



## **AGENDA**

August 2, 2023

CITY COUNCIL  
6:00 p.m.  
Council Chambers  
311 Vernon Street  
Roseville, CA  
[www.roseville.ca.us](http://www.roseville.ca.us)

### **THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION**

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

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

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

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

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

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

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

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

- 1. CALL TO ORDER**
- 2. ROLL CALL**

### **3. PLEDGE OF ALLEGIANCE**

### **4. MEETING PROCEDURES**

### **5. PRESENTATIONS**

#### **5.1. Certificate of Congratulations - Roseville Little League All Star Team**

Congratulate Roseville Little League on their outstanding 2023 season and for making it to the State Championship for the first time in 29 years.

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

#### **5.2. Invest Health Partnership Update**

Memo from Government Relations Administrator Mark Wolinski and Deputy City Manager Megan Scheid recommending the City Council receive an update on the projects and progress of the Invest Health partnership started in 2016 between the Health Education Council and the City to improve health outcomes in the City's core neighborhoods and beyond. The costs of these activities are contained within the City's current budget.

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

### **6. PUBLIC COMMENTS**

### **7. CONSENT CALENDAR**

|                                      |
|--------------------------------------|
| <b>BEGINNING OF CONSENT CALENDAR</b> |
|--------------------------------------|

#### **Resolutions**

#### **7.1. 201 Pacific Street - Lease Agreement**

Memo from Economic Development Analyst Gina McColl and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 23-326 APPROVING A LEASE AGREEMENT AND MEMORANDUM OF LEASE, BY AND BETWEEN THE CITY OF ROSEVILLE AND FATHOM CELLARS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a Lease Agreement and Memorandum of Lease between Fathom Cellars, LLC and the City for property located at 201 Pacific Street. The lease is for the vacant second floor space of the Roseville Train Station for an initial term of five (5) years. The initial rent paid to the City will be \$756 per month, increasing by \$0.05 per square foot per year, plus electric and gas utilities. Execution of the Lease Agreement would result in a positive fiscal impact of \$9,072 annually in rent revenue for the General Fund in the first year and \$11,496 by year five. In addition to annual rent, the lessee will pay utilities for the space.

CC #: 2848

File #: 1006-01

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

#### **7.2. Regional Water Authority - Amended and Restated Common Interest, Management Services, and Cost Share Agreement**

Memo from Environmental Utilities Assistant Director Sean Bigley and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 23-325 APPROVING THE AMENDED AND RESTATED COMMON INTEREST, MANAGEMENT SERVICES AND COST SHARE AGREEMENT, BETWEEN THE CARMICHAEL WATER DISTRICT, CITY OF FOLSOM, CITY OF ROSEVILLE, CITY OF SACRAMENTO, EL DORADO IRRIGATION DISTRICT, GOLDEN STATE WATER COMPANY, PLACER COUNTY WATER AGENCY, REGIONAL WATER AUTHORITY, SACRAMENTO COUNTY WATER AGENCY, SACRAMENTO SUBURBAN WATER DISTRICT, SACRAMENTO MUNICIPAL UTILITY DISTRICT, AND EL DORADO WATER AGENCY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve the proposed amended and reinstated Common Interest Management Services Agreement. Roseville's cost for participation in this coordinated effort for FY2023-24 is \$38,961.93. The total cost of the regional effort is \$328,500 with participation by the Carmichael Water District, City of Folsom, City of Roseville, City of Sacramento, El Dorado Irrigation District, El Dorado Water Agency, Golden State Water Company, Placer County Water Agency, Sacramento County Water Agency, Sacramento Municipal Utilities District and Sacramento Suburban Water District. Roseville's \$38,961.93 share will be paid from the existing budget within the Water Utility Administration FY2023-24 budget, funded from the Water Operations Fund which receives revenue from water utility sales.

CC #: 2847

File #: 0800-02

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

7.3. Northeast Roseville Specific Plan Parcels 5A and 5B - Summary Vacation

Memo from Associate Planner Kinarik Shallow and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-322 ORDERING SUMMARY VACATION OF A PORTION OF A PUBLIC UTILITY EASEMENT AT 550 N SUNRISE AVENUE. Staff requests Council approval of the summary vacation for a portion of the public utility easement at 550 N Sunrise Avenue to facilitate development of an outdoor patio area for Chicago Fire Restaurant. There will be no fiscal impact to the City.

CC #: 2842

File #: 1001-02 & 0400-04-02-1

CONTACT: Kinarik Shallow 916-746-1309 kshallow@roseville.ca.us

7.4. California Greenhouse Gas Cap-and-Trade Program – 2024 Greenhouse Gas Allowance Allocation and Reallocation of Existing Funds

Memo from Electric Resources Planner David Siao and Electric Utility Director Dan Beans recommending the City Council adopt RESOLUTION NO. 23-321 APPROVING THE ALLOCATION OF 326,772 OF CITY'S 2024 GREENHOUSE GAS CAP-AND-TRADE PROGRAM ALLOWANCES. Staff requests Council direct all 326,772 of the City's 2024 greenhouse allowances to Roseville's limited use holding account for consignment to the 2024 California Air Resources Board auctions. Staff also requests

allocating the expected 2024 auction proceeds to fund the Advanced Metering Infrastructure (AMI) project, as well as reallocating past unspent or unallocated proceeds to fund the AMI project. The value of the 2024 allowances is estimated at approximately \$9.6 million, and the value of existing unallocated and reallocated auction proceeds is approximately \$5.2 million. The approved Advanced Metering Infrastructure (AMI) project expenditure budget includes this funding source. The Electric Department plans to return to City Council with a budget adjustment for the revenue from the greenhouse allowance sale proceeds at a later date. As a result, there is no financial impact to customers.

CC #: 2841

File #: 0800-03

CONTACT: David Siao 916-746-1613 dsiao@roseville.ca.us

#### **7.5. Parks Design & Construction Standards - 2023 Update**

Memo from the Park Development Project Manager Joel De Jong and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 23-323 ADOPTING THE 2023 PARKS DESIGN & CONSTRUCTION STANDARDS. The Parks Design & Construction Standards is a guiding document that outlines design and construction standards applied to parks, neighborhood and citywide, and streetscapes. This document is updated every two years in order to ensure new codes, regulations and requirements are updated or added, address typographical errors, provide clarity in areas that may cause multiple interpretations or misinterpretations, and to ensure the latest technology in irrigation, lighting and other systems. Feedback from contractors and staff is collected over each two-year period which provides the basis for updates/revisions. The changes will have no fiscal impact to projects and could potentially reduce costs by identifying equipment and materials that are less labor intensive to install and maintain. There is no General Fund impact.

CC #: 2844

File #: 0704

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

### **Ordinances (for introduction and first reading)**

#### **7.6. Roseville Employees Annual Charitable Hearts Fund - Roseville Municipal Code Amendment**

Memo from Management Analyst Tobi Thomas and Assistant City Manager Dion Louthan recommending the City Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 4.07.030 OF CHAPTER 4.07 OF TITLE 4 OF THE ROSEVILLE MUNICIPAL CODE REGARDING EMPLOYEES ANNUAL CHARITABLE HEARTS FUND. Staff requests Council amend the language in the municipal code regarding applicant eligibility for Roseville Employees Annual Charitable Hearts funds. There is no General Fund impact for this item.

CC #: 2845

File #: 0216-02



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

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

**7.7. Officer Wellness and Mental Health Grant Award - Budget Adjustment**

Memo from Management Analyst Mark Peinado and Police Chief Troy Bergstrom recommending the City Council adopt ORDINANCE NO. 6697 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve a budget adjustment appropriating \$89,867 in grant funds awarded to the Roseville Police Department from the Board of State and Community Corrections, through the Officer Wellness and Mental Health Grant Program. The recommended budget adjustment establishes a grant project in the Grants Fund and will have no impact on the City's General Fund.

CC #: 6697

File #: 0323 & 0201-01

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

**7.8. Water Forum 2.0 - Interagency Agreement for Cost-Sharing and Budget Adjustment**

Memo from Environmental Utilities Assistant Director Sean Bigley and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 23-327 APPROVING AN INTERAGENCY AGREEMENT FOR COST-SHARING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6698 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve the proposed Interagency Agreement For Cost-Sharing the Fiscal Year (FY) 2023-24 and FY2024-25 Water Forum 2.0 Agreement. Staff also requests Council approve the FY2023-24 budget adjustment of \$52,208 for the Water Utility Administration FY2023-24 budget, funded from the Water Operations Fund which receives revenue from water utility sales. Staff also plans to include \$52,208 in the proposed FY2024-25 budget. The total proposed cost share amount for the City for the Water Forum 2.0 negotiation process over the two fiscal years is \$104,415. Among the 20 water agencies and interested parties participating in the Water Forum 2.0 process, the total amount of contributions to the Water Forum 2.0 negotiations, over the two fiscal years, is \$1,141,000.

CC #: 2850

File #: 0800-02 & 0201-01

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

|                                |
|--------------------------------|
| <b>END OF CONSENT CALENDAR</b> |
|--------------------------------|

## **8. RESOLUTIONS**

### **8.1. Villages 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. 23-323 AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF THE CITY OF ROSEVILLE VILLAGES AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF SUPPLEMENTAL AGREEMENT NO. 4 TO FISCAL AGENT AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS PURSUANT TO A BOND PURCHASE AGREEMENT, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS. The 2023 bonds are being issued at the developer's request, in an amount not to exceed \$5,250,000, 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 for capitalized interest, and (iv) pay costs of issuance of the 2023 bonds. The Community Facilities District (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 #: 2843

File #: 0206-03-01

CONTACT: Jeannine Thrash 916-774-5473 [jthrash@roseville.ca.us](mailto:jthrash@roseville.ca.us)  
Dennis Kauffman 916-774-5313 [dkauffman@roseville.ca.us](mailto:dkauffman@roseville.ca.us)

## **9. SPECIAL REQUESTS/REPORTS/PRESENTATION**

### **9.1. Request for Council Discretionary Funds - Roseville Little League All Star Team**

Memo from City Clerk Technician Melissa Lipp and City Clerk Carmen Avalos recommending the City Council consider a sponsorship to help fund the Roseville Little League's 11 year old Allstar Team making it to the State Championship for the first time in 29 years.

CC #: 2851

File #: 0102

CONTACT: Melissa Lipp 916-774-5268 [mllipp@roseville.ca.us](mailto:mllipp@roseville.ca.us)

## **10. COUNCIL REPORTS / PUBLIC COMMENTS**

## **11. ADJOURNMENT**



## COUNCIL COMMUNICATION

**CC #: 2852**  
**File #: 0102-13**

**Title:** Certificate of Congratulations - Roseville Little League All Star Team  
**Contact:** Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

**Meeting Date: 8/2/2023**  
**Item #: 5.1.**

### RECOMMENDATION TO COUNCIL

Congratulate Roseville Little League on their outstanding 2023 season and for making it to the State Championship for the first time in 29 years.

### BACKGROUND

Not applicable.

### FISCAL IMPACT

Not applicable.

### ENVIRONMENTAL REVIEW

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

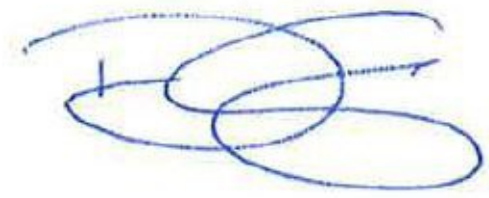
### CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk

A handwritten signature in blue ink, consisting of several overlapping loops and a final horizontal stroke.

---

Dominick Casey, City Manager

**ATTACHMENTS:**

**Description**

Certificate of Congratulations - Roseville Little League

CITY OF ROSEVILLE

# *Certificate*

OF CONGRATULATIONS

THE CITY OF ROSEVILLE CONGRATULATES

# ROSEVILLE LITTLE LEAGUE

11 AND UNDER ALLSTARS

ON THEIR OUTSTANDING 2023 SEASON



Bruce Houdesheldt, Mayor of Roseville



## COUNCIL COMMUNICATION

**CC #: 2849**  
**File #: 0102-11**

**Title:** Invest Health Partnership Update  
**Contact:** Mark Wolinski 916-774-5179 mwolinski@roseville.ca.us

**Meeting Date: 8/2/2023**  
**Item #: 5.2.**

### RECOMMENDATION TO COUNCIL

To receive an update and provide comments on the projects and progress of the Invest Health partnership started in 2016 between the Health Education Council and the City of Roseville to improve health outcomes in the City's core neighborhoods and beyond.

### BACKGROUND

In early 2016, the non-profit Health Education Council (HEC) contacted City staff to determine the possibility of partnering with the City and with other organizations on a grant opportunity addressing healthy communities. Named the Non-Profit of the Year by the California State Legislature three times: 2016, 2021 and again in 2023, the HEC is dedicated to improving health outcomes in under-served neighborhoods by empowering the people in them to create the solutions they need most.

In May 2016, we were notified that Roseville was one of 50 communities nationwide (out of more than 180 communities that applied) selected to receive an 18-month grant made possible from the Robert Wood Johnson Foundation (RWJF) and Reinvestment Fund with the aim to improve health in low-income neighborhoods. Recognizing that the majority of health outcomes are driven by where people live, work, play, pray, shop and learn, the Invest Health initiative sought to develop a plan to improve health through cross-sector community collaborations that can foster and develop more healthful environments.

### **Focus on health outcomes in core neighborhoods**

Led by the HEC in partnership with the City of Roseville, the Invest Health Roseville team developed a plan to meet the grant's goals and objectives of improving community well-being in Downtown Roseville's core neighborhoods of Roseville Heights, Cherry Glenn and Thieles Manor. The projects address issues and concerns expressed by residents and others during stakeholder meetings.

Project outcomes include increasing safety, walkability, reducing crime, improving connection to social services health, and mental health services and increasing opportunities for physical

activities and healthy food for children and families in these three neighborhoods.

The following are the results of the original Invest Health grant funding from 2016 - 2019:

Since the 2016 original award of \$60,000 to the Health Education Council to support this work, this funding has been leveraged to over \$9 million in investments to improve and elevate health.

- Gathered data and listened to neighbors by conducting 30 stakeholder meetings, resident surveys, and community focus groups.
- \$350,000 in street-lighting upgrade by Roseville Electric— an accelerated upgrade to the street lighting using public benefit funds to install LED lights in the three core neighborhoods, Thieles Manor, Cherry Glen, and Roseville Heights neighborhoods.
- Improvements to Johnson Pool— state and federal grant funds were obtained for a total of \$490,000 for investment in Johnson Pool.
- Health education events held at Woodbridge and Cirby elementary schools.
- Hundreds of volunteer hours for multiple park, neighborhood, and street clean-up events were held, some with assistance from city grant funds.
- Raised awareness and built partnerships including \$20,000 in sponsorships for the annual Invest Health Breakfast forums which brought together business, community, and city leaders to learn about Invest Health efforts.
- Weber Park outreach and improvements including surveyed residents in Roseville Heights and Los Cerritos neighborhoods; developed concepts for improvements to Weber Park based on community input; collaborated with the City of Roseville Parks, Recreation and Libraries Department to secure a \$75,000 grant to make improvements to the classroom at Weber Park and provide funding for summer programs; monthly events coordinated by the City of Roseville Parks, Recreation and Libraries Department to enhance interaction between and among neighbors and community, non-profit, educational, and government organizations.
- \$15,000 in funding to purchase 55 “Neighborhood Watch” signs to be installed in the Thieles Manor Neighborhood.
- Invest Health Advisory Committee established which meets monthly and includes local stakeholders including non-profits, schools, neighborhood associations, businesses, and City representatives.

Since 2016, the Invest Health Team efforts have expanded and continued beyond the timeframe of the original grant. In 2019 an Invest Health 2.0 grant was obtained (Roseville was one of ten cities) to continue learning from other mid-size cities in the U.S.

Additional benefits and funds received due to the Invest Health Roseville collaboration include:

- \$235,000 in funding to provide meals to low-income residents with funding from the City of Roseville for Roseville Family Meals and Project Go.
- \$180,000 Anti-stigma Mental Health Awareness Initiative grant from Kaiser Permanente to work partner with Cirby Elementary and the school district to understand the mental health concerns of students and families, and offer teacher, parent, and family community resources.
- \$62,000 Placer County Air Pollution Control District funding for resident engagement and outreach around air pollution and health.
- \$290,000 funding from Kaiser Permanente to address social determinants of health in low-income communities.
- \$25,000 California Health and Wellness funding to provide mental health screenings to vulnerable Latino communities.
- \$295,000 in COVID-19 funding to provide testing, testing kits and vaccinations; community events; distribution of education and resource materials.
- \$20,000 Union Pacific Foundation funding to support residents suffering from health and

economic struggles due to the pandemic.

- \$66,600 for Connected Community Network (Unite Us) Placer County funding to establish a network of social services agencies working together to create a more coordinated referral system for at-risk Placer County residents.
- \$23,334 City of Roseville funding to support a peer-centered mental health program to decrease mental health stigma and increase social connection and youth ability to be positive.
- \$50,000 Association of State and Territorial Health Officials funding to identify best practices to improve health outcomes by addressing social determinants of health.
- \$9,400,000 City of Roseville funds dedicated to Johnson Pool and Weber Park renovations.

Invest Health Roseville plans to continue its efforts to support and promote a healthy and thriving community.

### FISCAL IMPACT

The costs of these activities are contained within the City's current budget.

### ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. This informational presentation 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  
Goal C - Maintain a safe and healthy community  
Goal E - Deliver exceptional city services

Respectfully Submitted,

Mark Wolinski, Government Relations Administrator

Megan Scheid, Deputy City Manager

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely belonging to one of the signatories mentioned in the text above.



Dominick Casey, City Manager

**ATTACHMENTS:**

Description

Invest Health Roseville Infographic



# HEALTH EDUCATION COUNCIL INVEST HEALTH ROSEVILLE

## TOTAL PEOPLE SERVED IN ROSEVILLE

**8,825 Roseville residents**

were served by Health Education Council between April 2020 and July 2023 through the efforts outlined in the infographic.



## MEAL DISTRIBUTIONS

**7,508 meals**

were delivered to Roseville and Auburn residents from January-June 2021 through Project Go.

**16,000 meals**

were distributed through the Family Meals Roseville program between April and August 2020.

## DENIOS FOOD DISTRIBUTION

**7,568 households**

have received fresh, healthy produce from the Denios food distributions between July 2022 and July 2023.



## COVID OUTREACH EFFORTS

The grants that we were awarded included funding for COVID 19 education, as well as mental health and food insecurity challenges caused by COVID.

**3,233 residents**

were served through grants funded by Health Net, Placer Community Foundation, and Kaiser Permanente between 2020-2022.



## 4TH FRIDAY COMMUNITY GATHERINGS

Through a partnership with First United Methodist Church, Prosper Placer, Placer People of Faith Together, and the Latino Leadership Council, we have hosted community events on the 4th Friday of every month since December 2021.

**1,350 residents**

have attended the events between December 2021 and June 2023.



## ENVIRONMENTAL HEALTH OUTREACH

**485 residents**

living in disadvantaged communities were reached through 10 outreach activities hosted from January-November 2020. New funding will support disaster preparedness workshops and education in Placer County.

## PEERS HELPING PEERS (PHP)

PHP is a 7-week training program, which trains youth and young adults (16-26) to help reduce mental health stigma and improve mental wellness.

**21 students**

completed PHP at Oakmont High School in Spring 2023.

**11 Spanish speaking participants**

reside in Roseville or Placer County.





## COUNCIL COMMUNICATION

**CC #: 2848**  
**File #: 1006-01**

**Title:** 201 Pacific Street - Lease Agreement  
**Contact:** Gina McColl 916-774-5452 gmccoll@roseville.ca.us

**Meeting Date: 8/2/2023**  
**Item #: 7.1.**

### RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a Lease Agreement and Memorandum of Lease between Fathom Cellars, LLC and the City of Roseville for property located at 201 Pacific Street, second floor.

### BACKGROUND

The Roseville Train Station is located within the Downtown Roseville Specific Plan (DTSP) at 201 Pacific Street, in Historic Old Town. The building is owned by the City of Roseville and maintained by the Public Works Facilities Division. The two-story building was constructed in 1995 with a ground floor lobby space, public restroom, office and storage space. The ground floor has been occupied and leased to Roseville Travel since 1999 for a travel agency and travel depot. The upper floor is approximately 1,000 square feet and includes three rooms accessed by an interior stairwell and elevator. Over the years, the space has been leased to various entities including a design firm, probation office, and training center, but has been vacant for several years.

Fathom Cellars originally reached out to City staff inquiring about the Roseville Venture Lab and opportunities for their 3D printing company, as they are currently operating out of a home office and wish to expand their business. Fathom Cellars, LLC primarily prints and sells replica models of historic ships and trains. Based on their needs, staff helped identify a space that would accommodate the expansion of their business. The proposed Lease Agreement sets forth the terms and conditions under which Fathom Cellars, LLC will occupy the second floor of the Train Station (see Attachment 1). The Lease Agreement contains provisions that include the following:

- Term - The initial lease term shall be for five (5) years with an automatic annual renewal.
- Rent - Rent is payable monthly at an initial rate of \$0.75 per square foot (\$756 total monthly rent), with an annual increase of \$0.05 per square foot, with year five rent at \$0.95 (\$958 total monthly rent). The rent is comparable to commercial rents in the area.
- Deposit – Two months' rent (\$1,512).

- Utilities - Tenant shall pay for electric and gas service to the second floor and any optional services such as internet and cable. Lessor shall pay for water, sewer, refuse.
- Lessor responsibility and liability for property – Lessor shall be responsible for the maintenance repair and rehabilitation of subject property including utilities systems, exterior shell roof, lighting and landscape, parking lot, trash service, HVAC, interior restroom cleaning (3 days a week), maintenance and repair building alarm. Lessee shall be responsible for all lessee furnishings, equipment and utilities for the leased space. The City shall not be liable for any loss, damage, destruction or theft of any exhibits, furnishings or other personal property owned or lent to Lessee.
- Lease buy-out option and termination - Lessee shall give City a 60-day notice if requesting a lease buy-out option. In the event that TENANT terminates this Lease prior to the end of the Term, TENANT (a) agrees to forfeit its security deposit and (b) shall make a payment to LANDLORD equivalent to two (2) months of rent commensurate to the rental rate at year five (5). This agreement may be terminated without cause at any time upon giving 60 days advance written notice.
- Special terms - Tenant shall have access to the shared restrooms and lobby on the first floor, and stairwell and elevator. Tenant shall have the first right of refusal to lease the first-floor space should it become available. Should the tenant choose to lease the entire building, an additional lease would need to be negotiated for the first-floor space. The expectation is the main lobby and restroom shall remain open to patrons of rail and bus transit during service times, but at a minimum of five (5) days a week, eight (8) hours a day, or as agreed on by the City.
- Parking - Lessee and customers shall have access to public parking areas adjacent to the train station and at the Park-n-Ride lot at Pacific and Church Street and shall follow all posted parking limits.

Following approval of this Lease Agreement, the tenant intends to occupy the space and start paying rent August 1, 2023.

### FISCAL IMPACT

Execution of the Lease Agreement would result in a positive fiscal impact of \$9,072 annually in rent revenue for the General Fund in the first year and \$11,496 by year five. In addition to annual rent, the Lessee will pay utilities for the space.

### 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.

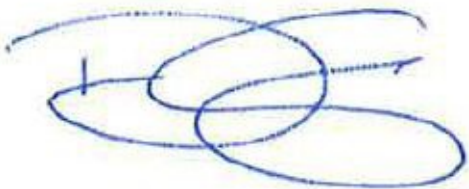
### CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world  
Goal D - Enhance economic vitality

Respectfully Submitted,

Gina McColl, Economic Development Analyst

Melissa Anguiano, Economic Development Director



---

Dominick Casey, City Manager

**ATTACHMENTS:**

**Description**

Resolution 23-326

Lease Agreement

CEQA Exemption

RESOLUTION NO. 23-326

APPROVING A LEASE AGREEMENT AND MEMORANDUM OF LEASE, BY AND  
BETWEEN THE CITY OF ROSEVILLE AND FATHOM CELLARS, LLC, AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF  
THE CITY OF ROSEVILLE

WHEREAS, a Lease Agreement and Memorandum of Lease, for the property located at 201 Pacific Street, 2<sup>nd</sup> Floor, in the City of Roseville, CA, by and between the City of Roseville and Fathom Cellars, LLC has been reviewed by the Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

## LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement” or “Lease”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (“Commencement Date”), by and between the City of Roseville, a municipal corporation (“LANDLORD”), and Fathom Cellars, LLC a Colorado limited liability company (“TENANT”). LANDLORD and TENANT may be referred to herein collectively as the “Parties,” or each individually as a “Party.”

## RECITALS

WHEREAS, LANDLORD owns a building known as the Roseville Intermodal/Railroad Station, located at 201 Pacific Street, Roseville, California (APN 012-120-002) (the “Building”); and

WHEREAS, the Parties desire that TENANT lease from LANDLORD approximately 1,008 square feet on the second floor of the Building (the “Premises”); and

WHEREAS, the Parties intend to enter into a lease agreement for the Premises pursuant to the terms and conditions stated herein.

NOW, THEREFORE, the Parties agree as follows:

## ARTICLE I: LEASE OF PREMISES

1.1. Lease. LANDLORD hereby grants to TENANT the exclusive right to utilize the Premises, subject to the terms and conditions of this Lease. In addition to TENANT’s rights to use and occupy the Premises as hereinafter specified, TENANT shall have non-exclusive rights to any utility raceways or conduits of the Building contained within the Premises, and shall have limited rights to the interior building common areas or exterior walls of the Building.

1.2. Term. The initial term of this Lease shall be sixty (60) months, and shall commence upon the Commencement Date and terminate at the end of sixty (60) months (the “Term”).

1.3 Lease Buy-out. LANDLORD agrees to provide TENANT with an option to terminate its lease before the end of the Term, contingent upon TENANT providing a sixty (60) day notice to LANDLORD. In the event that TENANT terminates this Lease prior to the end of the Term, TENANT (a) agrees to forfeit its security deposit noted below in Section 2.2 and (b) shall make a payment to LANDLORD in the amount of one thousand nine hundred sixteen dollars (\$1,916), which is equivalent to two (2) months of rent commensurate to the rental rate outlined in Section 2.1 for months 49-60.

1.4 First Right of Refusal – First Floor Space. In the event that the first floor of the Building becomes available for lease during the Term of this Lease, TENANT shall have a one-time First Right of Refusal to lease such space. Upon receipt of notice to TENANT by LANDLORD that the space is available for lease, which notice shall also set forth the current market rate for such space, TENANT shall have three (3) business days to respond in writing to LANDLORD if TENANT desires to lease the additional space at that current market rate. If LANDLORD does not receive such written notice from TENANT of TENANT's acceptance to lease the entirety of the offered space at the current market rate, the First Right of Refusal will thereafter become null and void. This First Right of Refusal shall be subordinate to any previously granted rights to others to lease the space as described herein.

## **ARTICLE II: RENT, SECURITY DEPOSIT, TENANT IMPROVEMENTS**

2.1. Rent. TENANT shall pay rent based on the following schedule ("Rent Schedule") based upon an estimated 1,008 square feet, which square footage represents the second floor of the Building:

| <u>Months</u> | <u>Rent Amount Per Square Foot</u> | <u>Monthly Rent</u> |
|---------------|------------------------------------|---------------------|
| 1-12          | \$0.75                             | \$756               |
| 13-24         | \$0.80                             | \$806               |
| 25-36         | \$0.85                             | \$857               |



|       |        |       |
|-------|--------|-------|
| 37-48 | \$0.90 | \$907 |
| 49-60 | \$0.95 | \$958 |

The rent shall be payable monthly, in advance and on the first day of each calendar month thereafter to LANDLORD, at the following address: 311 Vernon Street, Roseville, CA 95678 Attn: Finance. If the Commencement Date is on a date other than the first of the month, rent shall be prorated for the number of days remaining in the month. If any rent payment is not received by CITY on or before the tenth (10th) day of the month, it shall be deemed delinquent. Delinquent amounts shall be subject to a monthly late charge at the rate of five percent (5%) of the total delinquent amount, and without limitation to LANDLORD's other rights and remedies under this Lease. Monthly rent shall be increased on the first day of the calendar month as specified in the Rent Schedule throughout the Term.

2.2. Security Deposit. By the Commencement Date, TENANT shall pay to LANDLORD a security deposit in the total amount of \$1,512. The security deposit shall be held by LANDLORD as security for the faithful performance by TENANT of all the terms, covenants, and conditions of this Lease to be kept and performed by TENANT during the term hereof. If TENANT defaults with respect to any provision of this Lease, including, but not limited to the provisions relating to the payment of rent, LANDLORD may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any amount which LANDLORD may spend or become obligated to spend by reason of TENANT's default, or to compensate LANDLORD for any other loss or damage which LANDLORD may suffer by reason of TENANT's default. If any portion of said deposit is used or applied, TENANT shall, within five (5) calendar days after written demand therefore, deposit cash with LANDLORD in an amount sufficient to restore the security deposit to its original amount and TENANT's failure to do so shall be a default under this Lease.

LANDLORD shall not be required to keep this security deposit separate from its general funds, and TENANT shall not be entitled to interest on such deposit. If TENANT shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to TENANT (or, at LANDLORD's option, to the last assignee of TENANT's interest hereunder) within thirty (30) calendar days following the expiration of the Lease term.

