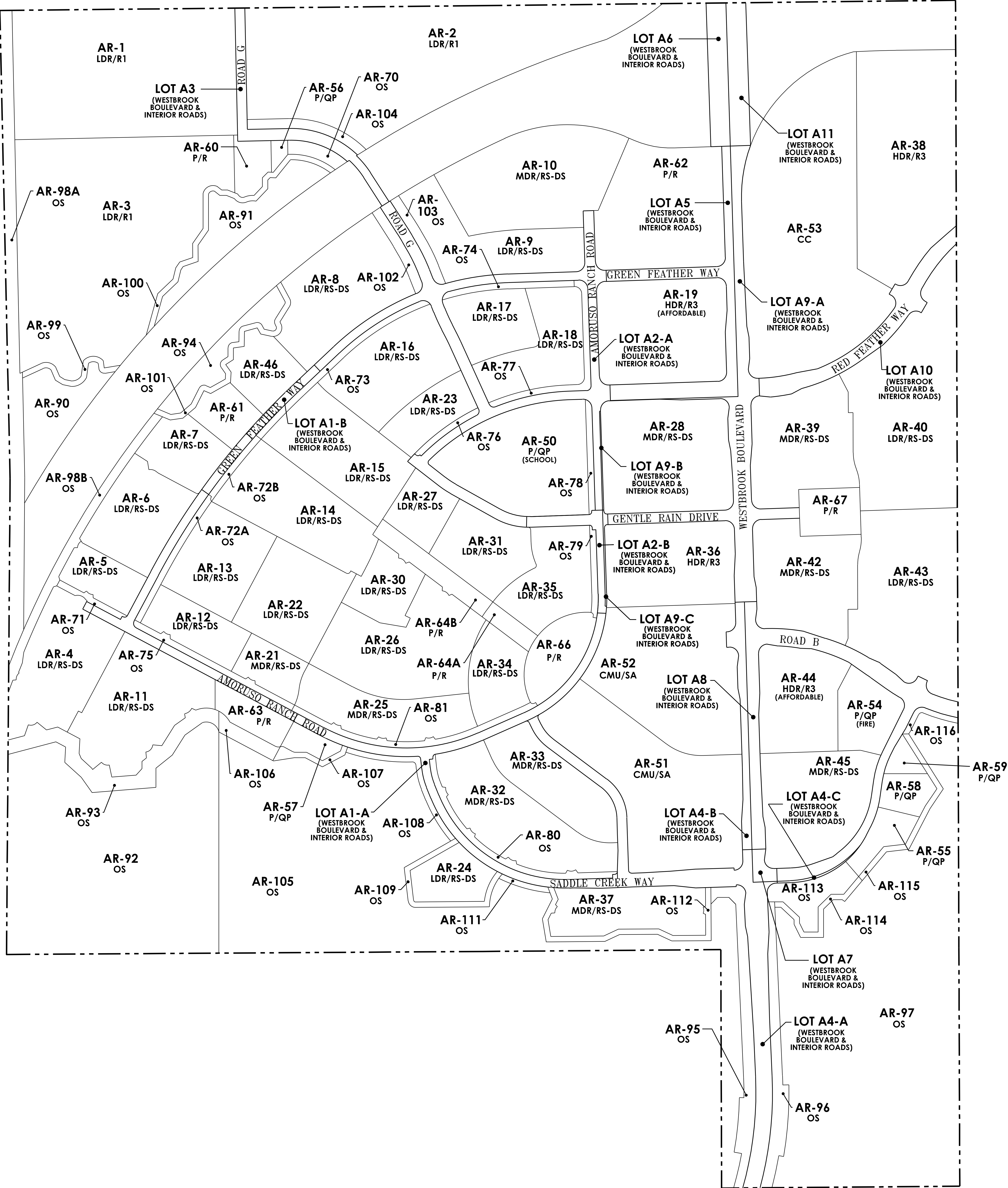
CALIFORNIA

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



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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: DPFG 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. 23-296

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.