### **ARTICLE III: OBLIGATIONS OF PARTIES**

3.1. Landlord's Obligations. LANDLORD agrees to provide TENANT the following and makes the following disclosures to TENANT:

a. LANDLORD warrants that to the best of its knowledge the improvements on the Premises comply with the applicable building codes, laws, covenants, or restrictions of record, regulations, and ordinances ("Applicable Requirements") that were in effect at the time that each improvement, or portion thereof, was constructed. LANDLORD agrees to be responsible for continuing to ensure compliance with Applicable Requirements and for remediating any health hazards in the Building, except for those conditions caused (directly or indirectly) as a result of TENANT's activities, or failure to act where TENANT had a duty to act, in which case TENANT shall be responsible for all costs associated with compliance or remediation. The Premises will be delivered in an "As Is" condition. Any warranty provided in this section does not apply to the use to which TENANT will put in the Premises, modifications which may be required by the Americans with Disabilities Act ("ADA") or any similar laws as a result of TENANT's use made or to be made by TENANT. TENANT is responsible for determining whether or not Applicable Requirements, and especially the zoning are appropriate for TENANT's intended use.

b. Nonexclusive use of available public surface lots, provided such use relates to uses approved under Article VII. TENANT shall not be granted reserved, dedicated, or exclusive rights to said public parking owned or controlled by LANDLORD.

c. LANDLORD agrees to be responsible for ensuring compliance with the ADA within the Common Areas (as defined in Article VII) of the Building.

d. LANDLORD shall be responsible for maintenance, repair and rehabilitation of the Building, including heating, ventilation and air conditioning systems, exterior shell roof, exterior lighting, landscaping, parking lot, refuse service, restroom cleaning (three (3) days per week) and building alarm system.

3.2. Tenant's Obligations. TENANT's obligations are as follows:

a. TENANT shall, at its own expense, maintain in good condition any portions of the Premises which are its responsibility to maintain under this Lease.

b. TENANT shall be liable for any damage to the Building or Premises resulting from the acts or omissions of TENANT, its authorized representatives, sublessees or any of their invitees. Any damage to LANDLORD's Building or Premises caused by TENANT, its employees, invitees, and/or agents shall be promptly repaired at the sole cost and expense of TENANT. If TENANT fails to begin to make any such required repairs to the Building or Premises within sixty (60) calendar days upon notice by LANDLORD, LANDLORD may, at its option, cause such repairs to be made and demand reimbursement from TENANT, which TENANT shall pay within thirty (30) calendar days of the statement. Any maintenance or repair work to the Building or Premises shall first be coordinated with LANDLORD prior to commencement and shall be permitted only upon written approval of LANDLORD. Maintenance

of unexposed HVAC, electrical, plumbing, and sewage systems which requires entry into bearing or exterior walls, or remodeling of the Premises which requires entry into or moving of bearing walls, shall be at TENANT's sole expense and only after receipt of LANDLORD's written consent.

c. TENANT shall be responsible for ensuring compliance with the ADA within the Premises.

d. TENANT acknowledges that the Building contains another tenant on the first floor which operates a travel agency and that such tenant is entitled to peaceably and quietly enjoy their leased premises. Accordingly, TENANT shall not engage in any activities which shall impair the other Building tenant's rights to peaceably and quietly enjoy their leased premises.

#### **ARTICLE IV: ALTERATIONS**

4.1. Alterations. TENANT shall not make any alterations or modifications to the Building or Premises without LANDLORD's written consent, which consent shall not be unreasonably withheld or delayed. Any such approved alterations made shall remain on and be surrendered with the Premises on expiration or termination of the Lease. LANDLORD shall have the right to require TENANT to remove any and all alterations that TENANT has made to the Premises other than those made with LANDLORD's written consent.

4.2. Commencement of Approved Alterations. If TENANT makes any alterations to the Premises as provided in this Article, such alterations shall not be commenced until five (5) calendar days after LANDLORD has received notice from TENANT stating the date the installation of the alterations is to commence so that LANDLORD can post and record an appropriate notice of non-responsibility.

## **ARTICLE V: MECHANICS' LIENS**

5.1. Mechanics' Liens. TENANT shall keep the Premises free and clear of all mechanics' liens (including stop payment notices) resulting from construction done by TENANT or any person or entity authorized by TENANT.

5.2. Right to Contest. TENANT shall have the right to contest the correctness or the validity of any such lien if, immediately on demand by LANDLORD, TENANT procures and records a lien release bond issued by a corporation authorized to issue surety bonds in California in an amount equal to one and one-half times the amount of the claim of lien. The bond shall meet the requirements of Civil Code § 8424 and shall provide for the payment of any sum that the claimant may recover on the claim (together with costs of suit, if it recovers in the action).

## **ARTICLE VI: RELOCATION ASSISTANCE**

6.1. Waiver of Relocation Assistance. TENANT hereby acknowledges that TENANT is not entitled to, and hereby waives, any relocation assistance under Government Code Section 7260, *et seq.*, 25 Cal Code Regs Section 6000, *et seq.*, 42 USC Section 4601, *et seq.*, and 49 CFR pt 24, upon expiration or termination of this Lease, including any Extension thereof.

## **ARTICLE VII: USE OF PREMISES AND COMMON AREAS**

7.1. Use of Premises. TENANT shall use the Premises for the purpose of a 3D printing shop and office and other commonly associated activities and events that are customarily associated with this use.

7.2. Common Areas. TENANT shall have the right of access and egress to the Premises through the portions of the exterior Common Areas.

a. As used in this Lease, "Common Areas" shall mean all areas around the Building which are not leased or held for the exclusive use of TENANT or other tenants, including, but not limited to, parking areas, driveways, sidewalks, loading areas, access roads, corridors,

restrooms and lobby area on the first floor of the Building, stairwell, elevator, landscaping and planted areas, additional parking facilities in the Common Areas, and includes any increases or decreases to Common Area land and/or facilities. The main lobby area and restrooms shall remain open to patrons of rail and bus transit during service times, but a minimum of five (5) days per week, eight (8) hours per day, or as otherwise agreed by LANDLORD in writing. TENANT acknowledges that activities occurring in Common Areas may result in inconvenience to TENANT. Such activities and changes to the Common Areas are permitted if they do not materially affect TENANT's use of the Premises.

b. TENANT shall have the nonexclusive right (in common with other tenants and all others to whom LANDLORD has granted or may grant such rights) to use the Common Areas for the purposes intended, subject to such reasonable rules and regulations as Landlord may establish from time to time, such rules and regulations to be provided to TENANT by commencement of the Lease, provided the same do not materially restrict or interfere with TENANT's permitted use and such rules and regulations are uniformly applied to all tenants. TENANT shall abide by such rules and regulations and shall use its commercially reasonable efforts to cause others who use the Common Areas with TENANT's express or implied permission to abide by LANDLORD's rules and regulations.

c. LANDLORD shall pay all charges associated with maintenance of the Common Areas.

7.3. Security Regulations. TENANT shall comply with all applicable LANDLORD security regulations regarding access to the Premises.

7.4. Installation within Common Areas. TENANT may not install any equipment or fixtures on the Premises or within Common Areas without the prior written consent of

LANDLORD. Any approved installation of equipment or fixtures must be removed within thirty (30) calendar days after the expiration or termination of this Lease.

7.5. Reserved.

7.6. Waste. TENANT shall not use the Premises or Common Areas in any manner that will constitute waste, nuisance, or unreasonable annoyance to the public or owners or occupants of adjacent properties.

7.7. Damage to Property. TENANT shall not do anything on the Premises and Common Areas that will cause material damage to such property. TENANT shall be liable for material damage pursuant to Section 3.2(b).

7.8. Signage. TENANT may, at its sole expense, cause to be installed wall and/or window signage, at LANDLORD's sole discretion. All signage, including window signs, shall be subject to review and approval by LANDLORD, and shall comply with the applicable provisions of the City of Roseville Municipal Code, as may be amended from time to time. Upon expiration/termination of the Lease, such signage shall be removed and the Building returned to original condition, excepting ordinary wear and tear.

#### **ARTICLE VIII: LANDLORD'S ENTRY ON PREMISES**

8.1. Right of Entry. LANDLORD and its authorized representatives shall have the right to enter the Premises and Common Areas at all reasonable times, and following reasonable notice to the TENANT, for any of the following purposes:

a. To determine whether the Premises is in good condition and whether TENANT is complying with its obligations under this Lease;

b. To do any necessary maintenance and to make any restoration or repair to the Premises that LANDLORD has the right or obligation to perform;

c. To serve, post, or keep posted any notices required or allowed under the provisions of this Lease.

8.2. No Liability. LANDLORD shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of LANDLORD's entry on the Premises as provided in this Article, except damage resulting from the acts or omissions of its authorized representatives.

8.3. No Rent Abatement. TENANT shall not be entitled to an abatement or reduction of rent if CITY exercises any rights reserved in this Article. TENANT may request rent abatement from LANDLORD in the event the Premises are inaccessible and/or unusable by TENANT for a period of time exceeding ten (10) calendar days in one month due to unforeseen or critical improvements that are required at the Premises.

#### **ARTICLE IX: TAXES, ASSESSMENTS AND UTILITIES**

9.1. Payment of Real Property Taxes. TENANT shall pay all real property taxes attributable to the Premises and business operations including, but not limited to, possessory interest tax, business personal property tax, assessments, general or special taxes levied and assessed against the Premises, that may become payable during the Term. TENANT understands that its interest created by this Lease may be subject to a possessory interest tax pursuant to California Revenue and Taxation Code Sections 107 and 107.6 that impose an ad valorem property tax on possessory interests created in tax exempt property. TENANT understands that any such tax payment shall not reduce any sum due LANDLORD hereunder, and that any such tax shall be the sole liability and responsibility of TENANT. Any taxes due shall be in amounts determined by taxing agencies and will be billed directly to TENANT.



9.2. Payment for Utilities. TENANT shall be responsible for the payment of the following utilities associated with the Premises: electricity, gas, telephone, internet connection and/or cable/satellite television service. Such charges will be billed directly to TENANT.

9.3. Interruption in Utility Services. LANDLORD shall not be liable to TENANT for any losses or damages of any kind or character that result from outages, interruptions or fluctuations in utility services provided to TENANT.

## **ARTICLE X: INDEMNIFICATION**

10.1. Indemnification. LANDLORD shall not be liable to TENANT for any damage to third persons, TENANT or TENANT's property from any cause. TENANT waives all claims against LANDLORD for damage to persons or property arising for any reason, except that LANDLORD shall be liable to TENANT for damage to TENANT resulting from the intentional acts or active negligence of LANDLORD or its authorized representatives.

To the fullest extent allowed by law, TENANT shall defend, indemnify, and save and hold harmless LANDLORD, 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 TENANT's, including but not limited to, its contractors, agents, staff, and invitees, willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Lease, except those matters arising from LANDLORD's active negligence or intentional misconduct. The parties intend that this provision shall be broadly construed.

TENANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Lease for the full period of time allowed by law. The defense and

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

## **ARTICLE XI: INSURANCE**

11.1. Tenant's Insurance Requirements. TENANT at its cost shall maintain the following insurance policies: (a) commercial general liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, with such endorsements as LANDLORD may reasonably require. All general liability insurance shall insure performance by TENANT of the indemnity provisions of Article X; (b) Workers' Compensation with statutory limits.

11.2. Additional Insureds. TENANT shall also provide a separate endorsement form or section of the policy showing LANDLORD, 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 TENANT. The additional insured coverage under TENANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from TENANT'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: (a) the minimum coverage and limits specified in this Lease; or (b) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

11.3. Annual Review. On an annual basis, LANDLORD shall have the right to review all insurance coverage required by this Lease. If, in the opinion of LANDLORD's Risk Manager the amount of general liability, property damage and any other applicable insurance coverage at

that time is not adequate, TENANT shall increase the insurance coverage as reasonably required by LANDLORD's Risk Manager.

11.4. Personal Property. TENANT, at its cost, shall maintain on all its personal property, TENANT's improvements installed or constructed by TENANT, and alterations made by TENANT, in, on, or about the Premises, a policy of standard fire and extended coverage insurance, to the extent of at least one hundred percent (100%) of the actual cash value of such property. The proceeds from any such policy shall be used by TENANT for the replacement of personal property and the restoration of TENANT installed or constructed improvements or alterations.

11.5. Additional Requirements. All the insurance required under this Lease shall:

- a. Be issued as a primary policy.
- b. Contain an endorsement requiring ten (10) calendar days' written notice from the insurance company to LANDLORD before cancellation or change in the coverage, scope, or amount of any policy.
- c. Be evidenced by a certificate of insurance in a form consistent with the requirements of this Article.
- d. The limits of insurance required in this Lease 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 LANDLORD (if agreed to in a written contract) before LANDLORD's own insurance shall be called upon to protect it as a named insured.

e. TENANT agrees to include in its contracts with all contractors the same requirements and provisions of this Lease, including the indemnity and insurance requirements, to the extent they apply to the scope of the contractor's work. Furthermore, TENANT shall require its contractors to agree to be bound to TENANT and LANDLORD in the same manner and to the same extent as TENANT is bound to LANDLORD under this Lease. Additionally, TENANT shall obligate its contractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of LANDLORD's indemnity and insurance provisions will be furnished to the contractor upon request. The term "contractor" additionally includes subcontractors of any tier.

f. All self-insured retentions ("SIR") must be disclosed to the City of Roseville's Risk Manager 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 LANDLORD. LANDLORD reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve TENANT of liability in excess of such coverage, nor shall it preclude LANDLORD from taking such other actions as are available to it under any other provisions of this Lease or law.

11.6. Landlord's Insurance Requirements. LANDLORD shall maintain a policy of insurance covering the replacement cost of the Building and Premises during the term of the Lease. During the Lease Term, LANDLORD shall maintain a policy of contractual liability coverage and commercial general liability insurance (sometimes known as broad form comprehensive general

liability insurance) insuring LANDLORD against liability for bodily injury, property damage and personal injury arising out of LANDLORD's ownership, operation, use or occupancy of the Building.

## **ARTICLE XII: HAZARDOUS MATERIALS**

12.1. Handling of Hazardous Materials. TENANT agrees that any and all handling, transportation, storage, treatment, disposal, or use of hazardous materials by TENANT in or about the Premises shall strictly comply with all applicable local, state and federal environmental laws and regulations. TENANT will not use or allow the use of the Premises in a manner that may cause hazardous materials to be released or to become present on, under, or about the Premises or other properties in the vicinity of the Premises. If the presence of hazardous materials on the Premises caused or permitted by TENANT results in the contamination or deterioration of the Premises or any water or soil beneath the Premises, TENANT shall promptly take all action necessary to investigate and remedy that contamination. However, unless an emergency situation exists that requires immediate action, LANDLORD's written approval of these actions shall first be obtained, and such approval will not be unreasonably withheld.

12.2. Environmental Indemnification. TENANT shall defend, indemnify, and save and hold harmless LANDLORD, its officers, agents, employees and volunteers and each of their respective successors and assigns (individually and collectively) from all claims, judgments, causes of action, damages, penalties, fines, taxes, costs, liabilities, losses, and expense arising (directly or indirectly) as a result of or in connection with TENANT's breach of any prohibition or provisions of this Lease, or the presence of any hazardous materials that migrate from the Premises to other properties, as a result (directly or indirectly) of TENANT's activities, or failure to act where TENANT had a duty to act, on or in connection with the Premises.

This obligation by TENANT to defend, indemnify, and save and hold harmless LANDLORD includes, without limitation, costs and expenses incurred for or in connection with any investigation, clean up, remediation, monitoring, removal, restoration, or closure work required because of any hazardous materials present on, under or about the Premises; the costs and expenses or restoring, replacing, or acquiring the equivalent of damaged natural resources if required under any local, state or federal environmental law or regulation; all foreseeable consequential damages; all reasonable damages for the loss or restriction on use of rentable or usable space of any amenity of the premises; all reasonable sums paid in settlement of claims; reasonable attorney's fees; litigation, arbitration, and administrative proceeding costs; and reasonable expert, consultant, and laboratory fees. Neither the written consent of LANDLORD to the presence of hazardous materials on or under the Premises, nor the strict compliance by TENANT of all environmental laws and regulations, will excuse TENANT from the indemnification obligation. This indemnity will survive the expiration or termination of this Lease.

12.3. Hazardous Materials Defined. As used in this Article, the term "hazardous materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism, or combination that is or may be hazardous to human health or to the safety of the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness, or other harmful or potentially harmful properties or effects, including, without limitation, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms, or combinations that are now or become in the future listed, defined, or regulated in any manner by any local, state or federal environmental law or regulation based upon, directly or indirectly, their properties or effects.

### **ARTICLE XIII: CONDEMNATION**

13.1. Termination due to Condemnation. If the Premises is taken in entirety by condemnation by LANDLORD, this Lease shall terminate as of the date of taking.

13.2. Condemnation of Portion of Premises. If a portion of the Premises is taken by condemnation by LANDLORD, this Lease shall remain in effect, except that TENANT may elect to terminate this Lease if twenty-five (25 %) percent or more of the total square feet in the Premises is taken. Furthermore, the amount of rent shall be reduced by the loss of the portion of the Premises resulting from condemnation.

### **ARTICLE XIV: ASSIGNMENT OR SUBLEASE**

14.1. Consent for Assignments and Subleases. TENANT shall not assign or encumber its interest in this Lease or in the Premises, or sublease all or any part of the Premises without LANDLORD'S prior written consent, which consent shall not be unreasonably withheld or delayed. Any assignment, encumbrance, or sublease without LANDLORD's written consent shall be voidable and, at LANDLORD's election, shall constitute an event of default of this Lease. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of any provision of this Lease. Notwithstanding the provisions of the above, TENANT may assign this Lease or sublet the Premises or any portion thereof, without LANDLORD's consent, to any entity which controls, is controlled by or is under common control with TENANT, or to any entity resulting from a merger or consolidation with TENANT, or to any person or entity which acquires all the assets of TENANT's business as a going concern, provided that: (a) the assignee or sublessee assumes, in full, the obligations of TENANT under this Lease; (b) TENANT remains fully liable under this Lease; and (c) TENANT gives written notice to LANDLORD of such assignment or sublease.

14.2. No Assignments by Operation of Law. No interest of TENANT in this Lease shall be assignable by operation of law (including, without limitation, the transfer of this Lease by testacy or intestacy). Each of the following acts shall be considered an assignment unauthorized by LANDLORD:

a. If TENANT is or becomes bankrupt or insolvent, makes or attempts to make an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which TENANT is the bankrupt party;

b. If a writ of attachment or execution is levied on this Lease;

c. If, in any proceeding or action to which TENANT is a party, a receiver is appointed with authority to take possession of the Premises.

14.3. Unauthorized Assignments. An unauthorized assignment shall constitute a default by TENANT and LANDLORD shall have the right to elect to terminate this Lease, in which case this Lease shall not be treated as an asset of TENANT.

## **ARTICLE XV: WAIVER**

15.1. No General Waivers. No delay or omission in the exercise of any right or remedy of LANDLORD on any default by TENANT shall impair such a right or remedy or be construed as a waiver.

15.2. Acceptance of Delinquent Rent not Waiver. The receipt and acceptance by LANDLORD of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved.

15.3. No Acceptance of Surrender of Premises. No act or conduct of LANDLORD, including, without limitation, the acceptance, of the keys to the Premises, shall constitute an acceptance of the surrender of the Premises by TENANT before the expiration of the term. Only



a notice from LANDLORD to TENANT shall constitute acceptance of the surrender of the Premises and accomplish a termination of the Lease, subject to damages for breach of contract.

15.4. Consent not Waiver. LANDLORD's consent to or approval of any act by TENANT requiring LANDLORD's consent or approval shall not be deemed to waive or render unnecessary LANDLORD's consent to or approval of any subsequent act by TENANT.

15.5. Waiver in Writing. Any waiver by LANDLORD of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

#### **ARTICLE XVI: RECORDATION**

16.1. Recordation of Lease. This Lease or Memorandum of Lease, subject to the discretion of the City Clerk and City Attorney, shall be recorded against the Premises prior to TENANT taking physical possession of the Premises. A form Memorandum of Lease is set forth in Exhibit B, attached hereto and incorporated herein.

#### **ARTICLE XVII: SURRENDER OF PREMISES; HOLDING OVER**

17.1. Surrender at Termination. On expiration or not later than ten (10) calendar days after termination of the Term, TENANT shall return the Premises to its original condition, normal wear and tear excepted, and surrender to LANDLORD the Premises and all TENANT's improvements and alterations in good condition, except for ordinary wear and tear and except for alterations that TENANT has the right to remove or is obligated to remove under the provisions of this Lease. TENANT shall remove all its personal property within the above stated time. TENANT shall perform all restoration made necessary by the removal of any alterations or TENANT's personal property within the time periods stated in this paragraph.

All movable partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment located in the Building and acquired by or for the

account of TENANT, without expense to LANDLORD, which can be removed without structural damage to the Building, and all furniture, furnishings and other articles of movable personal property owned by TENANT and located in the Premises (collectively "TENANT's Property") shall be and shall remain the property of TENANT and may be removed by TENANT at any time during the Term; provided that if any of TENANT's Property is removed, TENANT shall promptly repair any damage to the Premises or to the Building resulting from such removal.

17.2. Disposition of Personal Property. LANDLORD can elect to retain or dispose of in any manner any alterations or TENANT's personal property that TENANT does not remove from the Premises upon expiration or termination of the Term as allowed or required by this Lease by giving at least ten (10) calendar days' notice to TENANT. Title to any such alterations or TENANT's personal property that LANDLORD elects to retain or dispose of upon expiration of the ten (10) calendar day period shall be deemed vested in LANDLORD. TENANT waives all claims against LANDLORD for any damage to TENANT resulting from LANDLORD's retention or disposition of any such alterations or TENANT's personal property. TENANT shall be liable to LANDLORD for LANDLORD's costs for storing, removing, and disposing of any alterations or TENANT's personal property.

17.3. Hold Harmless. If TENANT fails to surrender the Premises to LANDLORD on expiration or termination of the term as required by this Article, TENANT shall hold LANDLORD harmless from all damages resulting from TENANT's failure to surrender the Premises, including, without limitation, claims made by a succeeding TENANT resulting from TENANT's failure to surrender the Premises.

17.4. Holdover Rights. TENANT shall have the right to holdover for up to three (3) months after expiration or termination of the Initial Term or an Extension. Such holdover shall be upon the same terms and conditions as this Lease except that rent shall be one-hundred and

twenty-five percent (125%) of the last month's rental amount at the end of the Term or Extension. In order to exercise this right, TENANT shall give LANDLORD four (4) months prior written notice of its exercise of this right.

### **ARTICLE XVIII: NOTICE**

18.1. Notice. Any consent, approval, or communication that either party desires or is required to give the other party shall be in writing and may be delivered personally or by deposit in the U.S. mail, first class postage prepaid, addressed as follows:

**LANDLORD**

City of Roseville  
City Manager  
311 Vernon Street  
Roseville, CA 95678

**TENANT**

Fathom Cellars, LLC  
Attn: Eric Goggans  
8113 Basswood Way  
Citrus Heights, CA 95621

With a copy to:

City of Roseville  
City Attorney  
311 Vernon Street  
Roseville, CA 95678

18.2. Change of Address. Either party may change its address by giving notice of the change of address to the other party. Notice shall be deemed received forty-eight (48) hours after the time of mailing, if mailed as provided in this section.

### **ARTICLE XIX: TERMINATION**

19.1. Material Default. Any of the following events shall constitute a material default (or event of default) and breach of this Lease by TENANT:

a. Abandonment or vacation of the Premises or any substantial portion thereof (failure to occupy and operate the Premises for ten (10) consecutive calendar days without LANDLORD's consent shall be deemed an abandonment and vacation).

b. The making by TENANT of any general assignment or general arrangement for the benefit of creditors; or the filing by or against TENANT of a petition to have TENANT adjudged a bankrupt or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against TENANT, the same is dismissed within thirty (30) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of TENANT's assets located at the Premises or of TENANT's interest in this Lease, where possession is not restored to TENANT within thirty (30) calendar days; or the attachment, execution or other judicial seizure of substantially all of TENANT's interest in this Lease, where such seizure is not discharged in thirty (30) calendar days.

c. If TENANT has not complied in good faith with the terms and conditions of this Lease, LANDLORD may declare a default of this Lease. LANDLORD shall give TENANT a written notice of the default, after which TENANT shall cure the default within thirty (30) calendar days. If TENANT does not cure the default within thirty (30) calendar days, LANDLORD may terminate this Lease immediately.

d. If TENANT fails to pay rent, and/or any other amount due and payable hereunder upon the date when such payment is due, such failure continuing for a period of ten (10) business days following written notice from LANDLORD specifying the alleged default ("Payment Cure Period"), LANDLORD may terminate the Lease. In the event that LANDLORD does not receive payment during the Payment Cure Period, this Lease shall, at the option of LANDLORD, immediately terminate.

e. If TENANT violates any applicable law, rule, statute, ordinance, order, or regulation applicable to TENANT's use of the Premises and does not cure such violation within

thirty (30) calendar days of the date of the notice from the LANDLORD to TENANT, LANDLORD may immediately terminate this Lease.

19.2. Landlord's Rights and Remedies. In addition to the remedies identified herein, upon the occurrence of a default (or event of default) by TENANT to perform or observe any material obligation of this Lease (after the expiration of all applicable notice and cure periods), LANDLORD shall be entitled to the following rights and remedies in addition to all other available rights and remedies:

a. Subject to expiration of all applicable notices and cure periods, LANDLORD shall have the right to terminate this Lease, and at any time thereafter recover possession of the Premises and expel therefrom TENANT and repossess the Premises without prejudice to any other available remedies by reason of TENANT's default.

b. This Lease shall continue in effect for so long as LANDLORD does not terminate TENANT's right to possession, and LANDLORD may enforce all of its rights and remedies under this Lease, including without limitation the right to recover the rent as it becomes due without terminating this Lease.

c. Notwithstanding anything to the contrary, in the event that TENANT cannot reasonably cure the default within the cure period, but TENANT has commenced to cure the default within the cure period, then LANDLORD shall have no right to terminate the Lease, so long as the default is eventually cured within a reasonable period of time.

19.3. Landlord's Default. If LANDLORD fails to perform any covenant, condition or agreement contained in this Lease within thirty (30) calendar days after receipt of written notice from TENANT specifying such default, or if such default cannot reasonably be cured within thirty (30) calendar days and LANDLORD fails to commence to cure within that thirty (30) calendar day period, then LANDLORD shall be liable to TENANT for any actual damages sustained by

TENANT as a result of LANDLORD's breach. If, after notice to LANDLORD of default, LANDLORD (or any first mortgagee or first deed of trust beneficiary of LANDLORD) fails to cure the default as provided herein, then TENANT shall have the right to cure that default at LANDLORD's expense. TENANT, at TENANT's election, shall have the right to withhold, reduce or offset any amount against any payments of rent or any other charges due and payable under this Lease.

19.4 Termination for Convenience. LANDLORD may terminate this Lease for convenience provided that sixty (60) days advance written notice of such termination is provided to TENANT.

## **ARTICLE XX: MISCELLANEOUS PROVISIONS**

20.1. No Partnership or Joint Venture. LANDLORD shall not become or be deemed a partner or a joint venture with TENANT by reason of any provisions of this Lease.

20.2. Access to Records. Duly authorized representatives of LANDLORD shall have right of access during normal business hours to TENANT's files and records relating to the use of the Premises, and may review the files and records at appropriate stages during TENANT's use of the Premises.

20.3. Modifications. This Lease and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the Parties.

20.4. Compliance with Laws. TENANT will comply with all federal, state and local laws, ordinances and policies as may be applicable to TENANT's use of the Premises under this Lease.

20.5. Attorneys' Fees; Venue; Governing Law. If either Party commences any legal action against the other party arising out of this Lease 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 attorneys' fees. Any action arising out of this Lease shall be brought in Placer County, California, regardless of where else venue may lie. This Lease shall be governed by and construed in accordance with the laws of the State of California.

20.6. Force Majeure. If the performance under this Lease is prevented, restricted or interfered with by reason of lightning, earthquake or other act of God, embargoes, government ordinances or requirements, civil or military authorities, power outages or brownouts, or mechanical, electronic or communications failures, or other causes beyond the reasonable control of the Party whose performance is affected (excluding financial condition, labor shortage, negligence or willful misconduct), then the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-for-day basis and the other party will similarly be excused from related performance; provided that the Party so affected shall use reasonable efforts to avoid or remove such causes of non-performance and both Parties shall proceed to perform their obligations with dispatch whenever such causes are removed or cease.

20.7. Integration. This is an integrated Lease, and contains all of the terms, considerations, understanding and promises of the Parties. It shall be read as a whole.

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

20.9. Quiet Enjoyment. TENANT, upon paying the rent and performing all of its obligations under this Lease, shall peaceably and quietly enjoy the Premises, subject to the terms of

this Lease and to any mortgage, lease, or other agreement to which this Lease may be subordinate; provided, however, that TENANT acknowledges that the Premises is in the direct vicinity of the Union Pacific Railroad railyard, and therefore the Premises is subject to frequent noise, vibration, smoke and dust associated with railyard activity.

20.10. Governing Agreement. In the event of any conflict between this Lease and its exhibits, the provisions of this Lease shall govern.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation has authorized the execution of this Lease 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 \_\_\_\_\_, 2022, and TENANT has caused this Lease to be executed.

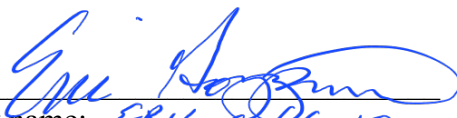
**LANDLORD:**

CITY OF ROSEVILLE, a  
municipal corporation:

BY: \_\_\_\_\_  
DOMINICK CASEY  
City Manager

**TENANT:**

Fathom Cellars, LLC, a  
Colorado limited liability company

BY:   
Print name: ERIC ADKINS  
Title: CEO



ATTEST:

BY: \_\_\_\_\_  
CARMEN AVALOS  
City Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
MICHELLE SHEIDENBERGER  
City Attorney

APPROVED AS TO SUBSTANCE:

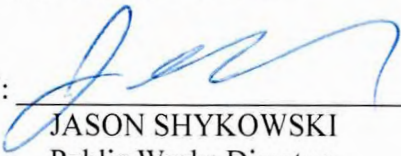
BY:  \_\_\_\_\_  
JASON SHYKOWSKI  
Public Works Director

EXHIBIT LIST:

A. Memorandum of Lease

## **EXHIBIT A**

### Memorandum of Lease

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 Fathom Cellars, LLC, a Colorado limited liability company (hereinafter "TENANT"), who agree as follows:

1. LANDLORD leases to TENANT and TENANT leases from LANDLORD space within a building on real property located in the City of Roseville, County of Placer, State of California, Assessor's Parcel Number 012-120-002, as more particularly shown in **Exhibit A** attached hereto and incorporated by reference herein (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 a period of sixty (60) months, unless extended or 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.

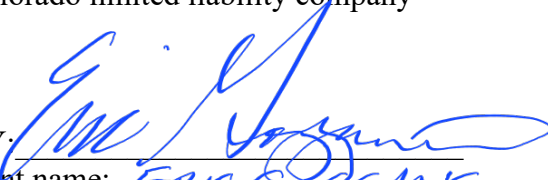
**LANDLORD:**

CITY OF ROSEVILLE, a  
municipal corporation:

BY: \_\_\_\_\_  
DOMINICK CASEY  
City Manager

**TENANT:**

Fathom Cellars, LLC, a  
Colorado limited liability company

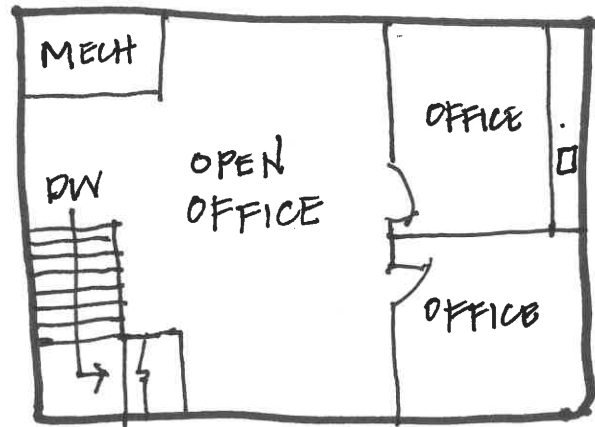
BY:  \_\_\_\_\_  
Print name: ERIC GARGAN  
Title: CEO

[NOTARIZATION OF SIGNATURES REQUIRED]

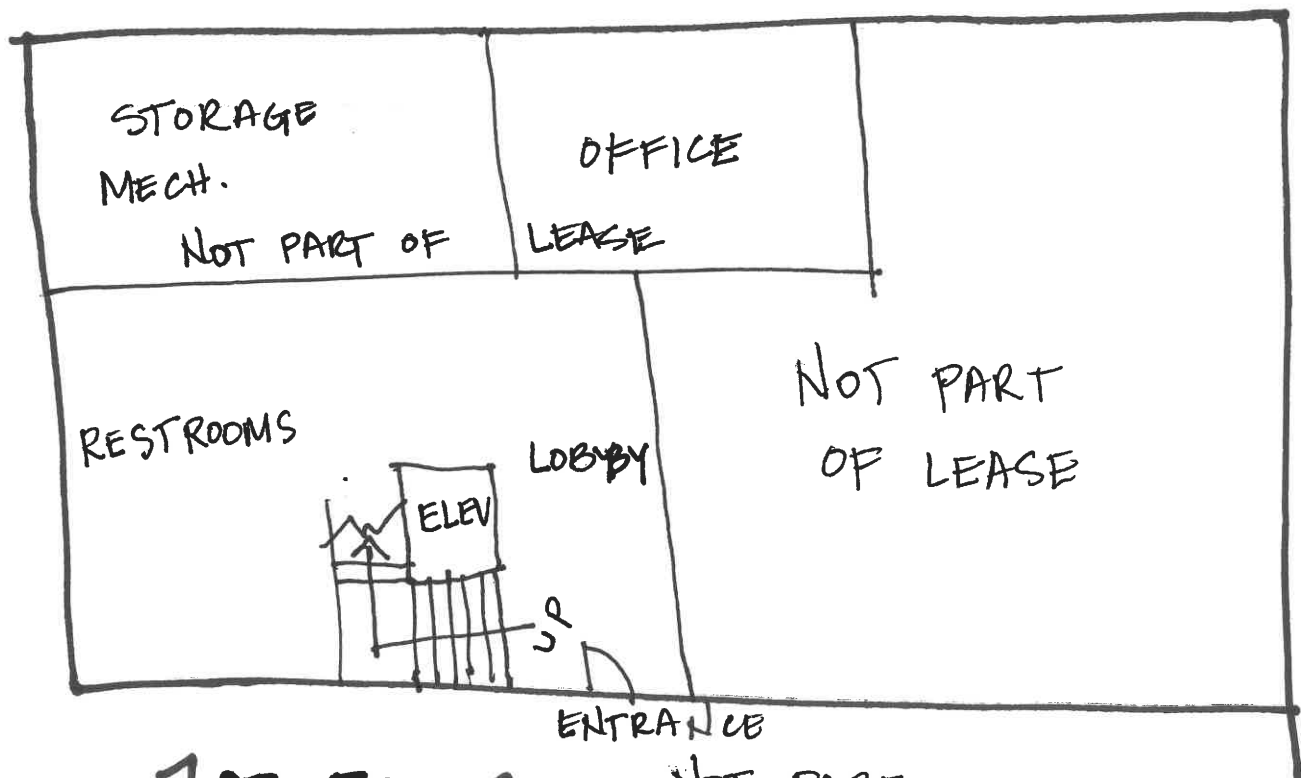
**Exhibit A**  
**to Memorandum of Lease**  
**Legal Description**

## EXHIBIT A

Second floor of APN 012-120-002-000, addressed 201 Pacific Street, with access to the second floor provided via the common lobby, interior stairwell and elevator. The approximately 1,008 square feet second floor leased space includes an open office area and two additional enclosed office spaces, one with a sink.



2ND FLOOR



1ST FLOOR

- NOT PART LEASE  
EXCEPT ENTRANCE AND COMMON  
RESTROOMS, STAIRWELL AND  
ELEVATOR



## 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:** 201 Pacific Street – Lease Agreement

**Project Location(s):** 201 Pacific Street (APN 012-120-002-000), Roseville, CA

**Project Description:** The project is a 5-year lease agreement for the approximately 1,000-square foot vacant second floor space of the Roseville Train Station located at 201 Pacific Street.

**Public Agency Approving Project:** Roseville City Council

**Agency/Individual Carrying Out Project:** City of Roseville City Manager's Office/Economic Development

**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 public or private structures,...facilities... involving negligible or no expansion of existing or former use... Examples include but are not limited to: (a) Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances.

The project involves the leasing of an existing public structure or facility, which will have the same purpose and capacity as the existing facilities. Therefore, the Class 1 Exemption is applicable to the proposed project.

**Lead Agency Contact Person:** Gina McColl, City Manager's Office/Economic Development, 311 Vernon Street, Roseville, CA 95678 (916) 774-5452.

Signature: *Jessica Lynch* Date: 7-11-2023  
Jessica Lynch, Environmental Coordinator  
City of Roseville



## COUNCIL COMMUNICATION

**CC #: 2847**  
**File #: 0800-02**

**Title:** Regional Water Authority - Amended and Restated Common Interest, Management Services, and Cost Share Agreement  
**Contact:** Sean Bigley 916-774-5513 sbigley@roseville.ca.us

**Meeting Date: 8/2/2023**  
**Item #: 7.2.**

### RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to authorize the City Manager to execute the Amended and Restated Common Interest, Management Services (CIMS) and Cost-Share Agreement for Coordinated Participation in Proceedings relating to the Sacramento-San Joaquin River Bay Delta.

### BACKGROUND

On December 15, 2013, the cities of Folsom, Roseville, Sacramento, Placer County Water Agency, Sacramento County Water Agency, Sacramento Suburban Water District and the San Juan Water District, entered into a Joint Defense Agreement (JDA) to protect the parties' water rights and water supplies and help facilitate the review, analysis and comment on the state's Bay Delta Conservation Plan (BDCP).

Ultimately, the BDCP effort was abandoned in favor of a new, somewhat similar state proposal branded as "CalWaterFix" and "EcoRestore," which was later renamed as the Delta Conveyance Project.

Since then, these JDA partners have collaborated on the following issues of regional and statewide importance and impact:

- Delta Conveyance Project;
- The State Water Resources Control Board's Bay Delta Water Quality Control Plan and the Voluntary Agreement process;
- The Bureau of Reclamation's Operations Criteria and Plan (OCAP);
- Development and implementation of Biological Opinions related to Central Valley Project (CVP) and State Water Project operations;
- Water Forum's Flow Management Standard;
- Matters related to protect stored water in Folsom Reservoir from unauthorized diversion or use of water;



- Participation in adversarial quasi-legislative or quasi-judicial administrative proceedings; and
- Participation in pre-litigation and litigation activities in state and/or federal courts.

Work done under these amended agreements is confidential and protected under attorney-client privilege.

In 2021, the American River parties terminated the original JDA along with its four amendments and replaced them with a proposed Common Interest Agreement (CIA).

This CIA accompanied the Major Projects Management Services Program (MPMS) that the Roseville City Council approved on December 16, 2020, which contained the reimbursement mechanism and related budget.

Under the approved CIA, the City of Roseville worked as part of a Steering Committee with Carmichael Water District, City of Folsom, City of Sacramento, El Dorado Irrigation District, Golden State Water Company, Placer County Water Agency, Sacramento County Water Agency, Sacramento Suburban Water District, and San Juan Water District, under coordination by the Regional Water Authority (RWA). The CIA dictates the terms of this interagency collaboration and such collaborations are bound by confidentiality to protect the participating agencies and the region's strategic interests.

As part of the approved Major Services Program agreement, RWA hired a Manager of Strategic Affairs to coordinate the region's efforts to defend and protect American River water interests during upcoming proceedings related to the update of the State Water Resources Control Board's Water Quality Control Plan. These proceedings will have profound impacts upon the health of the Lower American River as well as reservoir levels at Folsom Reservoir for many years to come. These proceedings may also offer an alternative pathway towards resolution on this matter through negotiations of Voluntary Agreements with the State of California, water agencies and the Bureau of Reclamation.

On July 8, 2022, the San Juan Water District (SJWD) was sent a letter from the CIA parties informing the SJWD that pursuant to subdivision (b) of Paragraph 5 of the "Common Interest and Cost-Share Agreement for Coordinated Participation: Bay-Delta Water Quality Control Plan Amendments" (CIA), eight of the Water Purveyor Parties, on July 5, 2022, voted to remove SJWD from the CIA. Cause for this removal stemmed from SJWD pursuing an independent advocacy strategy related to Bay-Delta matters, without consultation among the other CIA parties.

This removal of the SJWD required the CIA parties to re-examine the agreements in place to evaluate the confidentiality terms as well as the financial impacts related to the removal of a CIA party, in this case SJWD.

On April 26, 2023, Roseville staff received a letter from the RWA with a new Common Interest Management Services (CIMS) Agreement, which supersedes the former CIA Agreement as well as the MPMS Agreement.

Additionally, Roseville staff received a letter from the RWA on June 8, 2023, which delineated the costs for the program going forward, which reallocates the costs for the remaining parties, given SJWD's ejection from the group.

## FISCAL IMPACT

Roseville's cost for participation in this coordinated effort for FY2023-24 is \$38,961.93. The total cost of the regional effort is \$328,500 with participation by the Carmichael Water District, City of Folsom, City of Roseville, City of Sacramento, El Dorado Irrigation District, El Dorado Water Agency, Golden State Water Company, Placer County Water Agency, Sacramento County Water Agency, Sacramento Municipal Utilities District and Sacramento Suburban Water District.

Roseville's \$38,961.93 share will be paid from the existing budget within the Water Utility Administration FY2023-24 budget, funded from the Water Operations Fund which receives revenue from water utility sales.

## ENVIRONMENTAL REVIEW

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

The proposed Common Interest Management Services (CIMS) Agreement meets the above criteria and is not subject to CEQA. No additional environmental review is required.

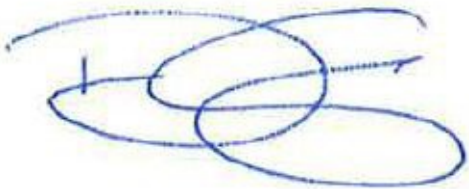
## CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Sean Bigley, Environmental Utilities Assistant Director

Richard Plecker, Environmental Utilities Director



---

Dominick Casey, City Manager

## **ATTACHMENTS:**

### **Description**

Resolution 23-325

CIMS Agreement

Reference - BOSS Agreement

Reference - CIA Agreement

RESOLUTION NO. 23-325

APPROVING THE AMENDED AND RESTATED COMMON INTEREST, MANAGEMENT SERVICES AND COST SHARE AGREEMENT, BETWEEN THE CARMICHAEL WATER DISTRICT, CITY OF FOLSOM, CITY OF ROSEVILLE, CITY OF SACRAMENTO, EL DORADO IRRIGATION DISTRICT, GOLDEN STATE WATER COMPANY, PLACER COUNTY WATER AGENCY, REGIONAL WATER AUTHORITY, SACRAMENTO COUNTY WATER AGENCY, SACRAMENTO SUBURBAN WATER DISTRICT, SACRAMENTO MUNICIPAL UTILITY DISTRICT, AND EL DORADO WATER AGENCY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, on December 15, 2013, the cities of Folsom, Roseville, Sacramento, Placer County Water Agency, Sacramento County Water Agency, Sacramento Suburban Water District and the San Juan Water District, entered into a Joint Defense Agreement (JDA) to protect the parties' water rights and water supplies and help facilitate the review, analysis and comment on the state's Bay Delta Conservation Plan (BDCP); and

WHEREAS, the BDCP was ultimately abandoned, but the JDA partners continued to collaborate on regional and statewide issues; and

WHEREAS, in 2021, the American River parties terminated the original JDA along with its four amendments and replaced them with a proposed Common Interest Agreement (CIA); and

WHEREAS, on July 5, 2022, the CIA parties voted to remove the San Juan Water District from the CIA, which in turn required the other parties to re-examine the agreements in place; and

WHEREAS, the Amended and Restated Common Interest, Management Services and Cost-Share Agreement for Coordinated Participation in Proceedings relating to the Sacramento-San Joaquin River Bay Delta, has been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the Amended and Restated Common Interest, Management Services and Cost-Share Agreement for Coordinated Participation in Proceedings relating to the Sacramento-San Joaquin River Bay Delta is hereby approved, and the City Manager is authorized to execute it on behalf of the City of Roseville.

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

AYES            COUNCILMEMBERS:

NOES           COUNCILMEMBERS:

ABSENT        COUNCILMEMBERS:

---

MAYOR

ATTEST:

---

City Clerk



April 26, 2023

Sean Bigley  
City of Roseville  
2005 Hilltop Circle  
Roseville, CA 95747

Tony Firenzi, Chair  
Brett Ewart, Vice Chair

**Members**

California American Water  
Carmichael Water District  
Citrus Heights Water District  
Del Paso Manor Water District  
El Dorado Irrigation District  
Elk Grove Water District  
Fair Oaks Water District  
Folsom, City of  
Georgetown Divide Public Utility District  
Golden State Water Company  
Lincoln, City of  
Nevada Irrigation District  
Orange Vale Water Company  
Placer County Water Agency  
Rancho Murieta Community Services District  
Roseville, City of  
Sacramento, City of  
Sacramento County Water Agency  
Sacramento Suburban Water District  
San Juan Water District  
West Sacramento, City of  
Yuba City, City of

**Associates**

County of Placer  
El Dorado County Water Agency  
Sacramento Area Flood Control Agency  
Sacramento Municipal Utility District  
Sacramento Regional County Sanitation District  
Yuba Water Agency

**Subject: Clarification on Common Interest, Management Services, and Cost-Share Agreement for Coordinated Participation in Proceedings Relating to the Sacramento-San Joaquin River Bay Delta (CIMS Agreement)**

**Dear CIMS Agreement Participant:**

Thank you for your continued support of services provided by RWA, including those related to proceedings such as the Bay-Delta Water Quality Control Plan, the Long-term Operation of the Central Valley Project and State Water Project, and the development of potential water conveyance facilities such as the Delta Conveyance Project. As these potential proceedings have developed, so have our agreements to reflect new information, changes in program participation, and RWA staff's role in representing program participant's interests.

The CIMS Agreement (Attachment 1) supersedes the formerly executed Common Interest and Cost-Share Agreement for Coordinated Participation: Bay-Delta Water Quality Control Plan Amendments ("Former Agreement", Attachment 2), which was originally effective April 14, 2021. Additionally, the Major Project Management Services (MPMS) subscription program, which was an agreement that provided supported for the Voluntary Agreements as an alternative to the Bay-Delta Water Quality Control Plan updates under the Former Agreement, has been dissolved as of November 1, 2022 by subscription program members. Each remaining member has agreed to cover its proportionate share of costs because San Juan Water District is not a participant in the CIMS Agreement as reflected in the Exhibit A to the agreement. These costs are now paid directly through the CIMS Agreement.

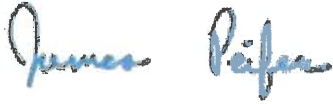
Finally, the Biological Opinion Services and Support (BOSS) Agreement (Attachment 3), remains in full effect and confidentiality for materials developed under this agreement is now held through the CIMS Agreement.

Invoices received by subscription program members for the CIMS and BOSS agreements should continue to be processed and paid to maintain good standing. Further, if not already completed, subscription program participants should ensure their execution of all relevant agreements, including executing or re-executing the final CIMS Agreement (Attachment 1). Please return the signed attachment to RWA either hard-copy or email a scanned copy to Ashley Flores, Executive Assistant, at [aflores@rwah2o.org](mailto:aflores@rwah2o.org).

Letter to Participating RWA Members  
Clarification on CIMS Agreement  
April 26, 2023

Thank you for your cooperation with these much-needed regional programs that protect interests for continued water supply reliability and provide regulatory assurances.

Sincerely,

A handwritten signature in blue ink, reading "Jim Peifer". The signature is written in a cursive style with a large initial "J" and "P".

Jim Peifer  
Executive Director

Enclosures

Letter to Participating RWA Members  
Clarification on CIMS Agreement  
April 26, 2023

## **Attachment 1 – CIMS Program Agreement**



**AMENDED AND RESTATED COMMON INTEREST, MANAGEMENT SERVICES,  
and COST-SHARE AGREEMENT**  
**for COORDINATED PARTICIPATION in PROCEEDINGS RELATING to the**  
**SACRAMENTO-SAN JOAQUIN RIVER BAY DELTA**

This Amended and Restated Common Interest, Management Services, and Cost-Share Agreement (Agreement) is entered into by and among the Carmichael Water District, City of Folsom, City of Roseville, City of Sacramento, El Dorado Irrigation District, Golden State Water Company, Placer County Water Agency, Regional Water Authority, Sacramento County Water Agency, Sacramento Suburban Water District, Sacramento Municipal Utility District, and El Dorado Water Agency and made effective on the date the last of the aforementioned parties signs this Agreement.

**RECITALS**

A. The Carmichael Water District, City of Folsom, City of Roseville, City of Sacramento, El Dorado Irrigation District, Golden State Water Company, Placer County Water Agency, Sacramento County Water Agency, Sacramento Suburban Water District, Sacramento Municipal Utility District, and El Dorado Water Agency individually a “Water Purveyor Party” and collectively the “Water Purveyor Parties”, are water purveyors who desire to cooperate, coordinate efforts and share costs in order to protect American River region water rights and water supplies in one or more proceedings including but not limited to the State Water Resources Control Board’s (“SWRCB”) development of amendments to the Bay-Delta Water Quality Control Plan (“WQCP”) for the Sacramento River watershed and implementation of any such amendments, the Endangered Species Act consultation by the United States Bureau of Reclamation for the Long-Term Operation of the Central Valley Project, and the development of potential water conveyance facilities in the Sacramento-San Joaquin River Bay Delta (such as the Delta Conveyance Project) (collectively hereinafter referred to as “Bay-Delta Proceedings”). These proceedings may result in adversarial quasi-legislative or quasi-judicial administrative proceedings, litigation in state or federal courts or both. The Parties desire to provide the technical basis to enable their counsel to provide informed legal advice to the respective Parties and to enable the Parties to identify and pursue appropriate approaches to protect American River water supplies and water rights, by jointly pursuing technical work to, among other things, provide comment on relevant work products

to influence decision making. The Parties share a common interest in achieving all of the above.

B. The Regional Water Authority (“RWA”) is a joint powers authority formed for the purposes, among others, of serving and representing American River regional water supply interests in protecting and enhancing the reliability, availability, affordability, and quality of water resources in the American River region.

C. The Parties and RWA are also the current signatories to a Common Interest and Cost-Share Agreement for Coordinated Participation: Bay-Delta Water Quality Control Plan Amendments effective April 14, 2021 (the “Existing Agreement”). Through this Agreement, the Water Purveyor Parties and RWA desire to amend, restate, and supersede the terms of the Existing Agreement to: (i) contract for the services of RWA for management of and consultation in Bay-Delta Proceedings; (ii) acknowledge and affirm their common interest to cooperate and coordinate efforts to protect American River water rights and water supplies as part of one or more Bay-Delta Proceedings; and (iii) establish cost-sharing arrangements for the management of the cooperative and coordinated effort contemplated by this Agreement and for related consultant work and expenses..

D. The Water Purveyor Parties and RWA desire, based on their common interests, to cooperate, coordinate, and share information related to one or more Bay-Delta Proceedings, while continuing to preserve, to the fullest extent possible, the protections of the attorney-client privilege, work product privilege, common-interest doctrine, deliberative process privilege, executive privilege, or any other privilege or protection existing under state or federal law.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals, and the mutual covenants and conditions contained herein, the Water Purveyor Parties and RWA agree as follows:

1. Management of Coordinated Effort. The Water Purveyor Parties desire to have RWA serve as the project manager for this coordinated effort. RWA agrees to act as the project manager for this coordinated effort, provided that the Water Purveyor Parties pay RWA’s fees as set forth herein.

2. RWA’s Fees for Service and Cost-Sharing.

(a) RWA's Fees for Project Management Services: In consideration for providing project management services for Bay-Delta Proceedings, the Water Purveyor Parties hereby agree to annually pay RWA the not-to-exceed amount of \$\_\_\_\_\_, as adjusted from time to time based on the mutual consent of RWA and the Water Purveyor Parties.

(b) Cost Sharing for RWA's Project Management Services. The Water Purveyor Parties desire to share in the costs of RWA's project management service that will be required as part of the Parties' activities related to the Bay-Delta Proceedings. The Parties recognize and agree that some Water Purveyors may choose to actively participate in certain of the Bay-Delta Proceedings but not others and will, therefore, share only in the costs associated with the proceedings in which they choose to participate. The Water Purveyor Parties' respective percentage shares of the costs and fees for RWA's project management services under this Agreement are set forth in Exhibits A-C to this Agreement.

(c) Cost Sharing for Consultant Work. The Water Purveyor Parties desire to share in the costs of consultant work that will be required as part of the Parties' activities related to the Bay-Delta Proceedings. The total obligation of the Water Purveyor Parties to fund the consultants' work on matters contemplated by this Agreement shall not exceed \$500,000 without written amendment to this Agreement. The Water Purveyor Parties' respective percentage shares of the costs and fees for consultant work under this Agreement are set forth in Exhibits A-C to this Agreement. RWA shall not be responsible for any consultant costs under this Agreement.

3. Steering Committee: Retention and Direction of Consultants.

(a) Steering Committees. A steering committee shall be established for each separate Bay-Delta Proceeding in which some or all of the Water Purveyor Parties and RWA wish to participate. Participating Water Purveyor Parties will each appoint a representative to the relevant steering committees, which will make decisions for the Water Purveyor Parties concerning work by consultants under this Agreement and which will consult with RWA in managing the coordinated effort. The steering committees will also make decisions on matters related to executing strategy and policy matters. The Parties hereby acknowledge and consent that RWA staff will remain under the direction of RWA at all times and not the Water Purveyor Parties. The steering committee generally will meet at least once a month during this Agreement's term. Unless specifically provided otherwise herein, an affirmative vote by 2/3

of all members of each of the steering committees shall be required for all decisions of such steering committee which are contemplated by this Agreement. The steering committees may vote by e-mail provided that all steering committee members are included in the circulation list for those e-mails.

(b) Retention, Direction and Compensation of Consultants. The Water Purveyor Parties will jointly authorize one or more of the Water Purveyor Parties' legal counsel to retain consultants to perform scopes of work as approved by the relevant steering committees, subject to applicable law for the confidentiality and protection of the work performed and work products produced by consultants. Retention of a consultant under this Agreement by a Water Purveyor Party or its counsel will not prevent that consultant from performing work for another Water Purveyor Party or RWA on matters not included in scopes of work authorized under this Agreement. The Water Purveyor Parties, and not their legal counsel, collectively will be responsible for compensating consultants retained under this Agreement according to their respective shares as set forth in Exhibits A-C.

(c) Management of Consultants' Work. RWA will manage all work by consultants under the direction of the relevant steering committees. RWA will ensure that its communications with consultants comply with this Agreement's confidentiality arrangements. Provided that RWA's project manager and all Water Purveyor Parties' legal counsel are included on the relevant communications, steering committee members may have direct contact with consultants and consultants may circulate information and drafts directly to steering committee members.

4. Cost-Sharing Upon Addition of Parties and Proceedings.

(a) Addition of New Water Purveyor Party. A new Water Purveyor Party may be added to this Agreement with: (i) written approval by all Parties to this Agreement, and (ii) a written commitment by the new Water Purveyor Party to pay its proportionate share of all of RWA's and the consultants' costs and fees incurred for the applicable scope or scopes of work by consultants, including work already performed under the applicable scope or scopes of work. Upon the addition of a new Water Purveyor Party to the Agreement, that new Water Purveyor Party's share, and the shares of the pre-existing Water Purveyor Parties, of any costs and fees incurred in relation to the applicable scope or scopes of work will be as determined by the Steering Committee prior to the new Water Purveyor Party's admission into this Agreement.

(b) Addition of a New Bay-Delta Proceeding. A new Bay-Delta related proceeding may be added to this Agreement with: (i) establishment of a new steering committee consisting of some or all of the Water Purveyor Parties and RWA, (ii) a written commitment by each of the participating Water Purveyor Parties to pay its proportionate share of all of RWA's and the consultants' costs and fees incurred for the applicable scope or scopes of work by consultants.

(c) Amending the Exhibits. Upon the addition of a new Water Purveyor Party or Bay-Delta Proceeding to the Agreement, RWA shall amend or add an exhibit to reflect the cost-share obligations described herein.

5. Withdrawal, Removal, and Cost-Sharing.

(a) Withdrawal. Any Water Purveyor Party may withdraw from this Agreement in its entirety, or from participating in one or more Bay-Delta related proceedings, at any time; provided, however, in the event that a Water Purveyor Party withdraws after the relevant steering committee(s) has authorized consultants to proceed with certain scopes of work and related task orders, the withdrawing Water Purveyor Party shall remain obligated for payment of its proportionate share of the costs for such authorized work completed as of the date of the Water Purveyor Party's withdrawal. Written notice of withdrawal shall be sent to all members of the Steering Committee. A withdrawing Water Purveyor Party shall not receive any Joint Defense Materials (as defined in Section 8) produced after the date of its written notice of withdrawal, whether or not those Joint Defense Materials reflect consultant work performed before the date of that written notice of withdrawal.

(b) Removal. A Water Purveyor Party may be removed from this Agreement in its entirety at any time by a three-fourths (3/4) vote of all Water Purveyor Parties to this Agreement, or from participating in one or more of the Bay-Delta Proceeding subgroups at any time by a three-fourths (3/4) vote of the Water Purveyor Parties in a relevant steering committee; provided, however, in the event that a Water Purveyor Party is removed from this Agreement after the relevant steering committee has authorized consultants to proceed with certain scopes of work and related task orders, the removed Water Purveyor Party shall remain obligated for payment of its proportionate share of the costs for such authorized work completed as of the date of the Water Purveyor Party's removal. A removed Water Purveyor

Party shall not receive any Joint Defense Materials (as defined in Section 8) produced after the date of its removal, whether or not those Joint Defense Materials reflect consultant work performed before the date of that removal.

6. Term. This Agreement shall remain in effect until RWA and a majority of the Water Purveyor Parties withdraw from the Agreement. A Bay-Delta Proceeding subgroup may be terminated at any time upon a majority vote of the Water Purveyor Parties within the relevant steering committee. subgroup.