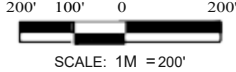
AMORUSO RANCH • CFD #2
BROOKFIELD RESIDENTIAL

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
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

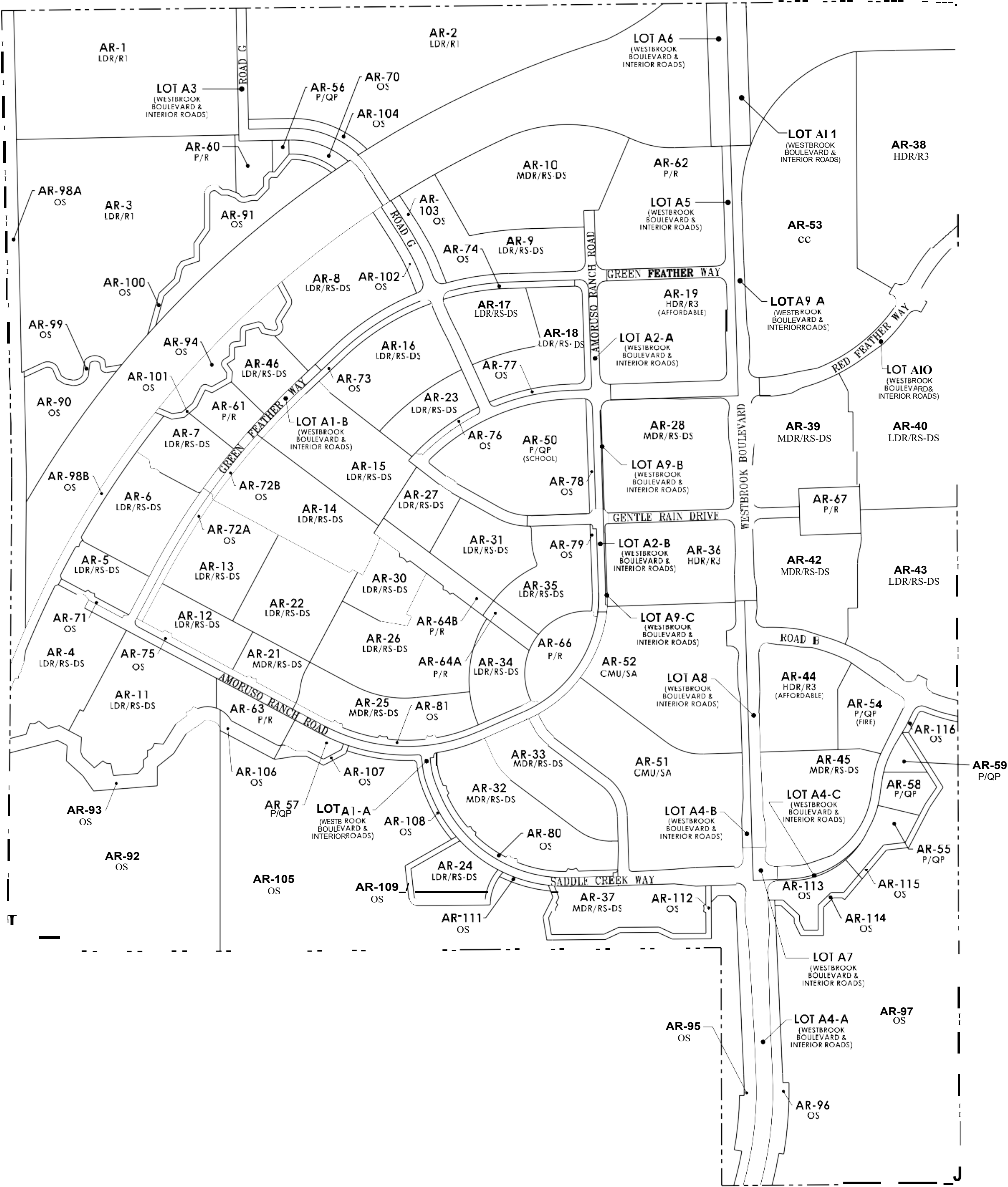


Exhibit B
Amoruso Ranch
Community Facilities District No. 2 (Public Services)
City of Roseville
Placer County, California

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. 23-297

**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 June 21, 2023, and the results thereof canvassed at the meeting of this Council on June 21, 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 June 21, 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 June 21, 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: _____
(signature)

Number of votes: _____
[Name & Title]

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 23-298

**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 June 21, 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>	Votes <u>Cast</u>	<u>YES</u>	<u>NO</u>
City of Roseville Amoruso Ranch Community Facilities District No. 2 (Public Services) Special Tax Election, June 21, 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 June 21, 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. 6690

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 June 21, 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.

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
017-480-017-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-018-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-019-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-020-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-021-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-022-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-023-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-024-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-025-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-026-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-027-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-028-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-029-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
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. 23-299

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 June 21, 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 June 21, 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 June 21, 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 June 21, 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. 23-300

**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 June 21, 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, June 21, 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 June 21, 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]