7. Billing Procedures. For all approved scopes of work by consultants under this Agreement, RWA will have the responsibility for collecting and managing each Water Purveyor Party's contribution of funds to pay for that work; processing invoices submitted by the consultants pursuant to the approved scopes of work and budgets; preparing invoices to the Water Purveyor Parties based on the shares specified in Exhibits A-C or any future cost-sharing allocation approved by the Water Purveyor Parties; and for maintaining an accurate accounting of this administration of funds. The Water Purveyor Parties will make payments on invoices presented by RWA within 30 days of the date of the specific invoice.

8. Privileged and Confidential Communications.

(a) For purposes of this Agreement, "Joint Defense Materials" includes, but is not limited to, all communications (including communications related to the above-referenced proceedings made prior to the execution of this Agreement), factual materials, mental impressions, legal analyses, theories or strategies, memoranda, reports, notes, emails or any other communications or documents that are protected from disclosure by the attorney-client privilege, work product privilege, deliberative process privilege, executive privilege, common-interest doctrine joint prosecution/defense doctrine, privileges regarding mediation or settlement communications, or any other privilege or protection existing under state or federal law, and that are exchanged among some or all the Water Purveyor Parties, RWA, and/or their respective counsel in connection with their cooperative efforts related to the matters described in this Agreement's recitals.

(b) The Water Purveyor Parties and RWA will maintain as confidential all Joint Defense Materials. Disclosure of Joint Defense Materials shall be limited to the Water Purveyor Parties and their employees and contractors as well as any counsel and consultants

retained by the Water Purveyor Parties, or on behalf of the Water Purveyor Parties, for the purpose of maintaining a joint defense with respect to the matters described in this Agreement's recitals. RWA, as a public entity separate from its members, shall maintain as confidential all Joint Defense Materials within RWA as a separate public entity. Joint Defense Materials shall not be made available to RWA members that are not party to this Agreement.

(c) Any Joint Defense Materials shared or transmitted by or between Water Purveyor Parties and/or RWA should be clearly designated with the label "CONFIDENTIAL: JOINT DEFENSE MATERIALS" or a substantially similar label referencing "joint defense." However, the failure to include such designation shall not preclude such materials from being afforded the protections of this Agreement, and shall not be construed to constitute a waiver of any privilege or other protection.

(d) Each Water Purveyor Party and RWA shall take all appropriate measures to ensure that any person who is granted access to Joint Defense Materials is familiar with the terms of this Agreement and complies with those terms.

(e) Except where required by the order of a court of competent jurisdiction, or by the prior written consent of the remaining Water Purveyor Parties, neither a Water Purveyor Party nor RWA will disclose to non-Parties any Joint Defense Materials that it has received from another Water Purveyor Party or RWA.

(f) Each Water Purveyor Party and/or RWA shall notify the party that generated any Joint Defense Materials and all remaining Water Purveyor Parties of any request to disclose the Joint Defense Materials to any non-Party (whether pursuant to the California Public Records Act or other authority), or of any proceeding before any court, administrative agency, or tribunal to compel the disclosure of such Joint Defense Materials, as soon as practicable after receipt of such request or the initiation of such proceeding. If a Water Purveyor Party or RWA becomes subject to any judicial or administrative order to compel release of Joint Defense Materials, that Water Purveyor Party or RWA shall promptly notify the party that generated the materials and all remaining Water Purveyor Parties. The purpose of these notifications is to provide the party that generated the Joint Defense Materials or any remaining Water Purveyor Party an opportunity to take such steps as they may deem appropriate to protect the Joint Defense Materials.

(g) The sharing of Joint Defense Materials among the Water Purveyor Parties and/or RWA is not intended to and will not constitute a waiver of any privilege or other protection of confidentiality, including but not limited to the attorney-client privilege, work product privilege, common-interest doctrine, deliberative process privilege, executive privilege, privileges relating to mediation or settlement communications, or any other privilege or protection existing under state or federal law.

(h) Execution of this Agreement constitutes the mutual agreement of the Water Purveyor Parties and RWA that any sharing of Joint Defense Materials among themselves is, pursuant to Evidence Code section 912, subdivision (d), and other applicable authorities, reasonably necessary for the accomplishment of the Water Purveyor Parties' and RWA's common purposes as described in this Agreement. Any sharing of Joint Defense Materials among the Water Purveyor Parties and/or RWA is in reliance on this Agreement and the protections that arise from the parties' common interests related to the matters described in Recital B to this Agreement.

(i) All Parties hereby acknowledge that those parties participating in a Bay-Delta Proceeding subgroup, as identified by Exhibits A-C, shall share Joint Defense Materials only with other parties participating in that subgroup unless authorized by that subgroup's steering committee. Nothing herein shall entitle a Water Purveyor Party to access Joint Defense Materials that relate solely to a Bay-Delta Proceeding subgroup in which that Water Purveyor Party is not actively participating and sharing in costs as set forth in Exhibits A-C. All Parties further acknowledge that Water Purveyor Parties not participating in a Bay-Delta Proceeding subgroup identified in Exhibits A-C retain discretion to take positions that may not align with the common interests of the Water Purveyor Parties that are participating in a Bay-Delta Proceeding subgroup and that such an eventuality does not waive or invalidate the common interests expressed in this Agreement.

(j) If a Water Purveyor Party or RWA withdraws from this Agreement, the provisions of this Agreement shall continue to apply to the Joint Defense Materials that the party received or sent during the time period when that party was a party to this Agreement, including without limitation the duty to maintain those materials' confidentiality under Section 8(b).



(j) If this Agreement is terminated for any reason, the Joint Defense Materials shared pursuant to this Agreement shall remain subject to all privileges cited herein and any other applicable confidentiality protections.

9. Attorney-Client Relationships. The Water Purveyor Parties and RWA are represented by their respective legal counsel in connection with the above-referenced proceedings. A party's legal counsel will not have an attorney-client relationship with any other party to this Agreement as a result of that legal counsel's participation in discussions and actions related to the parties' cooperative efforts on the above-described proceedings. Similarly, no legal counsel will have a duty of loyalty or confidentiality to any other Water Purveyor Party or RWA other than that legal counsel's specific client(s), and consequently, no Water Purveyor Party may seek to disqualify the legal counsel for another Water Purveyor Party as a result of the legal counsel's participation in discussions and actions related to the parties' cooperative efforts under this Agreement.

10. Representations. The individuals signing this Agreement in a representative capacity warrant that they have the authority to do so on behalf of the entity or entities they represent, and further agree that as representatives of the entity or entities that they respectively represent, they themselves are bound by all terms of this Agreement.

11. Entire Agreement. This Agreement and any later-approved amendments or exhibits constitute the entire agreement of the parties with respect to the subject matter of this Agreement and supersede any prior oral or written agreement, understanding, or representation relating to the subject matter of this Agreement.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original irrespective of the date of the execution, and said executed counterparts shall together constitute one and the same Agreement. Further, facsimile or .PDF copies of signatures shall be as effective as original signatures for evidencing execution of this Agreement. To ensure that each party has a full copy of this Agreement, upon a party's initial execution of this Agreement, that party shall transmit a copy of its signature to its legal counsel, who shall transmit copies of that copy to all other legal counsel under this Agreement.

13. Notices. All notices and other communications required to be given to a party under the terms of this Agreement (a) shall be in writing; (b) shall be personally delivered, sent via

first class mail, or transmitted by facsimile or email with confirmation of receipt; and (c) shall be directed to such party at the address, facsimile number or email address specified below, or at such other address, facsimile number or email address as such party may hereafter designate by notice in accordance with this Section.

IN WITNESS WHEREOF, the Parties hereto have executed this Common Interest and Cost-Share Agreement for Coordinated Participation: Bay-Delta Water Quality Control Plan Amendments.

Dated \_\_\_\_\_, 2023

\_\_\_\_\_  
James Peifer, Executive Director  
Regional Water Authority

\_\_\_\_\_  
Paul Rowley  
Golden State Water Company

\_\_\_\_\_  
Marcus Yasutake  
City of Folsom

\_\_\_\_\_  
Andy Fecko  
Placer County Water Agency

\_\_\_\_\_  
Dominick Casey  
City of Roseville

\_\_\_\_\_  
Michael Peterson  
Sacramento County Water Agency

\_\_\_\_\_  
Pravani Vandeyar  
City of Sacramento

\_\_\_\_\_  
Ansel Lundberg  
Sacramento Municipal Utility District

\_\_\_\_\_  
Jim Abercombie  
El Dorado Irrigation District

\_\_\_\_\_  
Dan York  
Sacramento Suburban Water District

\_\_\_\_\_  
Ken Payne  
El Dorado Water Agency

\_\_\_\_\_  
Cathy Lee  
Carmichael Water District

Attested by:

---

Ryan Bezerra, General Counsel

Executed by:

---

Anthony Firenzi, Chair  
Regional Water Authority

## EXHIBIT A

### Participation and Cost Allocation for Voluntary Agreements in the Sacramento River Watershed as part of the Bay-Delta Water Quality Control Plan

| Water Purveyor                          | Percent |
|-----------------------------------------|---------|
| Carmichael Water District               | 2.20%   |
| City of Folsom                          | 11.86%  |
| City of Roseville                       | 11.86%  |
| City of Sacramento                      | 11.86%  |
| El Dorado Water Agency                  | 5.56%   |
| El Dorado Irrigation District           | 11.86%  |
| Golden State Water Company              | 3.67%   |
| Placer County Water Agency              | 11.86%  |
| Sacramento County Water Agency          | 11.86%  |
| Sacramento Suburban Water District      | 11.86%  |
| Sacramento Municipal Utilities District | 5.56%   |



June 8, 2023

Sean Bigley  
City of Roseville  
2005 Hilltop Circle  
Roseville, CA 95747

Tony Firenzi, Chair  
Brett Ewart, Vice Chair

**Subject: Common Interest Management Services (CIMS) - Fiscal Year 2023/2024**

**Members**

California American Water  
Carmichael Water District  
Citrus Heights Water District  
Del Paso Manor Water District  
El Dorado Irrigation District  
Elk Grove Water District  
Fair Oaks Water District  
Folsom, City of  
Georgetown Divide Public Utility District  
Golden State Water Company  
Lincoln, City of  
Nevada Irrigation District  
Orange Vale Water Company  
Placer County Water Agency  
Rancho Murieta Community Services District  
Roseville, City of  
Sacramento, City of  
Sacramento County Water Agency  
Sacramento Suburban Water District  
San Juan Water District  
West Sacramento, City of  
Yuba City, City of

**Associates**

County of Placer  
El Dorado County Water Agency  
Sacramento Area Flood Control Agency  
Sacramento Municipal Utility District  
Sacramento Regional County Sanitation District  
Yuba Water Agency

Dear RWA Common Interest Management Services Agreement Participants,  
Thank you for your continued participation in the Common Interest Management Services (CIMS) Agreement. Your participation in the CIMS Agreement allows your agencies to collectively participate and provide staffing for regulatory processes that affect your agencies' reliable access to surface water.

On November 10, 2022, The RWA Board of Directors approved the AMENDED AND RESTATED COMMON INTEREST, MANAGEMENT SERVICES, and COST-SHARE AGREEMENT for COORDINATED PARTICIPATION in PROCEEDINGS RELATING to the SACRAMENTO-SAN JOAQUIN RIVER BAY DELTA, otherwise known as the CIMS Agreement. Section 2, (a) of the agreement states: In consideration for providing project management services for Bay-Delta Proceedings, the Water Purveyor Parties hereby agree to annually pay RWA the not-to-exceed amount of \$38,961.93, as adjusted from time to time based on the mutual consent of RWA and the Water Purveyor Parties.

On May 18th, the RWA Board adopted a budget for Fiscal Year 2023/2024. The total, not to exceed amount that your agencies collectively contribute to the CIMS will be \$328,500.

A breakdown of the cost per agency is provided in Exhibit B is attached. Please note that there is no Exhibit C for Fiscal Year 2023/2024. Also, attached is an invoice for Fiscal Year 2023/2024 CIMS dues.

If you have any questions, please do not hesitate to reach out to me at (916) 847-7589.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Peifer', is written over a light blue horizontal line.

Jim Peifer  
Executive Director  
Regional Water Authority

Enclosures

**AMENDED AND RESTATED COMMON INTEREST, MANAGEMENT SERVICES, and COST-SHARE  
AGREEMENT  
for COORDINATED PARTICIPATION in PROCEEDINGS RELATING to the SACRAMENTO-SAN  
JOAQUIN RIVER BAY DELTA  
(CIMS Agreement)**

**EXHIBIT B**

| <b>AGENCY</b>                      | <b>FY2023/24<br/>Amount</b> | <b>PERCENTAGE</b> |
|------------------------------------|-----------------------------|-------------------|
| Carmichael Water District          | \$7,227.00                  | 2.20%             |
| El Dorado Irrigation District      | \$38,961.93                 | 11.86%            |
| EDWA                               | \$18,250.00                 | 5.56%             |
| City of Folsom                     | \$38,961.93                 | 11.86%            |
| PCWA                               | \$38,961.93                 | 11.86%            |
| Golden State Water Company         | \$12,039.50                 | 3.67%             |
| Sacramento County Water Agency     | \$38,961.93                 | 11.86%            |
| City of Roseville                  | \$38,961.93                 | 11.86%            |
| Sacramento Suburban Water District | \$38,961.93                 | 11.86%            |
| City of Sacramento                 | \$38,961.93                 | 11.86%            |
| SMUD                               | \$18,250.00                 | 5.56%             |

## Regional Water Authority



5620 Birdcage Street, Ste. 180  
Citrus Heights, CA 95610  
Phone 916.967.7692 Fax 916.967.7322

# INVOICE

**DATE:** July 1, 2023  
**INVOICE #** RWA 23-208

**Bill To:**  
Sean Bigley  
City of Roseville  
2005 Hilltop Circle  
Roseville, CA 95747

| DESCRIPTION                                                  | AMOUNT              |
|--------------------------------------------------------------|---------------------|
| CIMS Agreement for FY2023/24 (reflects 11.86% of total cost) | \$38,961.93         |
| Payment due 30 days upon receipt                             |                     |
| <b>TOTAL</b>                                                 | <b>\$ 38,961.93</b> |

Make checks payable to Regional Water Authority  
If you have any questions concerning this invoice, contact Josette Reina-Luken at [josette@rwah2o.org](mailto:josette@rwah2o.org)

**THANK YOU FOR YOUR BUSINESS!**

## **REGIONAL WATER AUTHORITY PROGRAM AGREEMENT**

### **BIOLOGICAL OPINION SERVICES AND SUPPORT**

This Agreement is made and entered into as of the \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 20\_\_\_\_, by and between the Regional Water Authority (“RWA”), a joint exercise of powers authority formed under California Government Code section 6500, and following, and the Members and Contracting Entities of RWA listed in Exhibit 1 to this Agreement, upon their execution of this Agreement (who are collectively referred to in this Agreement as “Participants”), to provide for carrying out a project or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the Participants.

### **RECITALS**

A. RWA is a joint powers authority, formed to serve and represent regional water supply interests and to assist its members in protecting and enhancing the reliability, availability, affordability and quality of water resources.

B. The joint powers agreement (“RWA JPA”) pursuant to which RWA was formed and operates, and as was amended on October 8, 2013, authorizes RWA to enter into a “Project or Program Agreement,” which is defined in the RWA JPA as an agreement between RWA and two or more of its Members or Contracting Entities to provide for carrying out a project or program that is within the authorized purposes of RWA and sharing in the cost and benefits by the parties to the Project or Program Agreement.

C. Article 21 of the RWA JPA states: “The Regional Authority’s projects are intended to facilitate and coordinate the development, design, construction, rehabilitation, acquisition or financing of water-related facilities (including sharing in the cost of federal, State or local projects) on behalf of Members and/or Contracting Entities. The Regional Authority may undertake the development, design, construction, rehabilitation, acquisition or funding of all or any portion of such projects on behalf of Members and/or Contracting Entities in the manner and to the extent authorized by such Members and/or Contracting Entities as provided in this Agreement, but shall not accomplish these functions, nor acquire or own water-related facilities in its own name.”

D. Article 22 of the RWA JPA states: “Prior to undertaking a project or program, the Members and/or Contracting Entities who elect to participate in a project or program shall enter into a Project or Program Agreement. Thereafter, all assets, benefits and obligations attributable to the project shall be assets, benefits and obligations of those Members and/or Contracting Entities that have entered into the Project or Program Agreement. Any debts, liabilities, obligations or indebtedness incurred by the Regional Authority in regard to a particular project or program, including startup costs advanced by the Regional Authority, shall be obligations of the participating Members and/or Contracting Entities, and shall not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed the Project or Program Agreement.”



**3. Description of the Program.** The RWA and the Participants desire to work collaboratively to ensure that information provided in support of the American River region's operations are carried out by qualified technical support staff and that all interests from Participants are reflected through a coordinated effort, called the Biological Opinion Services and Support (BOSS) Program ("Program"). The Program will provide the following:

- A coordinated effort to timely respond to information requests from Participants, Reclamation, or other interested parties.
- Consolidation and rectification of Participant comments on key documents used to support the BiOps, including: white papers, technical documentation, development of alternatives, development of a Proposed Action (PA) for the BA, coordination of EIS scoping comments, Draft and Final EIS comments, the Draft BiOps, etc.
- Attendance at meetings related to the development of regulatory documents to support the BiOps and forthcoming ROD.
- Preparation and facilitation of correspondence to appropriate parties.
- Conducting modeling for hydrologic, habitat, and temperature conditions.
- Analysis and synthesis of technical work.
- Establishment and implementation of a water provider technical team (WPTT) to review and discuss results from various analyses.
- Coordination between the WPTT and the Water Forum to disseminate information, as needed, and ensure a common understanding of any necessary information.
- Advocacy of American River water provider needs with Reclamation, California Department of Water Resources, USFWS, NMFS, California Department of Fish and Wildlife, or other entities to ensure local interests are being represented.
- Ensuring activities occurring outside of the watershed, such as those in-Delta or in other CVP divisions, are considered and impacts to the American River watershed are disclosed appropriately.
- Legal support services as needed.

**4. Program Committee.** The Participants hereby form a Program Committee consisting of one representative (and alternates) designated by each Participant. The Program Committee will meet as necessary from time to time to administer and implement this Agreement on behalf of the Participants. The Program Committee will appoint a Chair and Vice-Chair from among its members. A majority of the total members of the Program Committee will constitute a quorum. Each member of the Program Committee will have one vote, either by its representative or an alternate. To proceed with a vote to take action, a quorum must be present at a meeting, with a majority of the number present required for an affirmative vote. In no event shall the composition of the Program Committee be such that the membership of the Program Committee constitutes a quorum of any RWA legislative body.

termination of this Agreement, effective upon ninety days' notice to RWA and the other Participants, provided that, the withdrawing Participant will remain responsible for any indebtedness incurred by the Program and allocated to the Participant under this Agreement prior to the effective date of withdrawal. If any surplus funds remain after the withdrawing Participant has met all of its financial obligations under this Agreement, then such funds will be returned to the withdrawing Participant in proportion to the total contribution made by each Participant.

**12. Amendments.** This Agreement may be amended from time to time with the approval of all current Participants and RWA.

**13. Unspent Funds.** In the event that RWA has remaining funds left at the conclusion of the work completed through agreements with BKS and Placer County Water Agency, then those funds shall be distributed back equally to BOSS Participants.

**14. Privileges and Immunities.** All of the privileges and immunities from liability; exemptions from laws, ordinances and rules; and all pension, relief, disability, worker's compensation and other benefits that apply to the activity of officers, agents or employees of RWA or the Participants when performing their respective functions for those agencies will, to the extent permitted by law, apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. It is further understood and agreed by RWA and the Participants that, notwithstanding anything contained herein, the employees of RWA and of each Participant shall continue to be entirely and exclusively under the direction, supervision and control of the employing party.

**15. No Third-Party Beneficiary.** RWA and the Participants understand and agree that this Agreement creates rights and obligations solely between RWA and the Participants and is not intended to benefit any other party. No provision of this Agreement shall in any way inure to the benefit of any third person so as to constitute any such third person as a third-party beneficiary of this Agreement or any of its items of conditions, or otherwise give rise to any cause of action in any person not a party hereto.

**16. Liabilities.** With respect to this Agreement, RWA and the Participants expressly agree that the debts, liabilities and obligations of RWA and of each Participant shall remain the debts, liabilities and obligations of that party alone and shall not be the debts, liabilities and obligations of any other party to this Agreement, except as may be otherwise set forth herein or in an amendment to this Agreement.

**17. Audits and Accounting.** All funds provided under this Agreement shall be separately accounted for and maintained, with books and records of such funding open to inspection by the Participants. Funding under this Agreement shall be subject to and consistent with the audit and accounting procedures set forth in Articles 27 and 28 of the RWA JPA.

**18. General Provisions.** Any notice to be given under this Agreement shall be made by: (a) depositing in any United States Post Office, postage prepaid, and shall be deemed received at the expiration of 72 hours after its deposit; (b) transmission by facsimile copy; (c) transmission by

**CITY OF FOLSOM, A Municipal Corporation:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Elaine Andersen, City Manager

ATTEST:

FUNDING AVAILABLE:

\_\_\_\_\_  
Christa Freemantle, City Clerk                      Date

\_\_\_\_\_  
Stacey Tamagni, Finance Director                      Date

ORIGINAL APPROVED AS TO CONTENT:

ORIGINAL APPROVED AS TO FORM:

\_\_\_\_\_  
Marcus Yasutake,                      Date  
Environmental & Water Resources Director

\_\_\_\_\_  
Steven Wang, City Attorney                      Date

**List of Agreement Exhibits**

Exhibit 1 – Program Participants

Exhibit 2 – Financing Plan

Exhibit 3 – Notice Information

## **EXHIBIT 2**

### **FINANCING PLAN**

#### **REGIONAL WATER AUTHORITY**

#### **BIOLOGICAL OPINION SERVICES AND SUPPORT PROGRAM**

The fee for each Participant is shown in the table below. A Participant's fee will not be increased without the approval of that Participant.

**Proposed Fee Table**

| <b>Agency</b>                         | <b>Total Fee</b> |
|---------------------------------------|------------------|
| City of Folsom                        | \$95,750         |
| City of Roseville                     | \$95,750         |
| City of Sacramento                    | \$95,750         |
| El Dorado Irrigation District         | \$95,750         |
| El Dorado Water Agency                | \$95,750         |
| Placer County Water Agency            | \$95,750         |
| Sacramento County Water Agency        | \$95,750         |
| Sacramento Municipal Utility District | \$95,750         |
| Sacramento Suburban Water District    | \$95,750         |
| <b>Total</b>                          | <b>\$861,750</b> |

Placer County Water Agency  
Attn: Andy Fecko  
144 Ferguson Road  
Auburn, CA 95603  
Phone: (530) 823-4965  
Email: [afecko@pcwa.net](mailto:afecko@pcwa.net)

Sacramento County Water Agency  
Attn: Kerry Schmitz  
827 7th Street, Room 301  
Sacramento, CA 95814  
Phone: (916) 874-4681  
Email: [schmitzk@SacCounty.NET](mailto:schmitzk@SacCounty.NET)

Sacramento Suburban Water District  
Attn: Dan York  
3701 Marconi #100  
Sacramento, CA 95821  
Phone: (916) 679-3973  
Email: [dyork@sswd.org](mailto:dyork@sswd.org)

Sacramento Municipal Utility District  
Attn: Ansel Lundberg  
6301 S Street  
Mail Stop A-404  
Sacramento, CA 95817-1899  
Phone: (916) 732-6919  
Email: [ansel.lundberg@smud.org](mailto:ansel.lundberg@smud.org)

Regional Water Authority  
Attn: James Peifer  
5620 Birdcage Street, Suite 180  
Citrus Heights, CA 95610  
Phone: (916) 967-7692  
Email: [jpeifer@rwah2o.org](mailto:jpeifer@rwah2o.org)

Letter to Participating RWA Members  
Clarification on CIMS Agreement  
April 26, 2023

**Attachment 2 – Common Interest and Cost-Share Agreement for Coordinated Participation: Bay-Delta Water Quality Control Plan Amendments (“Former Agreement”)**

**COMMON INTEREST and COST-SHARE AGREEMENT**

**for COORDINATED PARTICIPATION:**

**BAY-DELTA WATER QUALITY CONTROL PLAN AMENDMENTS**

This Common Interest and Cost-Share Agreement (Agreement) is entered into by and among the Carmichael Water District, City of Folsom, City of Roseville, City of Sacramento, El Dorado Irrigation District, Golden State Water Company, Placer County Water Agency, Regional Water Authority, Sacramento County Water Agency, Sacramento Suburban Water District, and San Juan Water District, and made effective on the date the last of the aforementioned parties signs this Agreement.

**RECITALS**

A. The Carmichael Water District, City of Folsom, City of Roseville, City of Sacramento, El Dorado Irrigation District, Golden State Water Company, Placer County Water Agency, Sacramento County Water Agency, Sacramento Suburban Water District, and San Juan Water District, individually a "Water Purveyor Party" and collectively the "Water Purveyor Parties", are water purveyors who desire to cooperate, coordinate efforts and share costs in order to protect American River region water rights and water supplies in the State Water Resources Control Board's ("SWRCB") development of amendments to the Bay-Delta Water Quality Control Plan ("WQCP") for the Sacramento River watershed and implementation of any such amendments. The SWRCB's development of amendments to the Bay-Delta WQCP may result in adversarial quasi-legislative or quasi-judicial administrative proceedings, litigation in state or federal courts or both. The Parties desire to provide the technical basis to enable their counsel to provide informed legal advice to the respective Parties and to enable the Parties to identify and pursue appropriate approaches to protect American River water supplies and water rights, by jointly pursuing technical work to, among other things, provide comment on the Bay-Delta WQCP amendments. The Parties share a common interest in achieving all of the above.

B. The Regional Water Authority ("RWA") is a joint powers authority formed for the purposes, among others, of serving and representing American River regional water supply interests in protecting and enhancing the reliability, availability, affordability, and quality of water resources in the American River region.



Program Agreement, that Water Purveyor Party will be deemed to have withdrawn from this Agreement pursuant to Paragraph 5.

(b) Cost Sharing for Consultant Work. The Water Purveyor Parties desire to share in the costs of consultant work that will be required as part of the Parties' activities related to the Bay-Delta WQCP update process. The total obligation of the Water Purveyor Parties to fund the consultants' work on matters contemplated by this Agreement shall not exceed \$500,000 without written amendment to this Agreement. The Water Purveyor Parties' respective percentage shares of the costs and fees for consultant work under this Agreement are set forth in Exhibit A to this Agreement. RWA shall not be responsible for any consultant costs under this Agreement.

3. Steering Committee: Retention and Direction of Consultants.

(a) Steering Committee. The Water Purveyor Parties will each appoint a representative to a Steering Committee, which will make decisions for the Water Purveyor Parties concerning work by consultants under this Agreement and provide direction to RWA in managing the coordinated effort. The Steering Committee will also make decisions on matters related to executing strategy and policy matters. The Steering Committee generally will meet at least once a month during this Agreement's term. Unless specifically provided otherwise herein, an affirmative vote by 2/3 of all members of the Steering Committee shall be required for all decisions contemplated by this Agreement. The Steering Committee may vote by e-mail provided that all Steering Committee members are included in the circulation list for those e-mails.

(b) Retention, Direction and Compensation of Consultants. The Water Purveyor Parties will jointly authorize one or more of the Water Purveyor Parties' legal counsel to retain consultants to perform scopes of work as approved by the Steering Committee, subject to applicable law for the confidentiality and protection of the work performed and work products produced by consultants. Retention of a consultant under this Agreement by a Water Purveyor Party or its counsel will not prevent that consultant from performing work for another Water Purveyor Party or RWA on matters not included in scopes of work authorized under this Agreement. The Water Purveyor Parties, and not their legal counsel, collectively will be responsible for compensating consultants retained under this Agreement according to their respective shares as set forth in Exhibit A.

Steering Committee has authorized consultants to proceed with certain scopes of work and related task orders, the removed Water Purveyor Party shall remain obligated for payment of its proportionate share of the costs for such authorized work completed as of the date of the Water Purveyor Party's removal. A removed Water Purveyor Party shall not receive any Joint Defense Materials (as defined in Section 8) produced after the date of its removal, whether or not those Joint Defense Materials reflect consultant work performed before the date of that removal.

6. Term. This Agreement shall remain in effect until either of the following events occurs: (a) a majority of the Parties withdraw from the Agreement; or (b) the Steering Committee votes, by a two-thirds majority, to terminate this Agreement.

7. Billing Procedures. For all approved scopes of work by consultants under this Agreement, RWA will have the responsibility for collecting and managing each Water Purveyor Party's contribution of funds to pay for that work; processing invoices submitted by the consultants pursuant to the approved scopes of work and budgets; preparing invoices to the Water Purveyor Parties based on the shares specified in Exhibit A or any future cost-sharing allocation approved by the Water Purveyor Parties; and for maintaining an accurate accounting of this administration of funds. The Water Purveyor Parties will make payments on invoices presented by RWA within 30 days of the date of the specific invoice.

8. Privileged and Confidential Communications.

(a) For purposes of this Agreement, "Joint Defense Materials" includes, but is not limited to, all communications (including communications related to the above-referenced proceedings made prior to the execution of this Agreement), factual materials, mental impressions, legal analyses, theories or strategies, memoranda, reports, notes, emails or any other communications or documents that are protected from disclosure by the attorney-client privilege, work product privilege, deliberative process privilege, executive privilege, common-interest doctrine joint prosecution/defense doctrine, privileges regarding mediation or settlement communications, or any other privilege or protection existing under state or federal law, and that are exchanged among the Water Purveyor Parties, RWA, and/or their respective counsel in connection with their cooperative efforts related to the matters described in this Agreement's recitals.

of these notifications is to provide the party that generated the Joint Defense Materials or any remaining Water Purveyor Party an opportunity to take such steps as they may deem appropriate to protect the Joint Defense Materials.

(g) The sharing of Joint Defense Materials among the Water Purveyor Parties and/or RWA is not intended to and will not constitute a waiver of any privilege or other protection of confidentiality, including but not limited to the attorney-client privilege, work product privilege, common-interest doctrine, deliberative process privilege, executive privilege, privileges relating to mediation or settlement communications, or any other privilege or protection existing under state or federal law.

(h) Execution of this Agreement constitutes the mutual agreement of the Water Purveyor Parties and RWA that any sharing of Joint Defense Materials among themselves is, pursuant to Evidence Code section 912, subdivision (d), and other applicable authorities, reasonably necessary for the accomplishment of the Water Purveyor Parties' and RWA's common purposes as described in this Agreement. Any sharing of Joint Defense Materials among the Water Purveyor Parties and/or RWA is in reliance on this Agreement and the protections that arise from the parties' common interests related to the matters described in Recital B to this Agreement.

(i) If a Water Purveyor Party or RWA withdraws from this Agreement, the provisions of this Agreement shall continue to apply to the Joint Defense Materials that the party received or sent during the time period when that party was a party to this Agreement, including without limitation the duty to maintain those materials' confidentiality under Section 8(b).

(j) If this Agreement is terminated for any reason, the Joint Defense Materials shared pursuant to this Agreement shall remain subject to all privileges cited herein and any other applicable confidentiality protections.

9. Attorney-Client Relationships. The Water Purveyor Parties and RWA are represented by their respective legal counsel in connection with the above-referenced proceedings. A party's legal counsel will not have an attorney-client relationship with any other party to this Agreement as a result of that legal counsel's participation in discussions and actions related to the parties' cooperative efforts on the above-described proceedings.

**CARMICHAEL WATER DISTRICT**

Cathy Lee  
Cathy Lee, General Manager /  
Secretary to the Board

3/19/2021  
Date

**CITY OF FOLSOM, A Municipal Corporation:**

\_\_\_\_\_  
Date Elaine Andersen, City Manager

ATTEST:

FUNDING AVAILABLE:

\_\_\_\_\_  
Christa Freemantle, City Clerk Date Stacey Tamagni, Finance Director/CFO Date

ORIGINAL APPROVED AS TO CONTENT:

ORIGINAL APPROVED AS TO FORM:

\_\_\_\_\_  
Marcus Yasutake, Date  
Environmental & Water Resources Director Steven Wang, City Attorney Date

**CITY OF ROSEVILLE**

\_\_\_\_\_  
Dominick Casey, City Manager Date

**CITY OF SACRAMENTO**

\_\_\_\_\_  
William O. Busath, Director of Utilities Date

**EL DORADO IRRIGATION DISTRICT**

\_\_\_\_\_  
Jim Abercrombie, General Manager Date

**CARMICHAEL WATER DISTRICT**

\_\_\_\_\_  
Cathy Lee, General Manager /  
Secretary to the Board

\_\_\_\_\_  
Date

**CITY OF FOLSOM, A Municipal Corporation:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Elaine Andersen, City Manager

ATTEST:

FUNDING AVAILABLE:

\_\_\_\_\_  
Christa Freemanfle, City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stacey Tamagni, Finance Director/CFO

\_\_\_\_\_  
Date

ORIGINAL APPROVED AS TO CONTENT:

ORIGINAL APPROVED AS TO FORM:

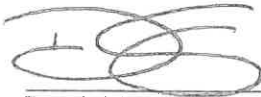
\_\_\_\_\_  
Marcus Yasutake,  
Environmental & Water Resources Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steven Wang, City Attorney

\_\_\_\_\_  
Date

**CITY OF ROSEVILLE**



\_\_\_\_\_  
Dominick Casey, City Manager

3/03/2021

\_\_\_\_\_  
Date

**CITY OF SACRAMENTO**

\_\_\_\_\_  
William O. Busath, Director of Utilities

\_\_\_\_\_  
Date

**EL DORADO IRRIGATION DISTRICT**

\_\_\_\_\_  
Jim Abercrombie, General Manager

\_\_\_\_\_  
Date

**CARMICHAEL WATER DISTRICT**

\_\_\_\_\_  
Cathy Lee, General Manager /  
Secretary to the Board

\_\_\_\_\_  
Date

**CITY OF FOLSOM, A Municipal Corporation:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Elaine Andersen, City Manager

ATTEST:

FUNDING AVAILABLE:

\_\_\_\_\_  
Christa Freemantle, City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stacey Tamagni, Finance Director/CFO

\_\_\_\_\_  
Date

ORIGINAL APPROVED AS TO CONTENT:

ORIGINAL APPROVED AS TO FORM:

\_\_\_\_\_  
Marcus Yasutake,  
Environmental & Water Resources Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steven Wang, City Attorney

\_\_\_\_\_  
Date

**CITY OF ROSEVILLE**

\_\_\_\_\_  
Dominick Casey, City Manager

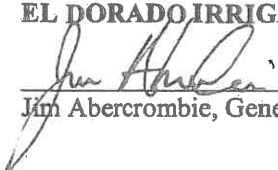
\_\_\_\_\_  
Date

**CITY OF SACRAMENTO**

\_\_\_\_\_  
William O. Busath, Director of Utilities

\_\_\_\_\_  
Date

**EL DORADO IRRIGATION DISTRICT**

  
\_\_\_\_\_  
Jim Abercrombie, General Manager

2-11-21  
\_\_\_\_\_  
Date

Approved as to form:

**Brian  
Poulsen**

Digitally signed by Brian  
Poulsen  
DN: cn=Brian Poulsen, o=El  
Dorado Irrigation District,  
ou=Office of the General  
Counsel,  
email=bpoulsen@eld.org, c=US  
Date: 2021.02.11 10:20:50  
+08'00'

**GOLDEN STATE WATER COMPANY**

\_\_\_\_\_  
Paul Rowley,  
Vice President of Water Operations

\_\_\_\_\_  
Date

**PLACER COUNTY WATER AGENCY**

\_\_\_\_\_  
  
Andrew Fecko, General Manager

\_\_\_\_\_  
2-18-21  
Date

**REGIONAL WATER AUTHORITY**

\_\_\_\_\_  
Jim Peifer, Executive Director

\_\_\_\_\_  
Date

**SACRAMENTO COUNTY WATER AGENCY**

\_\_\_\_\_  
Michael L. Peterson  
Director of Department of Water Resources,  
Acting as Agency Engineer

\_\_\_\_\_  
Date

**SACRAMENTO SUBURBAN WATER DISTRICT**

\_\_\_\_\_  
Dan York, General Manager

\_\_\_\_\_  
Date

**SAN JUAN WATER DISTRICT**

\_\_\_\_\_  
Paul Helliker, General Manager

\_\_\_\_\_  
Date

**GOLDEN STATE WATER COMPANY**

\_\_\_\_\_  
Paul Rowley,  
Vice President of Water Operations

\_\_\_\_\_  
Date

**PLACER COUNTY WATER AGENCY**

\_\_\_\_\_  
Andrew Fecko, General Manager

\_\_\_\_\_  
Date

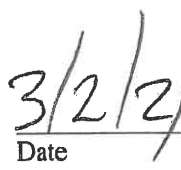
**REGIONAL WATER AUTHORITY**

\_\_\_\_\_  
Jim Peifer, Executive Director

\_\_\_\_\_  
Date

**SACRAMENTO COUNTY WATER AGENCY**

  
\_\_\_\_\_  
Michael L. Peterson  
Director of Department of Water Resources,  
Acting as Agency Engineer

  
Date

**SACRAMENTO SUBURBAN WATER DISTRICT**

\_\_\_\_\_  
Dan York, General Manager

\_\_\_\_\_  
Date

**SAN JUAN WATER DISTRICT**

\_\_\_\_\_  
Paul Helliker, General Manager

\_\_\_\_\_  
Date



**GOLDEN STATE WATER COMPANY**

\_\_\_\_\_  
Paul Rowley,  
Vice President of Water Operations

\_\_\_\_\_  
Date

**PLACER COUNTY WATER AGENCY**

\_\_\_\_\_  
Andrew Fecko, General Manager

\_\_\_\_\_  
Date

**REGIONAL WATER AUTHORITY**

\_\_\_\_\_  
Jim Peifer, Executive Director

\_\_\_\_\_  
Date

**SACRAMENTO COUNTY WATER AGENCY**

\_\_\_\_\_  
Michael L. Peterson  
Director of Department of Water Resources,  
Acting as Agency Engineer

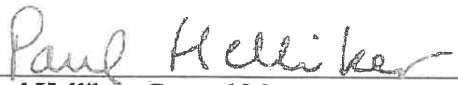
\_\_\_\_\_  
Date

**SACRAMENTO SUBURBAN WATER DISTRICT**

\_\_\_\_\_  
Dan York, General Manager

\_\_\_\_\_  
Date

**SAN JUAN WATER DISTRICT**

\_\_\_\_\_  
  
Paul Helliker, General Manager

\_\_\_\_\_  
March 4, 2021  
Date

**RESOLUTION NO. 10592**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A COMMON  
INTEREST AND COST SHARE AGREEMENT FOR COORDINATED  
PARTICIPATION ON BAY-DELTA WATER QUALITY CONTROL PLAN  
AMENDMENTS**

**WHEREAS**, the City, as part of the American River Water Agencies, began preparations for several regulatory proceedings regarding the Bay Delta Water Quality Control Plan; and

**WHEREAS**, the American River Water Agencies collaborated and funded the necessary technical work to complete a new operating plan, the Modified Flow Management Standard, for the American River, to protect their water rights and water supplies; and

**WHEREAS**, the American River Water Agencies wish to fund the preparation and necessary testimony for the regulatory proceedings regarding the Bay Delta Water Quality Control Plan; and

**WHEREAS**, the American River Water Agencies desire to provide the technical basis to enable their counsel to provide informed legal advice to the respective Parties and to enable the agencies to identify and pursue appropriate approaches to protect American River water supplies and water rights; and

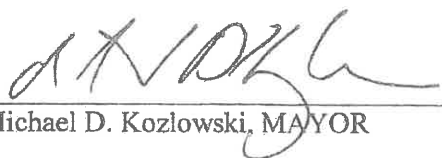
**WHEREAS**, the funds have been budgeted and are available in the Water Operating Fund (Fund 520) in FY 2020-21; and

**WHEREAS**, the American River Water Agencies are seeking to coordinate regional efforts through a Common Interest and Cost-Share Agreement and the agreement will be in a form acceptable to the City Attorney:

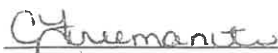
**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Folsom Authorizes the City Manager to Execute a Common Interest and Cost Share Agreement for Coordinated Participation on Bay-Delta Water Quality Control Plan Amendments for a not to exceed fee of \$56,000.

**PASSED AND ADOPTED** this 9<sup>th</sup> day of March 2021, by the following roll-call vote:

|                 |                    |                                                    |
|-----------------|--------------------|----------------------------------------------------|
| <b>AYES:</b>    | Council Member(s): | Chalamcherla, Howell, Rodriguez, Aquino, Kozlowski |
| <b>NOES:</b>    | Council Member(s): | None                                               |
| <b>ABSENT:</b>  | Council Member(s): | None                                               |
| <b>ABSTAIN:</b> | Council Member(s): | None                                               |

  
\_\_\_\_\_  
Michael D. Kozlowski, MAYOR

ATTEST:

  
\_\_\_\_\_  
Christa Freemantle, CITY CLERK

Letter to Participating RWA Members  
Clarification on CIMS Agreement  
April 26, 2023

### **Attachment 3 – Biological Opinion Services and Support (BOSS) Agreement**



## COUNCIL COMMUNICATION

**CC #: 2842**

**File #: 1001-02 & 0400-04-02-1**

**Title:** Northeast Roseville Specific Plan Parcels 5A and 5B - Summary Vacation

**Contact:** Kinarik Shallow 916-746-1309 kshallow@roseville.ca.us

**Meeting Date: 8/2/2023**

**Item #: 7.3.**

### RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to summarily vacate a 1,140-square-foot portion of the existing Public Utility Easement at 550 N Sunrise Avenue.

### BACKGROUND

The project site is located on Parcels 5A and 5B of the Northeast Roseville Specific Plan (NERSP), at the northwestern corner of Eureka Road and N Sunrise Avenue (see Attachment 1 – Vicinity Map). The site is developed with a parking lot that serves the surrounding uses, which consist of medical office buildings, United Artists Theatres, and Chicago Fire Restaurant. The project site has a zoning designation of Regional Commercial/Special Area-Northeast Roseville Specific Plan (RC/SA-NE) and Business Professional/Special Area-Northeast Roseville Specific Plan (BP/SA-NE), and a land use designation of Community Commercial/Regional Commercial (CC/RC) and Business Professional (BP).

The subject parcel is Parcel 2 of the parcel map for Lot 8 of the Northeast Plan Unit No. 2, which was recorded in August 1995. On May 15, 2023, the Planning Division approved a Lot Line Adjustment (LLA) between Parcel 2 and Parcel 3, which contains the existing Chicago Fire Restaurant. The LLA would add approximately 1,140 square feet of area to Parcel 3 to enable the future addition of a patio area for the restaurant. The LLA included a condition to summarily vacate the existing easement prior to recordation of the LLA to avoid any conflicts. To satisfy the condition, the current request is an abandonment of the 1,140-square-foot portion of the easement (see Exhibit A – Easement Abandonment).

Government Code Section 8300 et. seq. (Streets and Highways Code) states that an easement may be terminated (vacated) by adopting a resolution of vacation. There are two pathways for vacation: summary or general. An abandonment request for a public utility easement (PUE) is eligible for the simpler summary vacation when any one of the three potential conditions applies:

1. The easement has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the proposed abandonment.
2. The easement has been in place for less than five years (making it ineligible for condition 1

above), but has been in place for at least a year and has not been used for the purpose for which it was dedicated or acquired.

3. The need for the easement has been superseded by relocation, and there are no other public facilities in the easement.

The PUE was originally recorded with the parcel map for Lot 8 in 1995, but there are no utilities currently within the easement, nor have there been utilities within the easement for the past five years. The proposed easement vacation was routed to all utilities which could be affected by the project, and no objections were received. For these reasons, staff concludes that condition 1 (as described above) for a summary vacation applies and recommends approval of the vacation request.

### FISCAL IMPACT

There will be no fiscal impact to the City.

### ENVIRONMENTAL REVIEW

The approved project which required the abandonment was categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15305(a) pertaining to Minor Lot Line Adjustments and pursuant to Section 305 of the City of Roseville CEQA Implementing Procedures. The summary vacation is consistent with the prior project and is exempt from the provisions of CEQA pursuant to Section 15305 for Minor Alterations in Land Use Limitations.

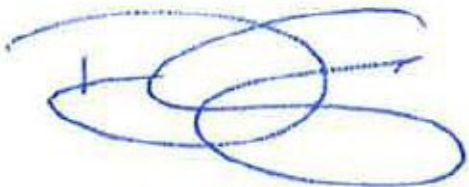
### CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Kinarik Shallow, Associate Planner

Mike Isom, Development Services Director



---

Dominick Casey, City Manager

**ATTACHMENTS:**

**Description**

Attachment 1 Vicinity Map

Resolution 23-322



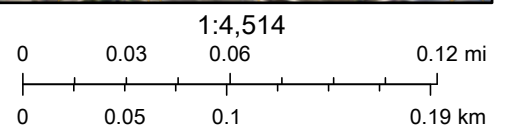
# Vicinity Map



7/3/2023, 9:30:48 AM

 Roseville Parcel

Roseville Street Label



City of Roseville, Nearmap, Maxar

RESOLUTION NO. 23-322

ORDERING SUMMARY VACATION OF A PORTION OF A PUBLIC UTILITY  
EASEMENT AT 550 N SUNRISE AVENUE

BE IT RESOLVED by the City Council of the City of Roseville as follows:

WHEREAS, in accordance with the provisions of Section 8333, et seq., of the Streets and Highways Code (Chapter 4, Summary Vacation), it is hereby found that a portion of a public utility easement at 550 N Sunrise Avenue, described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein by reference, is no longer needed, and there are no other public facilities in the easements; and

WHEREAS, the easements have not been used for the purpose for which they were dedicated or acquired for five consecutive years immediately preceding the proposed abandonment; and

IT IS HEREBY ORDERED:

1. That the portion of the public utility easement at 550 N Sunrise Avenue described in Exhibit "A" and depicted in Exhibit "B" is hereby vacated pursuant to Streets and Highways Code Section 8335, and shall, as of the date of adoption of this resolution, no longer constitute a public utility easement; and
2. The City Manager is hereby authorized to execute any other documents required to effectuate the conveyance of the abandoned/vacated easement to the respective property owners; and
3. The City Clerk is hereby directed to cause a certified copy of this Resolution and Order, attested to by said Clerk under the seal of the City of Roseville, to be recorded in the Office of the County Recorder, and take any other actions necessary to effectuate the intent of this Resolution and Order.

PASSED AND ADOPTED by the Council of the City of Roseville this \_\_\_\_\_ day  
of \_\_\_\_\_, 2023, by the following vote on rollcall:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk



**Exhibit "A"**

**Legal Description  
Abandonment of Easement**

A portion of Parcel 2 as shown in Book 28 of Parcel Maps at Page 89, Placer County Records in Section 36, Township 121 North, Range 6 East, M.D.B. & M., Placer County, State of California described as follows:

Beginning at a point on the West line of Parcel 3 as shown in Book 28 of Parcel Maps at Page 89, Placer County Records from which the southwest corner of said Parcel 3 bears South 26°53'23" West 26.34 feet;

Thence, from said **Point of Beginning** departing said West line along the following three courses:

1. North 63°06'37" West 20.00 feet,
2. North 26°53'23" East 57.00 feet,
3. South 63°06'37" East 20.00 feet to a point on the West line of said Parcel 3,

Thence, South 26°53'23 West 57.00 feet to the Point of Beginning.

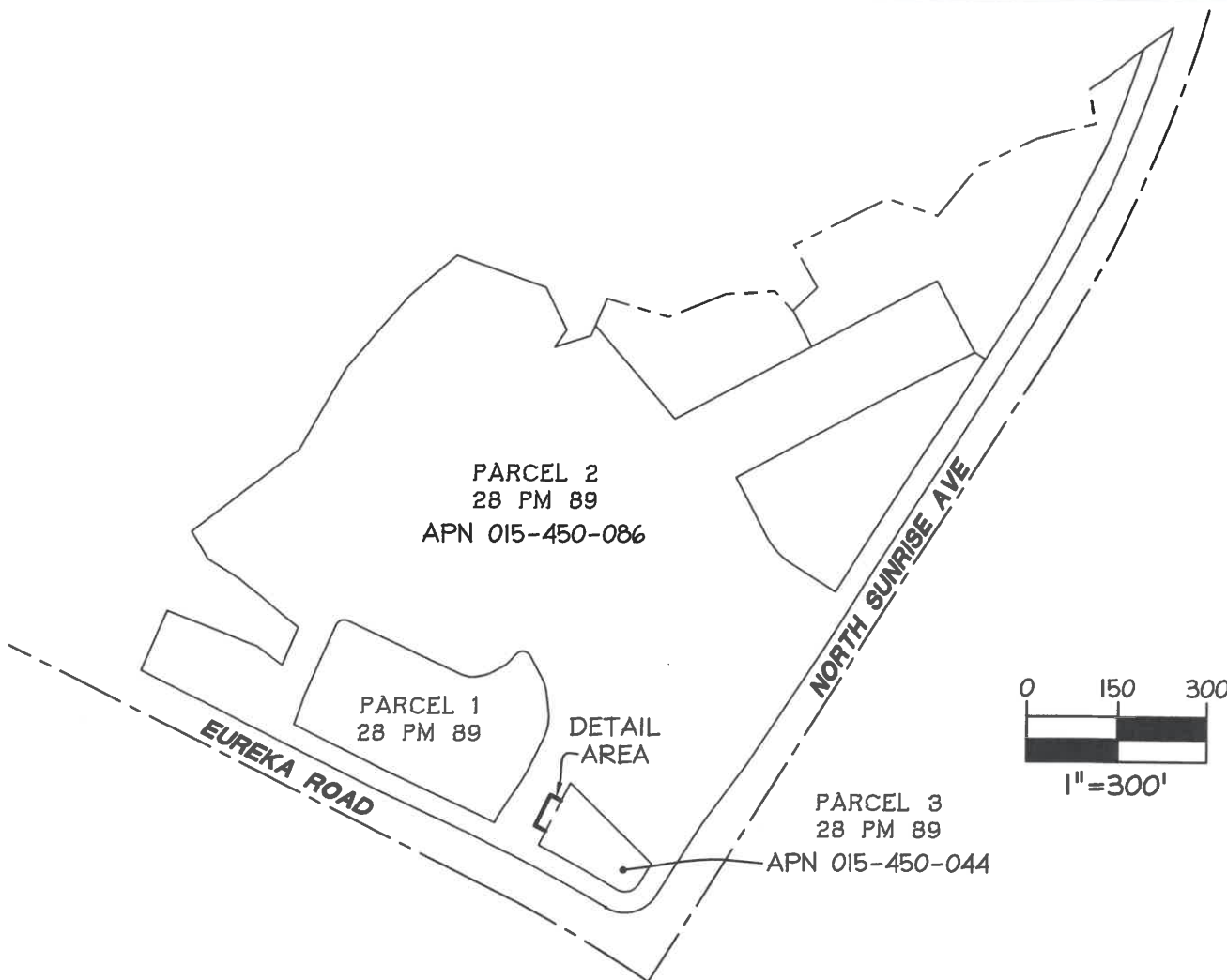
Containing 1,140 square feet, more or less.

Bearings hereon are based on said Book 28 of Parcel Maps at Page 89, Placer County Records.

END DESCRIPTION

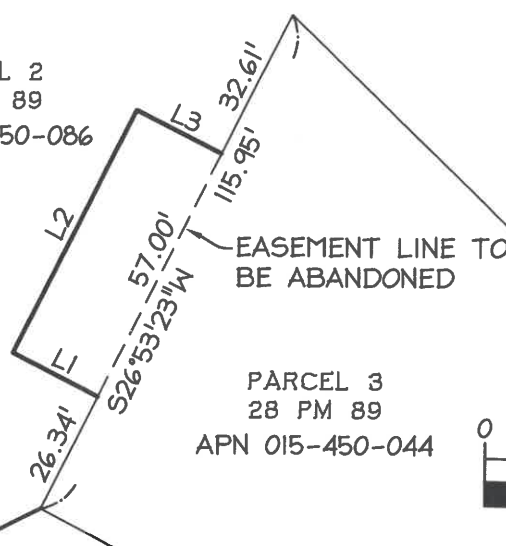
*Patrick R. Druding*



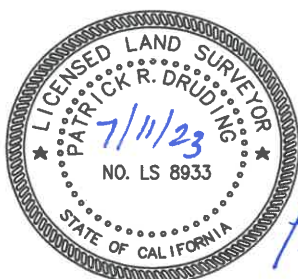


| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE       | BEARING     | DISTANCE |
| L1         | N63°06'37"W | 20.00'   |
| L2         | N26°53'23"E | 57.00'   |
| L3         | S63°06'37"E | 20.00'   |

PARCEL 2  
28 PM 89  
APN 015-450-086



PARCEL 3  
28 PM 89  
APN 015-450-044



*Patrick R. Druding* P.O.B.

SHEET NO 1 OF 1

**GK Giuliani & Kull Auburn, Inc.**  
Engineers • Planners • Surveyors

Post Box 786, Auburn, CA 95604  
(530) 885-5107 Fax (530) 885-5157  
Auburn • San Jose • Oakdale • Sacramento

SCALE: 1"=40'  
DATE: APRIL 19, 2023  
DRAWN: TG  
CHECKED: PD  
DWG NO: M22074PL1  
JOB NO: 22074

**EXHIBIT "B"**  
**EASEMENT ABANDONMENT**  
N.E. 1/2 SEC. 36 T.11N, R.6E., M.D.M.  
500 N. SUNRISE AVE  
CITY OF ROSEVILLE,  
PLACER COUNTY, CALIFORNIA



## COUNCIL COMMUNICATION

**CC #: 2841**  
**File #: 0800-03**

**Title:** California Greenhouse Gas Cap-and-Trade Program – 2024 Greenhouse Gas Allowance Allocation and Reallocation of Existing Funds  
**Contact:** David Siao 916-746-1613 dsiao@roseville.ca.us

**Meeting Date: 8/2/2023**  
**Item #: 7.4.**

### RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution directing all 326,772 of the City's 2024 Greenhouse Gas (GHG) allowances to Roseville's limited use holding account for consignment to the 2024 California Air Resources Board (CARB) auctions. Staff also recommends allocating the expected 2024 auction proceeds to fund the Advanced Metering Infrastructure (AMI) project, as well as reallocating past unspent or unallocated proceeds to fund the AMI project.

### BACKGROUND

As part of the State's Cap and Trade Program, Roseville Electric Utility receives annual allocations of GHG allowances for certain programs or projects, and for meeting compliance obligations. Roseville Electric Utility must designate how to split the allowances for these purposes, including designating the allowances to the corresponding accounts.

Allowances placed in the limited use holding account will be auctioned and the electric utility will receive the proceeds with conditions on how the funds may be spent. Those restrictions on the funds must be used for the benefit of retail ratepayers; used consistent with the goals of Assembly Bill 32; used for the primary benefit of entities or persons other than the ratepayers; and, used to meet compliance obligations for electricity sold into the California Independent System Operator markets.

The City Council has legal and fiscal responsibility under the California Greenhouse Gas Cap-and-Trade Program and must approve the use of all GHG allowances. Each calendar year, the City Council must approve the allocation of the succeeding calendar year's allowances for meeting compliance obligations or selling them in the auction for proceeds.

Roseville Electric Utility has sufficient GHG allowances to meet future compliance obligations and is recommending that the 2024 GHG allowances be consigned to auction, with the proceeds being allocated to fund the AMI Project. Staff also recommends reallocating past unspent or

unallocated proceeds to fund the AMI project.

### FISCAL IMPACT

The value of the 2024 allowances is estimated at approximately \$9.6 million, and the value of existing unallocated and reallocated auction proceeds is approximately \$5.2 million. The Electric Department plans to return to City Council with a budget adjustment for the revenue from the GHG sale proceeds at a later date. As a result, there is no financial impact to customers.

### 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 2024 Greenhouse Gas Allowance Allocation 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,

David Siao, Electric Resources Planner

Dan Beans, Electric Utility Director

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

---

Dominick Casey, City Manager

### **ATTACHMENTS:**

Description

Resolution 23-321

RESOLUTION NO. 23-321

APPROVING THE ALLOCATION OF 326,772 OF CITY'S 2024 GREENHOUSE GAS  
CAP-AND-TRADE PROGRAM ALLOWANCES

WHEREAS, the City Council approved the Roseville Greenhouse Gas Cap-and-Trade Program in August 2012 and updated said program in February 2013; and

WHEREAS, this program defines how Roseville Electric will use the emission allowances it receives from the State each year; and

WHEREAS, each year the City must allocate the following calendar year's allowances between those used to meet its direct compliance obligation and those to be auctioned with Roseville receiving the proceeds;

WHEREAS, the City's 2024 allocation of Greenhouse Gas Cap-and-Trade Program allowances is 326,772; and

WHEREAS, staff recommends all 326,772 of the City's 2024 Greenhouse Gas (GHG) allowances to Roseville's limited use holding account for consignment to the 2024 California Air Resources Board (CARB) auctions; and

WHEREAS, staff also recommends allocating the expected 2024 auction proceeds to fund the Advanced Metering Infrastructure (AMI) project, as well as reallocating past unspent or unallocated proceeds to fund the AMI project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that it hereby approves all 326,772 of the City's 2024 Greenhouse Gas (GHG) allowances to Roseville's limited use holding account for consignment to the 2024 California Air Resources Board (CARB) auctions.

BE IT FURTHER RESOLVED that the expected 2024 auction proceeds as well as past unspent proceeds, fund the Advanced Metering Infrastructure (AMI) project.

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 #: 2844**

**File #: 0704**

**Title:** Parks Design & Construction Standards - 2023 Update

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

**Meeting Date: 8/2/2023**

**Item #: 7.5.**

### RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution approving the 2023 revisions of the Parks Design & Construction Standards, effective August 3, 2023.

### BACKGROUND

The Parks Construction Standards is a guiding document that outlines design and construction standards applied to parks (neighborhood and city-wide), and streetscapes. This document is updated every two years in order to ensure new codes, regulations and requirements are updated or added, address typographical errors, provide clarity in areas that may cause multiple interpretations or misinterpretations, and to ensure the latest technology in irrigation, lighting and other systems.

The revisions included in the July 2023 update include:

1. Correction of typographical errors and minor clarifications; and
2. Updated establishment process for streetscapes with large box trees; and
3. Addresses recent supply chain issues with site furniture from preferred manufacturer; and
4. Updated optional features on various site furnishings; and
5. Addresses new requirements for procurement of recycled organic waste set forth in SB1383; and
6. Updated irrigation specifications, including new central controller communications hardware, flow sensor model and recycled water filter; clarifications on pipe fittings and pipe installation; and
7. Updated the recommended tree and plant list; and
8. Revised standard Parks Details to reflect updated standards, as needed; and
9. Eliminate two details that were duplicative of Development Services standard details for bike trails.

Feedback from contractors and staff is collected over each two-year period which provides the basis for updates/revisions.

### FISCAL IMPACT

The changes described above will have no fiscal impact to projects and could potentially reduce costs by identifying equipment and materials that are less labor intensive to install and maintain. There is no General Fund 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 (CEQA Guidelines §15061(b)(3)). The Parks Design & Construction Standards update does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

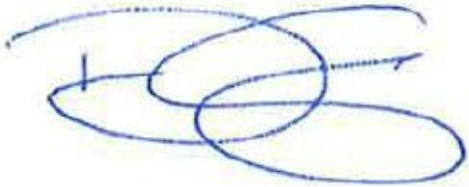
### CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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,

Joel De Jong, Park Development Project Manager

Jill Geller, Parks, Recreation & Libraries Director



---

Dominick Casey, City Manager

### **ATTACHMENTS:**

#### **Description**

Resolution 23-324

Redlined 2023 Park Design & Construction Standards

RESOLUTION NO. 23-324

ADOPTING THE 2023 PARKS DESIGN & CONSTRUCTION STANDARDS

WHEREAS, in 1998, City Council adopted the Parks Construction Standards to provide consistency in the construction of City parks; and

WHEREAS, these standards are updated every two years to ensure that the requirements remain up-to-date and applicable to the current construction environment; and

WHEREAS, the City Council has reviewed the proposed revisions of the Parks Design & Construction Standards, a copy of which is on file with the City Clerk.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the 2023 Parks Design & Construction Standards, effective August 3, 2023, is hereby adopted.

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





# Parks Design & Construction Standards

July 2023 Edition

REDLINE COPY  
FOR COUNCIL APPROVAL ONLY

316 Vernon Street, Suite 400  
Roseville, California 95678  
[www.roseville.ca.us](http://www.roseville.ca.us)

*In order to ensure the most up-to-date version, hard copies of the Buildings & Grounds Section is provided as a supplemental. In all cases, the Buildings & Grounds Section is considered a part of these Parks Construction Standards.*





## **PREFACE**

The purpose of these construction standards is to set a minimum standard to be applied to the design and construction of park and streetscape projects within the City of Roseville. These standards are intended to apply to City-generated projects as well as Developer-generated (“Turn-Key”) projects. To maintain a standard level of consistency, these requirements shall be applied by all Consultants, Developers, and Contractors.

Standard Construction Practice methodology has been applied to the creation of these standards. It is difficult to anticipate all situations, which may require the use of these standards, therefore, modifications, on a case-by-case basis, may be necessary. Proposed changes shall be reviewed by the Parks, Recreation & Libraries department prior to any modifications. These standards are not intended to replace federal, state, or local codes.

This document is organized into six sections:

- ❑ The first section discusses design guidelines and expectations.
- ❑ The second section outlines construction document preparation, Developer responsibilities for “Turn-Key” projects and inspection requirements.
- ❑ The third section references the City of Roseville’s General Conditions for Buildings and Grounds. (See supplemental)
- ❑ The fourth section includes the Park’s standard for technical specifications, section numbers, and formatting. These specification sections make up the “backbone” of the specification package. Additional information and specifications sections will and should be added by the Consultant to ensure that all project parameters are included in the final package. The City of Roseville Department of Public Works Design and Construction Standards is referenced as it applies to the type of work required to be performed.
- ❑ The fifth section contains the standard forms that would apply to each construction project.
- ❑ Lastly, the sixth section contains the standard details typically used in a park project. These details are those that can and should be standardized. Additional details specific to the project are to be prepared by the Consultant and included in the contract documents.

# **PARKS CONSTRUCTION STANDARDS**

## **Table of Contents**

### **Section 1: Design Guidelines**

City Department Key Contacts  
Roseville Parks & Recreation Values  
Section 1A : Design Preliminaries  
Section 1B : Design Development

### **Section 2: Construction Documents**

Construction Documents for Parks  
Construction Documents for Streetscapes

### **Section 3: General Conditions for Building and Grounds**

Refer to Supplemental Publication

### **Section 4: Technical Specifications**

i: Table of Contents  
Section 00 31 46: Permits  
Section 01 10 00: Summary of Work  
Section 01 57 23: Storm Water Pollution Control  
Section 03 30 00: Site Concrete  
Section 04 20 00: Unit Masonry  
Section 05 12 00: Structural and Misc. Steel  
Section 09 91 00: Painting and Finishes  
Section 12 93 00: Site Furnishings  
Section 26 00 00: Site Electrical  
Section 31 10 00: Clearing and Grubbing  
Section 31 20 00: Earthwork  
Section 32 12 16: Asphalt Concrete Paving  
Section 32 15 40: Decomposed Granite Paving  
Section 32 31 13: Chain Link Fencing  
Section 32 32 19: Modular Concrete Retaining Walls  
Section 32 84 00: Irrigation System  
Section 32 90 00: Planting  
Section 33 00 00: Utilities

### **Section 5: Forms & Quality Expectations**

Application and Certificate for Payment  
Continuation Sheet  
Request for Field Instruction  
Change Order  
Project Schedule Sample  
Submittal Summary  
Park Improvement Inspection Card  
Streetscape Inspection Card  
Irrigation Color Schematic Requirements  
Water Audit (Process and Checklist)  
Cue Cards and Expectation Tri-folds

### **Section 6: Details**



**Parks, Recreation & Libraries Department**

## **Section 1: DESIGN GUIDELINES**

## City Departmental Key Contacts

| Department                                                                              | Phone Number (916)                                             |
|-----------------------------------------------------------------------------------------|----------------------------------------------------------------|
| Parks & Recreation,<br>Park Development                                                 | 772-PLAY (7529)                                                |
| Development Services,<br>Building Division<br>(Structural)                              | 774-5332                                                       |
| Electric                                                                                | 797-6937                                                       |
| Inspection Line<br>(Structural, Plumbing &<br>Electrical)                               | 774-5332                                                       |
| Development Services,<br>Engineering Division<br>(Right-of-way Improvements<br>& SWPPP) | 746-1300                                                       |
| Environmental Utilities                                                                 | 774-5770                                                       |
| Planning                                                                                | 774-5276                                                       |
| Permit Center                                                                           | Open to public: M-F<br>8 a.m. - 4 p.m. at<br>311 Vernon Street |

---

## Roseville Parks, Recreation & Libraries Values

---

### **Parks, Recreation & Libraries Mission**

To enhance lives and the community by providing exceptional experiences.

### **Parks, Recreation & Libraries Vision**

To be the leader in creating a healthy community through progressive, sustainable & memorable experiences.

### **Parks, Recreation & Libraries Values**

- Fun & Celebration
- Innovation
- Learning
- Creativity
- Health & Wellness
- Community
- People
- Stewardship
- Safety
- Inclusion
- Diversity
- Collaboration

### **Values in Our Partners (Consultants, Contractors, Developers, Others)**

- Responsiveness
- Creative and Innovative
- Team Work
- Fiscally Responsible
- Timeliness
- Human Design Bias
- Place-making orientation
- Learners-Teachers
- High Tech-High Touch
- Honesty and Ethics

The focus in all projects should be creating areas for social interaction for people oriented experiences/outcomes. Each space should offer, at minimum, an opportunity to learn and grow, interact and be social through a variety of positive active/programmed and passive/self-directed activities, which are aesthetically pleasing and are safe, clean and green.



**Parks, Recreation & Libraries Department**

**Section 1A:  
DESIGN PRELIMINARIES**

## Design Guidelines and Preferred Materials Checklist

These guidelines do not replace adopted Specific Plan Design Guidelines for landscape medians and street frontages. These Specific Plan Design Guidelines also contain conceptual guidance for improved park amenities. For all master plans, the proposed design shall include elements outlined in the adopted Specific Plan to the extent possible.

### Grading

- ❑ Do not grade turfed slopes greater than 4:1 (25%) as it cannot be easily mowed. If possible, provide a 60" minimum flat bench at top of slope.
- ❑ Crown playing fields such as baseball, softball, and soccer, at a minimum of 1.5%, preferably 2%.
- ❑ Consider spectator areas when grading the play field sidelines. Provide adequate level areas for spectator seating.
- ❑ Provide for a not-to-exceed 2% cross slope on walkways, unless it can be demonstrated that compliance of the 2% cross slope negatively impacts the usability of the park.
- ❑ Longitudinal slopes on walks may vary when necessary given the site-specific terrain. Do not exceed 20:1 (5%) without providing handrails per the ADA regulations and the California Title 24 Building Code.
- ❑ Ensure compliance with Americans with Disabilities Act of 1990 (ADA), California Title 24 Building Code (Title 24) and minimize the need for handrails whenever possible.
- ❑ Hard court surfaces shall be graded at 1%.
- ❑ Obtain the current standard notes for grading from the [Public Works Development Services](#) Engineering Division. These can be found online.
- ❑ Comply with the City of Roseville Oak Tree Ordinance.
- ❑ Slopes greater than 3:1 are not permitted. If unavoidable circumstances arise during construction, a solution for future erosion of bark and soils must be provided for all slopes greater than 3:1. A drainage plan showing a constructed drainage solution must be provided. An example is to place drain inlets at point discharges and a swale two feet from back of walk. Approval of the proposed drainage solution must be obtained from the Parks and Recreation Department prior to installation.

### Drainage

- ❑ Confirm and indicate depth of storm drain stub.
- ❑ Locate all clean-outs **OUTSIDE** of the play area, within planting or turf.
- ❑ Provide a combination system using a main drain inlet and a perforated pipe (in a drain rock filled trench) drainage system to capture long runs or isolated areas within the play area. Slope subgrade to drain inlets.
- ❑ Do not locate drains within or immediately adjacent to a play field.
- ❑ Do not use drop inlets smaller than sixteen inches (16") square or diameter for landscape areas and twenty-four inches (24") minimum for all other areas. Drop inlets shall be concrete.
- ❑ Refer to Parks Standard Construction Details and Public Works Design and Construction Standards. Ensure the plan reference is to the most recent edition.
- ❑ For swales in planted or turf areas, ensure a minimum slope of 2%. Avoid swales in turf whenever possible.
- ❑ Do not sheet drain from planted or landscape areas across hardscape.



- ❑ Manholes shall be ~~48" square (minimum) and~~ per the ~~Public Works~~Development Services Design and Construction Standards.
- ❑ For storm drain stubs to future phases of work, cap or install a riser above the silt line.
- ❑ Do not place drains within the Oak tree canopy.

#### **Chain Link Fencing**

- ❑ Where fencing is related to a specific facility, i.e. tennis courts, etc., install black vinyl coated fabric, posts and fittings, whenever budget allows.

#### **Site Furniture**

- ❑ Do not specify wood furniture.
- ❑ Use only in-ground mounted site furniture, except drinking fountains and trash receptacles, unless otherwise approved by project manager.
- ❑ All site features, including planter and sound walls shall be sealed with two coats of anti-graffiti sealant in compliance with the ~~Public Works~~Development Services Design and Construction Standards. Site furniture, i.e. benches, picnic tables, etc. shall be coated with anti-graffiti finishes.
- ❑ Planters, seat walls and retaining walls shall be designed to prevent skateboarding. This shall be an integral part of the overall design. Third party "add-ons" shall be prohibited.
- ❑ Colors "to be selected by the City". Select furniture that provides compatible colors with the play components.
- ❑ Provide a two-foot (2') clearance between hardscape edges and site furnishings.
- ❑ Provide a minimum four-foot (4') clearance between picnic tables or other obstructions on a minimum of one side for each table.

### Preferred Materials List

(While materials and equipment are listed as preferred, it shall be understood to include "or accepted equal" as stipulated in the standard specifications.)

| Description              | Model #                                                               | Manufacturer             | Distributor                                                    | Comments                                                                                                                                                                     |
|--------------------------|-----------------------------------------------------------------------|--------------------------|----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Backstops<br>(Permanent) |                                                                       |                          |                                                                | <del>Shall be per PK-45 or PK-46 and PK-50</del> Obtain preferred configuration from project manager                                                                         |
| Backstops<br>(Portable)  | 1204-12                                                               | Patterson Williams       | Miracle Play Group<br>(916) 317-0545                           | or accepted equal.                                                                                                                                                           |
| Ball Field Mix           | 60/40 red lava and clay loam                                          |                          | <del>Valley Cascade</del> Rock<br>916-383-1300<br>916-652-7209 | or accepted equal.                                                                                                                                                           |
| Barbecue Pits            | #200-X                                                                | Iron Mountain Forge      | All About Play<br>(800) 788-8855                               | Heavy duty, black or accepted equal.                                                                                                                                         |
| Basketball Courts        |                                                                       |                          |                                                                | Concrete with fiber mesh, except with prior approval.                                                                                                                        |
| Basketball Goals         | 1513-26-44 #29 backboard perimeter                                    | Patterson Williams       | Miracle Play Group<br>(916) 317-0545                           | 6' offset, #44 net and #44 goal, #26 1/4" rectangular heavy-duty solid steel, powder-coated backboard with #29 perimeter, lifetime warrantee. Dual post                      |
|                          |                                                                       | Tomark Sports            | (800) 959-1844                                                 |                                                                                                                                                                              |
|                          | TF7174 (rim)<br>PP10172 (net)<br>TFS172 (backboard)<br>TF7175 (stand) | Wausau Tile              | (800) 231-4836                                                 | 6' offset, heavy-duty chain net, aluminum rectangular powder-coated backboard. Single pre-cast concrete post.                                                                |
|                          |                                                                       |                          |                                                                | or accepted equal.                                                                                                                                                           |
| Benches                  | 'SG' Series Signature Series                                          | Wabash Valley            | Miracle Play Group<br>(916) 317-0545                           | <del>Expanded-Perforated</del> metal, PVC coated, in-ground mount or accepted equal. ***Due to current lead time issues, contact PM for accepted alternate manufacturers.*** |
| Bike Racks               | WBR-700                                                               | L.A. Steelcraft Products | Ross Recreation<br>(916) 985-6349                              | 7' loop (ribbon-style), 2-3/8" O.D Powder coated                                                                                                                             |
|                          | 709                                                                   | Miracle                  | Dale Green & Associates                                        | Loop style, powder coated or accepted equal.                                                                                                                                 |

Formatted: Font: Not Bold



|                    |                         |                           |                |                                                                                                         |
|--------------------|-------------------------|---------------------------|----------------|---------------------------------------------------------------------------------------------------------|
|                    |                         |                           | (916) 672-0112 |                                                                                                         |
| Bollard            |                         |                           |                | shall be per detail PK-39.                                                                              |
| Chain Link Fencing | Standard 9 gauge fabric | Per Standard detail PK-40 |                | At play courts, all parts (i.e. posts, fabric, fittings) black vinyl coated, unless otherwise accepted. |

### Preferred Materials List

(While materials and equipment are listed as preferred, it shall be understood to include "or accepted equal" as stipulated in the standard specifications.)

| Description              | Model #                                       | Manufacturer                               | Distributor           | Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------------|-----------------------------------------------|--------------------------------------------|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Booster Pump             |                                               | <u>V-Power Equipment, Inc. Custom Pump</u> | <u>(888) 830-8025</u> | Sizes required by irrigation system or accepted equal.                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Water Feature Controller |                                               | Water Odyssey                              |                       | Sizes required by water play features or accepted equal.                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Drinking Fountains       | <u>#10145 SM440</u>                           | Most Dependable Fountains                  | (800) 821-9838        | <u>Bottle filler, dual bowl and accessible Dual bowl with jug filler &amp; Include recessed hose bib with locking cover, stainless steel control valves with o-rings, and external stainless steel surface mount carrier</u><br><del>stainless steel carrier surface option and black powder-coated finish.</del> Jug fillers to be added <u>only</u> at field complexes with 2 or more fields. All drinking fountains to connect to sanitary sewer lines where feasible |
| Light Pole               | RT34- <del>14-16</del><br>DE BLK<br>TXT 30-30 | Whatley                                    |                       | <u>14'-16'</u> nominal mounting height, round tapered, direct burial pole. Finish: Black<br><del>(This item is available at Central Stores.)</del>                                                                                                                                                                                                                                                                                                                       |
| Lights (Security/        |                                               |                                            |                       | Whenever possible, match existing                                                                                                                                                                                                                                                                                                                                                                                                                                        |



|                          |                       |                                           |                |                                                   |
|--------------------------|-----------------------|-------------------------------------------|----------------|---------------------------------------------------|
| Pathway)                 |                       |                                           |                | streetlights and use an LED fixture               |
| Lights (Parking lot)     |                       | Verify fixture style with Project Manager |                | 150 W HPS. 20' straight steel pole. Finish: Black |
| Park Identification Sign | City Standard PK-28   | Quick Crete Products Norco, CA            | (916) 447-8644 | Concrete                                          |
|                          |                       | Outdoor Creations Inc.                    | (530) 365-6106 |                                                   |
| Park Namesake Bio Sign   |                       | KVO Industries, Inc.                      | (707) 573-6868 | Information provided by City.                     |
| Playground Rules Sign    | City Standard PK - 24 | Gopher Sign Company                       | (651) 698-5095 | Or accepted equal                                 |

### Preferred Materials List

(While materials and equipment are listed as preferred, it shall be understood to include "or accepted equal" as stipulated in the standard specifications.)

| Description            | Model #                      | Manufacturer         | Distributor                                        | Comments                                                                                                                                                                                                                                                               |
|------------------------|------------------------------|----------------------|----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Picnic Tables          | 'SG' series                  | Wabash Valley        | Miracle Play Group<br>(916) 317-0545               | <u>Expanded-Perforated</u> metal, PVC-coated, in-ground mount. Select 6' long tables with double legs and cross braces. Specified tables shall not have umbrella holes. <u>***Due to current lead time issues, contact PM for accepted alternate manufacturers.***</u> |
| Garbage Cans           | <u>Urbanscape "FG Style"</u> | <u>Wabash Valley</u> | <u>Miracle Play Group</u><br><u>(916) 317-0545</u> | <u>Specify solid dome top, 32-gallon size with receptacle, surface-mounted. Due to recent changes in waste management regulation, contact project manager for preferred models.</u>                                                                                    |
| Tennis Court Posts/Net | 2205                         | Patterson Williams   | Miracle Play Group<br>(916) 317-0545               | 3" sq. posts, black vinyl coated, removable brass tension handle. Heavy duty net or accepted equal.                                                                                                                                                                    |

|                                    |                                                    |                                          |                                      |                                                                                                                          |
|------------------------------------|----------------------------------------------------|------------------------------------------|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| Volleyball Posts                   | 2219-20                                            | Patterson Williams                       | Miracle Play Group<br>(916) 317-0545 | 4" O.D. posts, 11'-6" long w/fixed eyelets, self-securing rope clamp, 4" stainless steel cable option or accepted equal. |
| Volleyball Net                     | PBN4                                               |                                          | Volleyballusa.com                    |                                                                                                                          |
| Volleyball Sand                    | <del>Mortar #1</del><br><del>Masonry</del><br>Sand | Hasties Capitol Sand & Gravel            | (916) 989-4600                       |                                                                                                                          |
| Softball Bases and Pitching Rubber | 10355                                              | Enduro Bury-In Home Plate                | Tomark Sports<br>(800) 959-1844      | 1/field                                                                                                                  |
|                                    | 10390                                              | Step-Down Pitching Rubber                |                                      | 2/field                                                                                                                  |
|                                    | 10053 and 10050                                    | Saf-T-Slider Base with Double First Base |                                      | 1 set/field                                                                                                              |
|                                    | 10225                                              | Anchor Ground Stakes                     |                                      | 8 total/field                                                                                                            |

#### Play Areas

- ❑ Provide a minimum of three inches (3") between the finish surface of engineered wood fiber or sand and the top of curb/wall/or other. Ensure the 3" is at compaction/settling.
- ❑ Include as a part of the design "Age Appropriate" stickers visibly displayed on the equipment indicating the age range of the user in which the designed play structure is intended.
- ❑ Include as a part of the design the location of a "Playground Rules" sign indicating expectations for playground behavior and supervision. See standard details for sign design.
- ~~❑ Provide for an accessible path of travel to every major play component (the transfer deck of an active play structure and one belt swing), i.e. poured-in-place rubber surfacing per ASTM requirements. The path of travel must be constructed on non friable materials.~~
- ❑ Orient the transfer deck to relate directly to the play area entry. Provide an access ramp in compliance with the latest ADA regulations, Consumer Product Safety Commission (CPSC) Guidelines, and American Standards, Testing and Materials (ASTM). Comply with all applicable laws.
- ❑ Separate the swing area from the active play area to avoid conflicts in play circulation. Separation should be physical.
- ❑ Provide an eight foot (8') distance use zone between the play component and the play area containment edge.
- ❑ Do not overlap use zones, unless accepted in applicable regulations/codes. Use zones shall remain in compliance with accepted standards and requirements.
- ❑ Do not include "Super Scoops" or similar type sand scoop play components.
- ❑ Do not include rubber tile in the play design.

- ❑ Site play area for safe play and easy viewing from the street or parking lot.
- ❑ Sand for play areas shall be ~~no mortar~~ #1 masonry sand as produced by Hasties Sand & Gravel, Roseville, California or equal.
- ❑ Colors of the play components "to be selected by the City".

#### **Irrigation**

- ❑ Confirm and indicate depth of water stubs.
- ❑ Recycled Water Systems: See City Environmental Utilities Department (EU).
- ❑ **Irrigation Pressure Calculations and Watering Schedules**
  - Pressure loss calculations must consider utilizing a minimum of two and up to 4 valves concurrently equaling the largest system demand.
  - Pressure loss calculations must consider the longest run and the largest demand based on gallons per minute.
  - Pressure loss calculations shall consider static water pressure at build-out.
  - Watering schedules should consider a finite watering of nine hours per day. The maintenance watering schedule should ensure that the entire system associated with each controller shall meet the nine hour window per day. Watering various areas within a system for seven days a week does not meet the nine hour per watering day criteria.
  - The goal of the irrigation system is to provide maximum flexibility to the system in cases where pressure losses are greater than originally estimated, new valves must be added to the system or other long term needs to ensure a healthy, thriving landscaped/turf area.
- ❑ Contact EU for selected/accepted backflow prevention device and/or refer to the Development Services Design and Construction Standards.
- ❑ Comply to extent reasonable with the City's water conservation ordinance.
- ❑ Meter
  - The meter shall be a part of the construction contract. Meters must be purchased through the City (EU).
  - The water connection (if not previously provided) shall be provided by EU. Fees for such connection shall be waived. The actual water tap shall be performed by the City (EU). Costs for installation shall be part of the contract.
- ❑ Backflow Preventers (BFP)
  - The BFP can be installed by the contractor OR by the City. All costs of installation (no matter method) is the responsibility of the contractor.
  - Size BFP the same size as the meter.
  - Type shall be accepted by EU.
  - Provide a lockable and removable insulation cover.
- ❑ Master Valve
  - For systems with one master valve, use a normally open master valve.
  - For systems with two master valves, the smaller master valve shall be normally open and the larger master valve shall be normally closed.
  - Install master valve in valve box below grade.
- ❑ Flow Meters
  - ~~Install~~ Utilize preferred ultrasonic flow meter that can capture maximum flow and minimum flow for the system. ~~If needed, install two flow meters — one flow meter to capture minimum flow and one meter to capture maximum flow.~~

- Refer to Calsense design guidelines for proper sizing. Use Calsense "Recommend Range".
- Controller
  - Install one antenna for every controller.
  - Controllers for irrigation shall be Calsense and wired one (1) valve per output. Communications shall be via ~~radio~~ radio customized cellular configuration using a combination of Calsense and third party components.
- Piping
  - Locate mainline as close to hardscape edges as possible.
  - Do not pipe full and part or quarter turf rotor heads on the same valve.
  - Sleeve all wiring and waterlines under paving and supply a spare sleeve, same size as largest, capped at both ends under roadways. Mark sleeves with ball markers.
  - Pipe sprinkler heads following grade contours.
- Automatic Control Valves
  - The total number of turf heads per valve and GPM flow rate shall not exceed 75% maximum flow rate of the backflow as measured on the downstream side of the backflow.
  - All valves shall be Rainbird with ball valves on the inlet side or approved equal.
  - Zones (Valves) GPM should be matched so that when (the maximum number of) combined (largest valves) in a single program line they will operate close to or equal to the POC (mainline size) assigned maximum GPM. Combine 2 or more turf valves not to exceed MAX POC.
  - Reclaimed Valves to be PEB – no scrubber valves.
  - Water Window: 9 p.m. to 6 a.m. for reclaimed water. (9 hours)
  - Water Window: 9 p.m. to 6 a.m. for potable water. (9 hours)
  - Water Window: Sports Complex with Lights 11 p.m. to 6 a.m. (7 hours)
  - When using turf block or cells, design irrigation within these areas to be separate from adjacent areas for ease of operations.
- Sprinkler Heads
  - When recycled water is used, avoid direct spray onto picnic tables & drinking fountains.
  - Discuss head layout concepts with Project Manager prior to design. Multi-head (rotor) layouts in turf for long turf growth are discouraged.
  - Heads shall be spaced to achieve maximum Distribution Uniformity (DU) and designed to the middle nozzle or middle of nozzle range to allow for maximum adjustability.
  - For turf areas wider than 20 feet:
    - use Rainbird, 8000 or 5500 series
    - use stainless steel riser
    - use risers 5" or taller.
    - use pressure regulators in heads
  - For turf areas less than 20 feet wide:
    - use Rainbird R-VAN nozzles
    - use Rainbird 1800 P45 or Hunter PROS-PRS40 series body
    - use 6" pop-up height

- use pressure regulators in heads
- use built-in check valve where needed to prevent low head drainage.
- Spray heads and bubblers for planted areas:
  - In areas where width is 8' or greater:
    - use Rainbird R-VAN nozzles
    - use Rainbird 1800 P45 or Hunter PROS-PRS40 series body
    - use reclaimed body cap when needed (-R)
    - use matched precipitation rates
    - use pressure regulators in heads
    - use built-in check valve where needed to prevent low head drainage.
    - use 12" minimum offset from hardscape where prevention of overspray and run-off is required.
    - Do not use head spacing greater than 20' in planted areas.
  - In areas where width is < 8':
    - use flood bubblers, stream bubblers, or other micro-emission devices
    - use Rainbird 1800 PRS series body
    - use check valve (SAM) when slopes are greater than 3%
    - use reclaimed body cap when needed
    - use pressure regulators in heads
    - use of drip may be considered on narrow, sloped planters where no other technology is feasible, and will be reviewed on a case-by-case basis.
  - Design systems with deep water bubblers to all trees. Tree bubblers shall be on a separate valve from other plantings. in turf or planters for 24" boxed specimen or larger.
  - Design irrigation zones large enough to see flow on controller independently. This may require a by-pass manifold with two flow sensors.
  - Provide quick couplers at 400'-300' on center. Provide potable connection and at drinking fountain and picnic area locations.
- Sewer
  - Indicate sewer stub, depth of stub and proposed pipe routing.
  - If phased, indicate future manholes.
- Other
  - Comply with the City and State Water Conservation Ordinance.
  - Provide a complete water table outlining water needs per valve by month for a twelve-month period. The water table shall be included in the project manual as a part of the specifications (appendix) or on the plans.
  - Provide a complete watering schedule per valve. The watering schedule shall be included in the project manual as a part of the specifications (appendix) or on the plans with expected precipitation rates per valve. The schedule shall list the area (in sq ft) that is irrigated by that valve.
  - All Consultants shall utilize the attached irrigation legend shown in Section 1B for standardization of symbols for commonly used equipment.
  - ~~Install a manual bypass for all quick coupler valves.~~
  - Do not irrigate within the tree canopy of existing Oak.



- Points of connection, valves, gate valves, meters, and backflows shall be line size unless specifically approved by the Parks Department.
- All swing joint components shall be the same size as the inlet of the sprinkler head to be connected.
- Install a mow band to separate City maintained landscape areas from private maintained landscape areas for streetscapes.
- Install a mow band to separate irrigation systems that use potable water from irrigation systems that use recycled water for streetscapes.
- Install a mow band to delineate the end of a recycled mainline and the start of a different recycled mainline for streetscapes.
- Recycled water signs shall be at park entrances only.
- No planter area shall be less than 4' wide at its minimum width.
- Baseball/softball infield irrigation: (See PK-51 and PK-52)
  - Install a minimum of ~~five~~ four (54) rotors on all infields; refer to PK-51 and PK-52. Use Rainbird 8000 heads. Set heads a minimum of four inches (4") and a maximum of six inches (6") into the turf from the infield edge.
  - Set infield rotors a minimum of four inches (4") and a maximum of six inches (6") away from backboards or hardscape.
  - Install a brass manual irrigation valve after the RCV to turn on the infield line.
  - Infield watering must be connected to potable water supply. Ensure there is adequate pressure to operate valves not using a booster pump.

#### Landscape Standards

- It should be noted that each specific plan area was carefully planned to create a unique aesthetic using plant material as a key component to achieve the aesthetic goals of the area. Selected plant material should consider the original goals outlined in the design guidelines specific to each plan area.
- Overall Landscape Concepts must:
  - Meet Water Efficient Landscape Ordinance (WELO) goals for water conservation,
  - Ensure diversity in trees, shrubs and groundcovers.
  - Include a mix of seasonal color/flowers (no annuals);
  - Consider location for height of plants at maturity
  - Against buildings/walls: taller plants against wall with layers of descending heights toward the front of planter with groundcover or sub shrubs in front 6" or lower at maturity;
  - In the open (planters with sidewalks on both sides, pathway one side/turf on other, streetscape medians, etc.): taller plants in the center with descending mature heights toward both edges and groundcover or sub shrubs at outer edges (6" or lower);
  - On berms taller than 2' from finish grade: sub shrubs or groundcover (6" or lower) only (total height with plantings at maturity to be 30" or less unless berm is existing);
  - Avoid use of woody stemmed shrubs;
  - Consider walk-on turf alternatives (low groundcover-types);

- Use perennials to add color, but ensure evergreen are dominant in the planters.
- Evergreens to provide mix of texture, leaf color and proven longevity;
- Focus on water conserving plants and not natives, succulents or water thirsty plants;
- Use multiple types of trees, shrubs and groundcovers (avoid designs that utilize only one tree, one shrub and one groundcover species);
- Review and contrast specific plan design guidelines with plant material noted in the Parks Construction Standards and current master gardeners/national nursery associations' plant cultivation advances

#### **Landscaping for Parks**

- Designs of parks and streetscapes shall maximize use of water-wise plants to the extent possible. Turf shall be designed for functional use for recreational purposes. Eliminate all non-functional turf.
- Where space allows, provide tree groupings in groves rather than in singles or rows in equal intervals, unless the design dictates the need.
- Provide a ten-foot (10') clearance between the tree trunk and the edge of hardscape, locate trees in center of planted areas and not in a straight row.
- Provide an eight-foot (8') minimum clearance between trees and other site improvements, including shrubs.
- Provide an entry planted (non turf) area to locate the park identification sign. Provide three to five (3-5) specialty roses to accent the sign. See City Project Manager for specific type.
- Refer to the list provided for preferred trees. Selected trees shall fulfill the following criteria:
  - For all areas with drains, do not plant trees within 12' of the drain, whenever possible.
  - Be appropriate to the site specific environment;
  - Tolerates heavy soil conditions;
  - Tolerates freeze;
  - Is considered disease and pest resistant;
  - Is known to have a deep rooting system (not shallow rooted) and
  - Tolerates heat (is not susceptible to sunburn).
  - Tree species, which are known for shallow root systems may be considered acceptable if located within a planted area and/or planted with root barrier panels.
  - When providing tree cut outs within hardscape, provide a five-foot (5') diameter round or square cut out. When budgets allow, include tree grates.
  - Planting sizes shall be:
    - 15 gallon for trees
    - 5 gallon for shrubs
    - 1 gallon for vines, selected shrubs and groundcovers
    - Flats for groundcovers-
    - *Size variations to be accepted by the City.*
  - Medium to large trees shall be spaced no closer than 25' on center.

- Trees shall be planted no closer than 15' to any light fixture or structure.
- Landscape plans shall draw all plantings, including trees at the mature widths.
- Plants shall be located away from edge of pavement equal to the radius of the shrub at maturity, plus one foot. (E.g., a shrub that will grow to a 4' width at maturity shall be placed no closer than 3' from edge of pavement.)
- Berms shall not exceed 30" in height. This shall include plant material at maturity.
- Obtain a soils fertility test and report and include amendment recommendations as a part of improvement plans/construction documents.
- For trees located within open space or natural areas, install drain tiles within the plant basin.
- The application of recycled mulches may be considered on a specific case-by-case basis in compliance with SB1383's Recovered Organic Waste Product Procurement Targets. Discuss suitability with project manager.

Formatted: Left

Formatted: Font: Calibri, 11 pt, Font color: Custom Color(RGB(31,73,125))

### **Landscaping for Streetscape**

- Grading & Drainage
  - Berms shall not exceed 30" in height. This shall include plant material at maturity.
  - Slopes greater than 3:1 are not permitted. If unavoidable circumstances arise during construction, a solution for future erosion of bank and soils must be provided for all slopes greater than 3:1. A drainage plan showing a constructed drainage solution must be provided. Approval of the proposed drainage solution must be obtained from the Parks and Recreation Department prior to installation.
  - Streetscapes shall not solely rely on surface drainage to address run-off issues. Hard pipe or other designed drainage systems shall be included in all design solutions.
  - Run-off shall be collected and satisfactorily addressed in order to avoid excessive water on sidewalks and/or bike trails.
- Landscaping
  - Tree and plant selection shall be consistent with the specific plan design guidelines AND these Parks Construction Standards.
  - In addition to the original goals of the specific plan, consideration related to major arterials and collector streets that cross specific plan areas or that stretches for long lengths should consider continuity of the plantings. This can be achieved in many ways:
    - Consistent street tree choices;
    - Groupings of a common tree species throughout the length of the road;
    - Use of a common shrubs and groundcover in groupings;
    - Specialty paving in the noses and crossings that convey continuity.
  - All landscape plans shall show sight distance triangles (to be confirmed by the project engineer), signs, street lights, utility boxes, fire hydrants and any other appurtenances that will affect landscape and irrigation installation.
  - Plantings within the sight distance triangles shall be no taller than 12" at mature height.

- For unsignalized left turn lanes, landscaping shall be no taller than 12" at mature height for a distance of 175' as measured from the nose of the median.
- Trees in medians to be in two rows and offset to avoid a visual "picket fence" effect.
- Obtain a soils fertility test and report and include as a part of improvement plans/construction documents.
- A soils fertility test shall be obtained by the contractor and submitted for review prior to adding soil amendments. The soils fertility test shall include recommendations for amendments.
- Irrigation
  - A master irrigation plan shall be developed, submitted and approved with the first phase of sub-phase of a development plan set.
    - The master irrigation plan shall show mainlines and sizes (gallons per minute and pressure), separate point of connections and sizes for each sub-phase, controller sizes, sleeves sizes and locations and valve sizes and locations.
    - Once approved, the master irrigation plan shall be included with each subsequent phase of sub-phased improvement plans.
    - Also, approved sleeve locations shall be reflected on the civil plans.
  - All plans must include a separation of City maintained irrigation and privately maintained irrigation for all irrigation areas shown on the plans. Separation of services includes but is not limited to the following: water meter, backflows, main line, lateral lines, valves, sprinkler layout, drip lines and all other irrigation related items.
  - City maintained irrigation lines, including the main line must not be constructed in privately maintained landscape areas or private property. The separation of City maintained irrigation and privately maintained irrigation must be easily identified on the plans to receive plan approval.
  - If the plans do not contain any City maintained irrigation a note stating this must be shown on each sheet containing irrigation plans.
  - Comply to extent reasonable with the City's water conservation ordinance.
  - All equipment and components of the irrigation system shall be consistent to these Parks Construction Standards. No substitutions are allowed, unless specifically approved.
  - Points of connection, valves, gate valves, meters, and backflows shall be line size unless specifically approved by the Parks Department.
  - For streetscapes, booster pumps are not considered a solution to address low pressure concerns and shall not be used.
  - All swing joint components shall be the same size as the inlet of the sprinkler head to be connected.
  - Master valve shall be Superior.
  - Place mainline in parkway strip if planter is 10' or wider. Otherwise, place mainline in 2' bench at back of walk.
  - Parkway strips under 8' width may use Rainbird R-Van side strip and corner strip nozzles, as appropriate.

- Areas where width is 4' – 6' (such as tapered noses of medians) should remain unirrigated and unplanted, mulched only. Under 4' should be paved.
- On-Site Amenities
  - Entry monuments and signs shall be designed to include monolithic signage or lettering that is connected as one component. Single lettering is prohibited. All signs and lettering shall be bolted in place and must be flush against surface. Use of epoxy only is prohibited.
  - All plans must include a physical separation, such as a concrete mow band between City maintained landscape and privately maintained landscape. The separation of City maintained landscape and privately maintained landscape must be easily identified on the plans to receive plan approval. If the plans do not contain any City maintained landscape areas a note stating this must be shown on each sheet containing landscape plans.
  - Selected stone veneer or stonework shall be available on a long-term basis to ensure future repair work will provide consistency in aesthetics. All veneer shall be grouted in place.
  - Accent lighting shall be above-ground, up-light fixtures, or set in the entry walls. Use LED bulbs. All fixtures shall be readily available, with a realistic lead-time for replacement orders. No fixture shall be placed in turf areas.
  - Planters and seat walls 4' high and lower with adjacent pavement or hardscape shall be designed to include skate deterrents as an integral part of the wall cap design. Third party add-on products such as "Skate Block" are prohibited.

#### Flatwork

- Concrete
  - Standard walkway finish shall be medium broom finish, unless identified as a special paving area.
  - Provide at least one path of travel to all major amenities within the park design where the concrete pathway is at least ten feet (10') wide for use by service vehicles. All curves within this route shall contain curves no smaller than ten feet (10') in radius.
  - Concrete mow bands, and concrete collars around light fixtures in turf areas shall be per details PK-27 and PK-29, unless otherwise accepted.
  - Concrete pads for light fixtures, benches, picnic tables or other site furnishings shall use 45-degree (or similar) angles rather than 90-degree angles.
  - Concrete pathways and other standard flatwork applications, shall be installed with fiber mesh at a (concrete section) depth of five inches (5"). Do not include welded wire mesh or rebar, unless otherwise accepted.
  - Install barbeques within decomposed granite. Barbeques shall not be installed within plantings areas or within the concrete picnic pad.
  - Color shall be integral.
- Asphalt Concrete Bike Paths and Miscellaneous Pads
  - Bike paths shall be a minimum of ten-feet (10') wide with a two-foot (2') wide AB shoulder on one side and a two-foot (2') wide decomposed granite shoulder on the other side of the path (for joggers/pedestrians) as shown in **Parks**

Development Services Construction detail PK-43BK-1 and BK-2. See Public Works' Construction Standards for additional design criteria.

- Bike path access shall be protected from private vehicle traffic through the use of collapsible bollards, stationary bollards, boulders and post and cable fencing.
- Bike paths that serve as fire access lanes to wild land environments must have a minimum turning radius of twenty-two feet (22') inside diameter and thirty-two feet (32') outside diameter. The bike path shall be capable of supporting a minimum GVW of 30,000 pounds.
- Other AC paving (including parking lots) shall be per Public Works' Development Services Construction Standards.
- Include a redwood header on the outside edges of the DG shoulder when located within a developed park.
- For additional bike trail construction requirements, see Public Works Design and Construction Standards.
- Decomposed Granite (DG) Paving
  - Do not install DG in areas, which exceed a longitudinal slope greater than 3%.
  - Provide a cross slope not-to-exceed 2%.
  - Install per detail PK-33.
- Header
  - Install per PK-25.
  - Install at both edges of AC or DG pathways within developed park boundaries. Required edging on open space trails shall be determined on a case-by-case basis.

#### **Post & Cable Fencing**

- Install per PK-41.
- Fire access points through the post and cable assembly shall be provided at a maximum interval of 750 feet. The cable crossing the fire access point shall be yellow, plastic coated cable in order to delineate the access points. The ends of the access point cable shall be secured to the posts in a similar fashion as the terminal post anchor, with the exception of adding a City of Roseville padlock connecting each end of the cable to the eyebolt.

#### **Restrooms and Outdoor Sinks**

- Do not specify porcelain fixtures.
- Use heavy-duty fixtures only, i.e. Chicago or accepted equal.
- Use polished concrete (flooring) sealed with two (2) coats of anti-graffiti stain.
- Do not use tile or brick (on outdoor sinks).
- Install at least one (1) outdoor GFI quadruple outlet with a heavy-duty, weather-resistant, vandal-proof, lockable cover.
- See the City Parks standard restroom plans. Contact the Project Manager to obtain information.
- Sewer connections shall be installed similarly to that described for the water connection and per EU approval. See page 6 of this Section under "Irrigation Meter".

- ❑ Do not use dead-bolt locks. Use a latch/lock handle.
- ❑ Use unisex signage.
- ❑ Lights shall be "LED high abuse security light similar to "Utilitech" 26-W model # 0208819 or approved equal. Timers shall be "Leviton" digital timer switch # VPT24-1P or approved equal.
- ❑ Restroom locks shall be "Schlage" dorm locks #ND73PD RHO626 or approved equal.
- ❑ Doors to be keyed to City Standard

#### **Pre-Fabricated and/or Proprietary Structures**

- ❑ Consult with the Building Department for requirements for structural calculations. Some items may be accepted as a deferred submittal. Determination shall be included in the Design Development submittal to the City.
- ❑ Include a note on the plans, if deferred items are a part of the project, "No additional time will be granted to the Contractor for Building review and approval of deferred item(s)."
- ❑ Bridges that serve as fire access lanes to wild land environments shall be constructed to allow for twelve feet (12') clear width, capable of supporting a minimum GVW of 30,000 pounds and shall allow a straight-line approach of a minimum of thirty-five feet (35').
- ❑ Submit structural calculations wet signed by a California licensed structural engineer.
- ❑ Submit shop drawings as a part of the construction submittal process.

#### **Site Electrical**

- ❑ Provide two separate circuits for pathway/security lighting throughout the park per the Parks Construction Standards.
- ❑ Security lighting shall be 25% of all fixtures, to be finalized upon design.
- ❑ Locate an outdoor GFI dual outlet, weatherproof, vandal-resistant cover in all group picnic areas mounting shall be mounted flush at top of post near roof.
- ❑ Metered service panels and service points shall be approved by the Electric Department. Where questions arise regarding acceptable standards, contact the Electric Department directly.
- ❑ Playing field lights shall be operated by a Musco control link system or accepted equal.
- ❑ Restrooms shall be on a separate circuit.
- ❑ Outlets flushed with wall.

#### **Lighting for Security Purposes**

- ❑ Coverage is for potential gathering places when the park is closed for ease of police surveillance.

#### **Upon Approval of Master Plan**

- ❑ Upon completion and prior to Parks & Recreation Commission hearing and City Council approval of the Master Plan, provide:
  - a full size rendering laminated and mounted on foam core board;

- a digital file of the color rendering, jpg & pdf formats.
- an 8-1/2"x11" color reduction (largest image possible),
- an 8-1/2"x11" black and white reduction (largest image possible), and
- an Estimate of Probable Costs.

## Neighborhood and Pocket Park Design Criteria

### Design

- Each park is to create a different look, theme or contain an element not already used in other City of Roseville parks.
- Comply with the current Parks Construction Standards.
- Elements to include, but not limited to:
  - Usable/turf for purposes of recreation
  - Maximize water-wise landscape areas where non-functional turf have traditionally been placed.
  - Design for one hour stay
  - One school-aged children's play area
  - One to two bay swings (2 – 4 actual swings)
  - Four and up picnic tables under a shaded shelter
  - Two – three picnic tables scattered within the park
  - Benches
  - Concrete pathways
  - Service access for maintenance to the picnic and play area
  - ADA accessibility through-out
  - One – two security lights
  - One drinking fountain
  - One park identification sign

### Open Space Standards

- Provide a 10' clearance between toe of slopes and open space fencing/barriers for maintenance access
- Provide a master access plan for open space within a plan area to strategically identify access points for maintenance access into the open space
- All wetlands shall be flagged and fenced using orange construction fencing prior to start of any clearing and grading operations
- Slopes onto the open space shall be 3:1 maximum
- For landscapes adjacent to open space, use only native, non-invasive plantings
- Irrigation in landscaped areas adjacent to open space shall be designed to avoid all over-spray
- Over-grading onto Open Space shall be avoided
- Increased run-off due to new development on adjacent property shall be avoided or shall be collected into a piped storm drain system and conveyed to an acceptable receiving water. Daylighting onto Open Space is prohibited.





**Parks, Recreation & Libraries Department**

**Section 1B:  
DESIGN DEVELOPMENT**

## Preferred Tree List

The following list includes the Department's preferred tree species. Additional species may be suggested by the Consultant, which will be considered during the 75% construction document submittal phase of work.

Planting sizes to be 15 gallon. Variations in size shall be approved by the City.

| PREFERRED TREE PLANT PALETTE                                                                                           |                           |             |                    |                     |                                 |                   |                                  |         |
|------------------------------------------------------------------------------------------------------------------------|---------------------------|-------------|--------------------|---------------------|---------------------------------|-------------------|----------------------------------|---------|
| Botanical Name                                                                                                         | Common Name               | Size        | WUCOLS<br>Region 2 | (OPALS)<br>Allergen | Reclaimed<br>Water<br>Tolerance | Locally<br>Native | Suitable<br>for Turf<br>Planting | Notes   |
| <b>Small Trees (Less Than 15') for Landscape Areas 4' in Width and Larger, Suitable for Planting under Power Lines</b> |                           |             |                    |                     |                                 |                   |                                  |         |
| Acca sellowiana                                                                                                        | Pineapple Guava           | 15'T x 12'S | L                  | 3                   | L                               |                   |                                  | E,F     |
| Cercis occidentalis 'Oklahoma'                                                                                         | Oklahoma Redbud           | 12'T x 12'S | VL                 | 4                   | M                               |                   |                                  | A,D,F,W |
| Cotinus coggygria 'Royal Purple'                                                                                       | 'Royal Purple' Smoke Tree | 15'T x 12'S | L                  | --                  | M                               |                   |                                  | D       |
| Heteromeles arbutifolia                                                                                                | Toyon                     | 12'T x 12'S | VL                 | 3                   | H                               | ✓                 |                                  | E,F,W   |
| Lagerstroemia 'Tuskegee'                                                                                               | Pink Flower Crape Myrtle  | 15'T x 18'S | L                  | 5                   | L                               |                   |                                  | A,D,F,W |
| Photinia fraseri                                                                                                       | Red-Leaf Photinia         | 15'T x 10'S | M                  | 4                   | M                               |                   |                                  | E,W     |
| <b>Medium Trees (15' – 40') for Landscape Areas 6' in Width and Larger</b>                                             |                           |             |                    |                     |                                 |                   |                                  |         |
| Acer buergerianum                                                                                                      | Trident Maple             | 25'T x 25'S | M                  | 6                   | M                               |                   |                                  | D       |
| Acer campestre                                                                                                         | Hedge Maple               | 35'T x 30'S | M                  | 6                   | M                               |                   | ✓                                | D,W     |
| Acer ginnala 'Flame'                                                                                                   | Flame Maple               | 20'T x 20'S | M                  | 4                   | --                              |                   |                                  | D       |
| Acer griseum                                                                                                           | Paperbark Maple           | 25'T x 20'S | M                  | 6                   | --                              |                   | ✓                                | D       |
| Acer negundo                                                                                                           | Box Elder                 | 30'T x 25'S | M                  | F1/M10              | --                              |                   | ✓                                | D       |
| Acer tataricum ginnala                                                                                                 | Amur Maple                | 20'T x 20'S | M                  | 5                   | --                              |                   |                                  | D       |
| Arbutus unedo                                                                                                          | Strawberry Tree           | 20'T x 20'S | M                  | 3                   | H                               |                   |                                  | E,F     |
| Cercis canadensis                                                                                                      | Eastern Redbud            | 20'T x 25'S | VL                 | 4                   | L                               |                   |                                  | A,D,F,W |
| Chionanthus retusus                                                                                                    | Chinese Fringe Tree       | 25'T x 25'S | M                  | F1/M8               | H                               |                   |                                  | D,F     |
| Crataegus laevigata                                                                                                    | English Hawthorn          | 25'T x 20'S | M                  | 3                   | M                               |                   |                                  | E       |
| Geijera parviflora                                                                                                     | Australian Willow         | 35'T x 20'S | M                  | 5                   | H                               |                   |                                  | E,W     |
| Gleditsia triacanthos 'Rubylace'                                                                                       | 'Rubylace' Honey Locust   | 30'T x 25'S | L                  | F1/M7               | H                               |                   | ✓                                | D,F     |
| Koelreuteria bipinnata                                                                                                 | Golden Flame Tree         | 35'T x 25'S | M                  | --                  | --                              |                   |                                  | D,F     |
| Koelreuteria paniculata                                                                                                | Golden Rain Tree          | 25'T x 30'S | M                  | 4                   | H                               |                   |                                  | D,F     |
| Laburnum anagyroides                                                                                                   | Golden Chain Tree         | 25'T x 20'S | M                  | 7                   | --                              |                   |                                  | D,F     |

|                                                                                       |                             |             |    |    |    |   |   |         |
|---------------------------------------------------------------------------------------|-----------------------------|-------------|----|----|----|---|---|---------|
| Lagerstroemia 'Muskogee'                                                              | Pink Flower Crape Myrtle    | 25'T x 12'S | L  | 5  | L  |   |   | A,D,F,W |
| Lagerstroemia 'Natchez'                                                               | White Flower Crape Myrtle   | 25'T x 12'S | L  | 5  | L  |   |   | A,D,F,W |
| Laurus nobilis                                                                        | Sweet Bay Laurel            | 30'T x 30'S | L  | 1  | H  |   |   | E,W     |
| Magnolia s. 'Alexandrina'                                                             | Alexander Magnolia          | 25'T x 25'S | M  | 4  | -- |   |   | D,F     |
| Malus x 'Prairifire'                                                                  | Crabapple 'Prairifire'      | 20'T x 20'S | M  | 4  | L  |   | ✓ | A,D,F,W |
| Parkinsonia aculeata                                                                  | Palo Verde Tree             | 25'T x 25'S | VL | 5  | H  |   |   | D,F,W   |
| Prunus caroliniana                                                                    | Carolina Cherry Laurel      | 30'T x 20'S | L  | 6  | M  |   |   | E,F     |
| Searsia lancea (Rhus lancea)                                                          | African Sumac               | 20'T x 20'S | L  | 8  | H  |   |   | E,W     |
| Styrax japonicas                                                                      | Japanese Snowball           | 30'T x 20'S | M  | 4  | -- |   | ✓ | D,F     |
| Styrax obassia                                                                        | Fragrant Snowball           | 30'T x 20'S | -- | 4  | -- |   | ✓ | D,F,W   |
| Syringa reticulata                                                                    | Japanese Lilac              | 35'T x 30'S | M  | 6  | M  |   |   | A,D,F   |
| Ulmus propinqua 'JFS-Bieberich'                                                       | Emerald Sunshine Elm        | 35'T x 25'S | M  | 9  | M  |   | ✓ | D,W     |
| Umbellularia californica                                                              | California Bay              | 40'T x 15'S | M  | 6  | -- |   | ✓ | E,W     |
| Vitex agnus-castus                                                                    | Chaste Tree                 | 25'T x 20'S | L  | 4  | M  |   |   | A,D,F   |
| Zelkova serrata 'Wireless'                                                            | Japanese Zelkova 'Wireless' | 25'T x 40'S | M  | 8  | M  |   |   | D       |
| <b>Large Tree (40' – 60') for Landscape Areas 8' in Width and Larger</b>              |                             |             |    |    |    |   |   |         |
| Aesculus hippocastanum                                                                | Horse Chestnut              | 60'T x 50'S | M  | 7  | L  |   | ✓ | D,F,W   |
| Acer rubrum 'October Glory'                                                           | October Glory Maple         | 50'T x 40'S | M  | 1  | L  |   | ✓ | D,W     |
| Acer rubrum 'Franksred'                                                               | Red Sunset Maple            | 45'T x 30'S | M  | 1  | L  |   | ✓ | D,W     |
| Carpinus betulus                                                                      | European Hornbeam           | 40'T x 25'S | M  | 7  | -- |   | ✓ | D       |
| Celtis occidentalis                                                                   | Common Hackberry            | 60'T x 50'S | L  | 7  | L  |   | ✓ | D,W     |
| Nyssa sylvatica                                                                       | Sour Gum                    | 50'T x 25'S | M  | 8  | M  |   |   | D,W     |
| Pistacia chinensis                                                                    | Chinese Pistachio           | 50'T x 50'S | L  | 8  | M  |   | ✓ | D       |
| Styphnolobium japonicum                                                               | Japanese Pagoda             | 50'T x 40'S | L  | -- | H  |   | ✓ | D       |
| Ulmus davidiana 'Morton'                                                              | Accolade Elm                | 50'T x 35'S | M  | 9  | -- |   | ✓ | D       |
| Zelkova serrata                                                                       | Japanese Zelkova            | 50'T x 50'S | M  | 8  | M  |   | ✓ | D       |
| <b>Very Large Tree (Greater Than 60') for Landscape Areas 12' in Width and Larger</b> |                             |             |    |    |    |   |   |         |
| Cedrus atlantica                                                                      | Atlas Cedar                 | 70'T x 40'S | M  | 2  | M  |   | ✓ | E       |
| Cedrus deodara                                                                        | Deodar Cedar                | 70'T x 40'S | L  | 6  | H  |   | ✓ | E,W     |
| Magnolia grandiflora                                                                  | Southern Magnolia           | 80'T x 50'S | M  | 5  | L  |   | ✓ | E,F     |
| Platanus racemosa                                                                     | California Sycamore         | 60'T x 50'S | M  | 8  | H  | ✓ | ✓ | D       |
| Platanus x hispanica                                                                  | London Plane Tree           | 60'T x 50'S | M  | 8  | H  |   | ✓ | D       |
| Quercus agrifolia                                                                     | Coast Live Oak              | 60'T x 60'S | VL | 9  | H  |   |   | E,W     |
| Quercus douglasii                                                                     | Blue Oak                    | 70'T x 30'S | L  | 9  | -- | ✓ |   | D,W     |

|                    |                      |             |   |   |    |   |   |     |
|--------------------|----------------------|-------------|---|---|----|---|---|-----|
| Quercus ilex       | Holly Oak            | 50'T x 50'S | L | 9 | H  |   |   | E,W |
| Quercus kelloggii  | California Black Oak | 60'T x 60'S | L | 9 | -- | ✓ |   | D,W |
| Quercus lobata     | Valley Oak           | 80'T x 80'S | L | 8 | M  | ✓ |   | D,W |
| Quercus suber      | Cork Oak             | 50'T x 50'S | L | 9 | M  |   | ✓ | E,W |
| Quercus virginiana | Southern Live Oak    | 60'T x 45'S | M | 9 | H  |   |   | E,W |
| Quercus wislizenii | Interior Live Oak    | 60'T x 50'S | L | 9 | -- | ✓ |   | E,W |
|                    |                      |             |   |   |    |   |   |     |

| APPROVED SHRUBS, GRASSES, GROUNDCOVERS AND VINES PLANT PALLETTE                   |                            |             |                    |                     |                             |                   |         |
|-----------------------------------------------------------------------------------|----------------------------|-------------|--------------------|---------------------|-----------------------------|-------------------|---------|
| Botanical Name                                                                    | Common Name                | Size        | WUCOLS<br>Region 2 | (OPALS)<br>Allergen | Reclaimed<br>Water Friendly | Locally<br>Native | Notes   |
| Low Growth Shrubbery (1' – 2' Tall) for Landscape Areas 4' in Width and Larger    |                            |             |                    |                     |                             |                   |         |
| Baccharis pilularis                                                               | Dwarf Coyote Brush         | 2'T x 6'S   | L                  | F1/M9               | H                           |                   | E,W     |
| Epilobium canum                                                                   | California Fuchsia         | 2'T x 4'S   | L                  | 6                   | H                           | ✓                 | D,F,W   |
| Erigeron karvinskianus                                                            | Santa Barbara Daisy        | 1'T x 2'S   | L                  | 4                   | H                           |                   | E,F,W   |
| Gaura lindheimeri                                                                 | Gaura                      | 2'T x 2'S   | M                  | 2                   | M                           |                   | E,F,W   |
| Gazania hybrids                                                                   | Clumping Gazania           | 0.5'T x 1'S | M                  | 4                   | H                           |                   | E,F,W   |
| Grevillea 'Mt. Tamboritha'                                                        | 'Mt. Tamboritha' Grevilla  | 2'T x 4'S   | L                  | 5                   | M                           |                   | E,F     |
| Mahonia repens                                                                    | Creeping Oregon Grape      | 2'T x 4'S   | L                  | 2                   | L                           | ✓                 | E,F,W   |
| Nandina domestica 'Harbour Dwarf'                                                 | 'Harbour Dwarf' Nandina    | 2'T x 3'S   | L                  | 1                   | L                           |                   | E       |
| Nepeta x faassenii                                                                | Catmint                    | 1'T x 2'S   | L                  | 2                   | H                           |                   | D,F,W   |
| Rhaphiolepis indica 'Ballerina'                                                   | 'Ballerina' Hawthorne      | 2'T x 4'S   | L                  | 3                   | H                           |                   | E,F,W   |
| Salvia chamaedryoides                                                             | Mexican Blue Sage          | 2'T x 4'S   | L                  | 4                   | --                          |                   | E,F,R,W |
| Spirea japonica 'Goldmound'                                                       | Goldmound Spirea           | 3'T x 4'S   | M                  | 5                   | M                           |                   | D,F,W   |
| Teucrium chamaedrys                                                               | Dwarf Germander            | 1'T x 2'S   | L                  | --                  | M                           |                   | E,F,W   |
| Viburnum davidii                                                                  | David Viburnum             | 3'T x 4'S   | M                  | 5                   | L                           |                   | E,F     |
| Medium Growth Shrubbery (3' – 6' Tall) for Landscape Areas 4' in Width and Larger |                            |             |                    |                     |                             |                   |         |
| Berberis t. 'Atropurpurea'                                                        | Red Leaf Japanese Barberry | 4'T x 4'S   | M                  | 3                   | L                           |                   | D,W     |
| Callistemon viminalis 'Little Johns'                                              | Little John's Bottlebrush  | 3'T x 3'S   | L                  | 9                   | H                           |                   | E,F,W   |
| Ceanothus gloriosus 'Yankee Point'                                                | Wild Lilac 'Yankee Point'  | 3'T x 8'S   | L                  | 4                   | H                           |                   | E,F,W   |
| Ceanothus maritimus 'Valley Violet'                                               | 'Valley Violet' Ceanothus  | 4'T x 4'S   | L                  | 3                   | H                           |                   | E,F,W   |
| Ceanothus thyrsiflorus 'Skylark'                                                  | Skylark Ceanothus          | 5'T x 5'S   | L                  | 3                   | H                           |                   | E,F,W   |
| Cistus x hybridus                                                                 | White Rockrose             | 4'T x 6'S   | L                  | 3                   | H                           |                   | E,F,R,W |
| Cistus x purpureus                                                                | Orchid Rockrose            | 4'T x 4'S   | L                  | 3                   | H                           |                   | E,F,R,W |

|                                                                                          |                               |             |    |       |    |   |         |
|------------------------------------------------------------------------------------------|-------------------------------|-------------|----|-------|----|---|---------|
| Coleonema pulchellum 'Sunset Gold'                                                       | Golden Breath of Heaven       | 4'T x 5'S   | M  | 4     | H  |   | E,F     |
| Forsythia x intermedia 'Kolgold'                                                         | Gold Forsythia                | 5'T x 4'S   | L  | 6     | M  |   | D,F,W   |
| Frangula californica 'Mound San Bruno'                                                   | Mound San Bruno Coffeeberry   | 6'T x 6'S   | L  | --    | -- |   | E,F,W   |
| Grevillea x 'Noellii'                                                                    | Noell Grevillea               | 4'T x 5'S   | L  | 5     | M  |   | E,F,W   |
| Hesperaloe parviflora                                                                    | Red Yucca                     | 3'T x 3'S   | L  | 1     | H  |   | E,F     |
| Leucadendron 'Jester'                                                                    | Jester Conebush               | 4'T x 4'S   | L  | 4     | L  |   | E       |
| Leucophyllum frutescens 'Compacta'                                                       | Compact Texas Ranger          | 5'T x 5'S   | L  | 2     | H  |   | E,F,W   |
| Loropetalum 'Rubrum'                                                                     | Chinese Fringe Flower Rubrum  | 5'T x 5'S   | M  | 4     | M  |   | E,F     |
| Myrtus communis 'Compacta'                                                               | Dwarf Myrtle                  | 3'T x 3'S   | L  | 5     | H  |   | E,F,W   |
| Nandina domestica 'Gulf Stream'                                                          | Gulf Stream Nandina           | 3'T x 3'S   | L  | 1     | L  |   | E,W     |
| Olea europea 'Little Ollie'                                                              | Little Ollie Olive            | 6'T x 6'S   | VL | 10    | H  |   | E       |
| Pinus mugo var. pumilio                                                                  | Dwarf Mugo Pine               | 5'T x 6'S   | L  | 4     | H  |   | E       |
| Pittosporum tobira 'Wheeler's Dwarf'                                                     | Wheeler's Dwarf Pittosporum   | 4'T x 4'S   | M  | F1/M7 | H  |   | E       |
| Punica granatum 'Nana'                                                                   | Dwarf Pomegranate             | 3'T x 3'S   | L  | 2     | M  |   | D,F,W   |
| Raphiolepis 'minor'                                                                      | 'Dwarf Yedda' Hawthorne       | 5'T x 5'S   | L  | 3     | M  |   | E,F,W   |
| Rosemarinus 'Tuscan Blue'                                                                | Tuscan Blue Rosemary          | 6'T x 2'S   | L  | 4     | H  |   | E,F,W   |
| Salvia greggii                                                                           | Autumn Sage                   | 3'T x 3'S   | L  | 4     | H  |   | E,F,R,W |
| Salvia microphylla                                                                       | Red Sage                      | 3'T x 3'S   | L  | 4     | -- |   | E,F,R,W |
| Teucrium fruticans 'Compactum'                                                           | Dwarf Bush Germander          | 3'T x 3'S   | L  | 2     | H  |   | E,F,W   |
| Westringia fruticosa 'Morning Light'                                                     | Coast Rosemary                | 3'T x 3'S   | L  | 2     | H  |   | E,F     |
| <b>Groundcovers (Less Than 2' Tall) for Landscape Areas 4' in Width and Larger</b>       |                               |             |    |       |    |   |         |
| Acacia redolens 'Low Boy'                                                                | Prostrate Acacia              | 2'T x 10'S  | VL | 8     | H  |   | E       |
| Arctostaphylos 'Emerald Carpet'                                                          | 'Emerald Carpet' Manzanita    | 1'T x 5'S   | M  | 2     | H  |   | E,W     |
| Cotoneaster dammeri 'Lowfast'                                                            | Bearberry 'Lowfast'           | 1'T x 8'S   | L  | 3     | M  |   | E,F,W   |
| Juniperus procumbens 'Nana'                                                              | Dwarf Garden Juniper          | 1'T x 6'S   | L  | --    | H  |   | E       |
| Juniperus sabina 'Buffalo'                                                               | 'Buffalo' Juniper             | 1'T x 6'S   | L  | 1     | H  |   | E       |
| Lantana montevidensis                                                                    | Trailing Lantana              | 2'T x 6'S   | L  | 2     | H  |   | D,F,W   |
| Myoporum parvifolium 'Putah Creek'                                                       | 'Putah Creek' Myoporum        | 0.5'T x 8'S | L  | 2     | H  | ✓ | E       |
| Rosa x 'Noatraum'                                                                        | Pink Carpet Rose              | 2'T x 3'S   | L  | --    | M  |   | D,F,W   |
| Trachelospermum asiaticum                                                                | Asian Jasmine                 | 2'T x 10'S  | M  | 5     | M  |   | E,F     |
| <b>Ornamental Grasses (Less Than 3' Tall) for Landscape Areas 4' in Width and Larger</b> |                               |             |    |       |    |   |         |
| Calamagrostis x acutiflora                                                               | 'Karl Forrester' Feather Reed | 2'T x 2'S   | L  | --    | H  |   | D,W     |
| Carex divulsa                                                                            | European Gray Sedge           | 1'T x 1'S   | L  | 8     | M  |   | E       |
| Carex pansa                                                                              | Meadow Sedge                  | 1'T x 1.5'S | M  | 8     | -- | ✓ | E       |
| Carex praegracillis                                                                      | California Field Sedge        | 1'T x 2'S   | M  | --    | -- | ✓ | E       |

|                                                           |                               |               |   |    |    |   |         |
|-----------------------------------------------------------|-------------------------------|---------------|---|----|----|---|---------|
| Carex tumulicola                                          | Berkeley Sedge                | 1.5'T x 2'S   | L | -- | -- | ✓ | E       |
| Chondropetalum tectorum                                   | Cape Rush                     | 3'T x 4'S     | L | -- | H  |   | E,W     |
| Dianella caerulea                                         | Flax Lily                     | 2'T x 2'S     | L | 3  | H  |   | E,F     |
| Dianella revoluta 'Baby Bliss'                            | 'Baby Blue' Flax Lily         | 1.5'T x 1.5'S | L | 3  | -- |   | E,F     |
| Dianella revoluta 'Little Rev'                            | 'Little Rev' Flax Lily        | 2'T x 2'S     | L | 3  | -- |   | E,F     |
| Dietes bicolor                                            | Butterfly Iris                | 3'T x 3'S     | L | 2  | M  |   | E,F     |
| Festuca glauca                                            | Blue Fescue                   | 1'T x 1'S     | L | 6  | M  |   | E       |
| Festuca mairei                                            | Atlas Fescue                  | 2'T x 2'S     | L | 6  | H  |   | D       |
| Hemerocallis x hybrids                                    | Evergreen Daylily             | 2'T x 2'S     | M | 6  | H  |   | E,F,R,W |
| Hemerocallis x 'Stella de Oro'                            | 'Stella de Oro' Daylily       | 2'T x 2'S     | M | 6  | H  |   | D,F,R,W |
| Juncus patens                                             | California Gray Rush          | 2'T x 2'S     | M | -- | H  | ✓ | E,W     |
| Kniphofia spp.                                            | Red Hot Poker                 | 2'T x 1'S     | L | 4  | M  |   | E,F,R   |
| Liriope muscricvs.                                        | Big Blue Lily Turf            | 1'T x 1'S     | M | 3  | M  |   | E,F,R   |
| Lomandra 'Breeze'                                         | Dwarf Mat Rush                | 2'T x 3'S     | L | 7  | H  |   | E       |
| Melinis nervigumis                                        | Rubygrass                     | 2'T x 2'S     | M | -- | -- |   | D       |
| Muhlenbergia capillaris                                   | Pink Muhly Grass              | 3'T x 3'S     | L | -- | H  |   | D,W     |
| Muhlenbergia rigens                                       | Deer Grass                    | 3'T x 3'S     | L | -- | H  | ✓ | D,W     |
| Pennisetum 'Little Bunny'                                 | 'Little Bunny' Fountain Grass | 1'T x 1'S     | L | 8  | H  |   | D,W     |
| Tulbaghia violacea                                        | Society Garlic                | 1'T x 1'S     | L | 5  | M  |   | E,F,W   |
| Tulbaghia violacea 'Silver Lace'                          | 'Silver Lace' Society Garlic  | 1'T x 1'S     | L | 5  | M  |   | E,F,W   |
| <b>Vines, for Landscape Areas 18" in Width and Larger</b> |                               |               |   |    |    |   |         |
| Clytostoma callistegioides                                | Lavender Trumpet Vine         | Spreading     | M | 2  | -- |   | E,F,W   |
| Ficus pumila                                              | Creeping Fig                  | Spreading     | M | -- | H  |   | E       |
| Parthenocissus tricuspidata                               | Boston Ivy                    | Spreading     | M | 4  | L  |   | D       |

| <b>Not To Be Planted Within 20' of Any Infrastructure and Not to be Planted on Roseville City Property - Species have invasive root systems and create major hardscape damages</b> |                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| <b>Silver Maple</b>                                                                                                                                                                | <i>Acer saccharinum</i>            |
| <b>Tree-of-Heaven</b>                                                                                                                                                              | <i>Ailanthus altissima</i>         |
| <b>Mimosa / Silk Tree</b>                                                                                                                                                          | <i>Albizia julibrissin</i>         |
| <b>White Alder</b>                                                                                                                                                                 | <i>Alnus rhombifolia</i>           |
| <b>Modesto Ash</b>                                                                                                                                                                 | <i>Fraxinus velutina 'Modesto'</i> |
| <b>Glossy Privet</b>                                                                                                                                                               | <i>Ligustrum lucidum</i>           |
| <b>American Sweet Gum</b>                                                                                                                                                          | <i>Liquidambar styraciflua</i>     |
| <b>Mulberry family</b>                                                                                                                                                             | <i>Morus species</i>               |
| <b>Grey Pine/Foothill Pine</b>                                                                                                                                                     | <i>Pinus sabiniana</i>             |
| <b>Locust family</b>                                                                                                                                                               | <i>Robinia species</i>             |
| <b>Willow family</b>                                                                                                                                                               | <i>Salix species</i>               |
| <b>Cottonwood family</b>                                                                                                                                                           | <i>Populus species</i>             |
| <b>Chinese Hackberry</b>                                                                                                                                                           | <i>Celtis sinensis</i>             |
| <b>Chinese Tallow Tree</b>                                                                                                                                                         | <i>Sapium sebiferum</i>            |

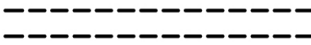
## Standard Symbols for the Irrigation Legend



Pressure Mainline, Schedule 40 PVC, size as noted on the plans. *(Bold and distinctly different from other graphic lines).*



Non-pressurized Lateral Lines, Schedule 40 PVC, size as noted on the plans. *(Do not use pipe smaller than 3/4").*



Schedule 40 PVC Sleeve under pavement per Parks Standard detail PK-4.

POC

Point of Connection *(Label static water pressure and gallons per minute available at POC).*



Meter *(Note size, type and for which line type it applies).*



Backflow Prevention Device *(Note size, type and City standard detail).*



Flow Sensor per Parks Standard detail PK-2 *(Note size, and model #).*



Calsense (V.2) *(Note # of stations).* Install inside enclosure. See Specifications.



Gate/Ball Valves per Parks Standard detail PK-11 or PK-12. *(Note size, model #, manufacturer).*



Quick Coupler Valve, Rainbird 44RC per Parks Standard detail PK-14. *(Note size).*



Electric Remote Control Valve, size as noted on plans. *(Note type, model # and precipitation rate).*



Pop-Up Rotor *(Note nozzle size, radius, gpm and psi).*



Other sprinkler heads *(Note type, model, radius, gpm and psi. Use triangular, circular and square shapes, in that order).*



STATION NUMBER  
VALVE SIZE  
GALLONS PER MINUTE

RCV Valve Labeling Symbol *(Include Station number, gpm and valve size).*





## Design Development

### Upon Approval of Master Plan, Prepare Design Development Documents

- Use 22" x 34" size sheets is preferred. Plan information shall be contained within a 21" x 33" framework for eventual reduction to 11" x 17" size.
- The first sheet shall be the Title Sheet and shall include only the following items:
  - Vicinity Map
  - Sheet Index
  - Project Title
  - Consultant/Sub-consultant Names, Addresses and Phone Numbers
  - Professional Stamp with Name, License Number and Expiration Date clearly marked.
  - Signature Block for the Development Services Department, City Engineer, Date.
  - 2" x 2" box for Development Services (Engineering and Building) stamp plans upon approval.
  - ***Do not place general plan notes on this sheet. If space is available, these general notes shall be placed on the appropriate sheet to which the notes apply.***
- The second plan sheet shall be a Scope of Work Sheet. This sheet shall be an overall base plan identifying all types of construction including in project using textures and labels all add alternates and any deferred submittals and, if the project is to be phased, a sheet which clearly delineates the various park elements to be constructed under this contract by use of textures and labels.
- Provide the following individual plan sheets, as required for a complete set of working drawings:
  - Demolition (Use topographic survey, existing trees, wetlands, water courses, other natural features, existing utilities and stubs and other pertinent information as a part of the base map).
  - Grading & Drainage (These two sheets can be combined or separated depending on the amount of information which needs to be conveyed. Also include existing topographic information overlaid in a 35% halftone or CAD equivalent).
  - Erosion Control sheet is for reference only and to facilitate preparation of the Storm Water Pollution Prevention Plan (SWPPP). Include the following note "The SWPPP shall be implemented and monitored by the contractor and shall be a "living document" reflecting the status of construction work as it progresses."

- Staking & Reference (Include roadway stationing, if applicable; and existing street improvements, including street lights, transformers, fire hydrants, and water storm drain and sewer stubs.)
- Irrigation
- Planting (show proposed trees and shrubs/groundcover on one plan sheet. Include tree permit conditions and notes, if applicable.)
- Landscape Details
- Other trades' sheets
- The plan scale shall be no smaller than 1" = 30', preferably 1" = 20', unless otherwise approved. All plan sheets shall be drawn at the same scale and the north arrows shall be oriented in the same direction from sheet to sheet.

## Specifications

- Revise Table of Contents as needed.
- Cover sheet shall be provided by the City, unless it is a turn-key project.
- Review basic sections provided, edit to reflect project needs.
- (First draft submittal shall show strikeouts and redlines. Do not delete shaded paragraphs until final version.) Non shaded paragraphs can not be modified only paragraphs that are shaded should contain revisions.
- Insert additional sections to reflect project needs consistent with format provided. (Modifications shall be Microsoft Word 2010 compatible, Arial font, 12 pt. Indicate all new sections.)
- Specifications shall be prepared and provided in 8-1/2" x 11" booklet form.
- ***The provision of these specifications does not relieve the Consultant of his/her responsibility to provide detailed and complete contract documents.***

## Design Development 75% Completion

The purpose of this submittal is to refine design, select materials and address site issues.

(Note: Design Refinement and Materials Selection can occur before 75% submittal. A submittal is required for Parks internal review and comment. Provide electronic pdf plans which includes, at minimum):

- 100% complete Grading Plan with cut and fill calculations and drainage calculations (per City of Roseville Public Works Construction Standards, latest edition). Indicating number import, export or a balanced project.
- 100% complete Drainage Plan. (See #1 comment above and confirm underground stubs/utilities.)
- Partial Construction/Staking and Reference Plan indicating materials and detail references.
- Electrical Plan showing light location, POC and size of transformer.
- Irrigation Plan showing complete mainline layout with gate valves shown, head layout, controller type and location, sprinkler head type (e.g. model

number, manufacturer name, gpm, psi and radius in feet), point of connection location and the static water pressure at the point of connection. For projects where the subdivision has not yet been built, indicate the projected static water pressure at build-out.

- Planting Plan, including a plant list, soils analysis report (report to be consistent with test recommendations per Section 32 90 00- Planting, 1.06), a delineation of turf and groundcover areas, and tree locations.
- 75% of the construction details, including references to the City Standards by detail number.
- Determination of any deferred items have been identified and discussed with Building Department and noted on the plans.
- Updated estimate of probable costs.
- Checklist requirements

---

## Design Development Completion Checklist

Project Name \_\_\_\_\_ Reviewed By: \_\_\_\_\_ Date: \_\_/\_\_/\_\_

### Grading

- ☐ Cut and fill calculations provided and addressed on plans.
- ☐ Playfield and courts sloped per Design Guidelines.
- ☐ Adequate level space provided at play fields for spectators.
- ☐ Walkways comply with ADA.
- ☐ Berms do not exceed 30" in height.

### Drainage

- ☐ Design complies with Design Guidelines, including drainage calculations.

### Site Improvements

- ☐ Layout of all site improvements are clearly shown on base map, including:
  - Fencing
  - Drinking Fountains
  - Site Furniture (benches, picnic tables, etc.)
  - Pavement by type
  - Poured-in-place items, i.e. seat wall, retaining walls, concrete curbs, mowstrips, etc.
  - Hard Court Surfaces
  - Overhead Structures
  - buildings
- ☐ Layout of improvements does not create unsafe conditions or conflict with adjacent uses.
- ☐ Layout complies with Design Guidelines.
- ☐ Proposal of unique construction materials and deferred submittal items are clearly shown. (Further discussion may be necessary).

### Play Area

- ☐ Drainage and layout complies with Design Guidelines.
- ☐ Use zones are clearly marked and do not overlap, except between spring toys.
- ☐ A clear path of travel from the play area entrance to the transfer deck is shown in the most direct route.
- ☐ The swing area is visually and/or physically separated.
- ☐ At least one belt swing has an accessible non-friable play surface beneath connected to an accessible pathway.

### Irrigation

- ☐ Sprinkler head layout is shown.
- ☐ Controller type and location is shown.
- ☐ Sprinkler types and models are listed.
- ☐ Point of connection and static water pressure (current and projected) is listed.

### Planting

- ☐ A preliminary plant list is provided.
- ☐ Species shown on the list comply with Design Guidelines.
- ☐ Trees are shown and turf/groundcover areas are delineated.



**Parks, Recreation & Libraries Department**

**Section 2:**  
**CONSTRUCTION DOCUMENTS**

## **Standard Construction Document Preparation Checklist for Parks**

### **Construction Documents Review and Approval Process 99% Completion**

(City – wide plan review)

- City-wide plan review of 99% complete Plans occurs through the Online Permitting Services (OPS) Portal and Electronic Plan Review system. Plans and other technical documents must comply with the document submittal requirements outlined by the City of Roseville Development Services Department.
- Upon completion of the documents for submittal, provide the Project Manager with the electronic files for upload to the OPS Portal.
- An Appendix should include the, soils fertility, chemistry, and structure testing lab report, permits (other than City permits), geotechnical report (if necessary), and the environmental document (if necessary) shall be incorporated within the appendix. City shall provide permits, geotechnical report, and environmental documents, as needed for the specific project.
- Include an Estimate of Probable Costs with the 99% submittal.

### **Construction Documents 100% Completion**

- Upon receipt of City comments, revise the plans and specifications and provide written responses to each Department's comments indicating where the changes have been made within the contract documents.
- Resubmit plans and specifications (100%) (quantity of resubmittal shall be as necessary to respond to City comments) to the Project Manager for redistribution. Include written responses to the plan check comments.
- Utility Composite (CAD) drawing required by Environmental Utilities at this stage.

### **Approved Plans and Specifications**

- After all departments have approved the construction documents, submit to the project manager the complete set of plans in AutoCAD 2014 or higher format.

## Park Plan Requirement Checklist *(For Use by Consultant prior to submitting plans to the City)*

Date: \_\_\_\_\_  
To: \_\_\_\_\_  
CC: \_\_\_\_\_  
Project: \_\_\_\_\_  
CWJ#: \_\_\_\_\_ EN# \_\_\_\_\_ BD# \_\_\_\_\_

Plans submitted to the City for review and approval must contain the following components. Provide checklist with plan submittals:

### COVER SHEET

- ☐ Project Name and Address
- ☐ CWJ# is noted on the top right-hand corner of the plan sheet
- ☐ Landscape Architect Seal
- ☐ Vicinity Map
- ☐ Signature Block
- ☐ Sheet Index
- ☐ Codes Reference
- ☐ Reference to date specific Parks Construction Standards
- ☐ Cut and fill calculations are provided
- ☐ Deferred submittals and add alternates are listed
- ☐ Each sheet is clearly labeled
- ☐ [Index of items specifically under Building Dept. review](#)

### SCOPE OF WORK PLAN

- ☐ Street lights and roadways are shown.
- ☐ Limit of work line is shown
- ☐ Match lines are shown
- ☐ ADA routes are indicated
- ☐ City of Roseville Public Improvement and Tree Preservation Notes are clearly labeled.
- ☐ Proposed driveways, sidewalks, access points/ramps and right-of-way improvements shown

### EROSION CONTROL PLAN

- ☐ Plan is provided

### GRADING & DRAINAGE PLAN

- ☐ Storm drain tie-ins are shown
- ☐ Drainage systems are shown.
- ☐ Contour lines are shown, both existing and future
- ☐ Percentage of slope is shown on all sidewalks, concrete, planter areas, etc.
- ☐ Height of walls, curbs and finish grade elevations are shown.
- ☐ Legend is shown.

### LAYOUT & REFERENCE (CONSTRUCTION) PLAN

- ☐ Plan is provided.



### CONSTRUCTION DETAILS

- ☐ Play structure components are labeled and safety zones are shown.
- ☐ Construction details are provided.
- ☐ Standards Construction details are shown with Department Head signature or referenced.

### IRRIGATION PLAN & DETAILS

- ☐ Potable water connection, irrigation point of connection (POC), meters, backflows and types of waterlines are clearly labeled.
- ☐ Sewer and water tie-ins are shown
- ☐ Irrigation main line layout and the size are clearly labeled
- ☐ Sprinkler head and valve layout is shown.
- ☐ Gallons per minute (GPM) is \_\_\_\_\_ and is shown.
- ☐ Pounds per square inch (PSI) is \_\_\_\_\_ and is shown.
- ☐ Irrigation legend is provided.
- ☐ Watering schedule is provided.
- ☐ Controller type is \_\_\_\_\_ and the location is shown.
- ☐ Standard Irrigation details are shown with Department Head signature or referenced.
- ☐ Backflow/connection details comply with Public Works Standards.

### LANDSCAPE PLAN & DETAILS

- ☐ Plant list is provided.
- ☐ Tree and shrub locations are shown and turf/groundcover areas are delineated.
- ☐ Standard Planting details are shown with Department Head signature or referenced.
- ☐ [Park identification sign includes grouping of roses at base of sign.](#)

### ELECTRICAL PLAN

- ☐ Electrical point of connection is shown.
- ☐ Available amperage is \_\_\_\_\_ and is shown.
- ☐ Light locations and types are located and labeled.
- ☐ One-line diagram is provided.
- ☐ Load calculations, voltage, phase, size of main service and location of metered pedestal are shown.

### STRUCTURAL COMPONENTS (Building, lights, fences over 6' high, walls over 4' high)

- ☐ Construction details are shown.

As an authorized representative of \_\_\_\_\_ (firm/company), I have reviewed and verified that the submitted plans contain all of the required items listed above.

---

Signature

---

Date

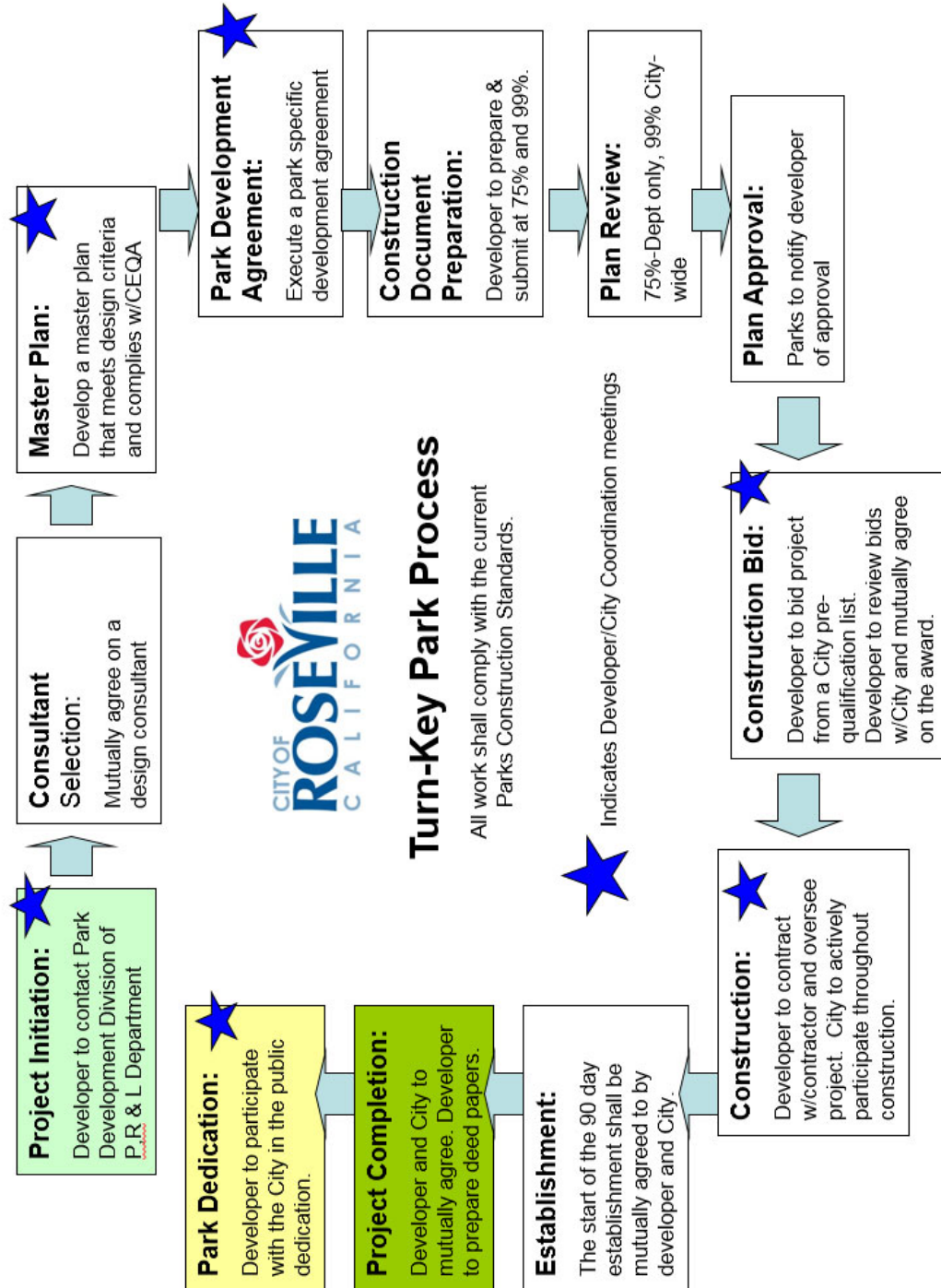
---

Print Name

---

Print Firm/Company





[Process](#) for Developer Generated “Turn-Key” Park Projects

| Step | The Developer shall.....                                                                                                                                                                                                                                                                                                                                                                                            | The City shall....                                                                                                                                                                                     |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1    | Contact Parks, Recreation & Libraries, Park Development Division (774-5505) to set up a meeting to review project and process. Include the proposed construction budget and schedule for design, construction document preparation, and construction.                                                                                                                                                               | Meet with the Developer to review the project including: process, design criteria, construction budget and schedule.                                                                                   |
| 2    | Execute Park Development Agreement between the City and the Developer(s). (Template available upon request.)                                                                                                                                                                                                                                                                                                        | Provide input and assistance toward the creation of the Park Development Agreement. Staff to take agreement to City Council for approval.                                                              |
| 3    | Provide a list of Landscape Architects under consideration to design the park and to provide construction documents for the project on CAD. Landscape Architect must have had previous park design experience, a valid Calif. Landscape Architect license, and have local experience. Submit a statement of qualifications, and an example of full-scale construction drawings to the City for review and approval. | Review submitted materials and provide input. Make recommendations towards the selection of the Landscape Architects and related Consultants based on their qualifications, references and experience. |
| 4    | Notify the City of who the recommended Landscape Architect is, prior to award of their contract and start of their work.                                                                                                                                                                                                                                                                                            | Approve selection of Landscape Architect and related Consultants.                                                                                                                                      |
| 5    | Download a copy or provide a link of the Parks Construction Standards, which include park design guidelines for use by the Consultant and City Improvement Construction Standards through Development Services.                                                                                                                                                                                                     | Provide a link to the Park Construction Standards.                                                                                                                                                     |
| 6    | Submit to the City a Conceptual Park Plan and an estimate of probable costs, based on the approved specific plan concept, for review and input.                                                                                                                                                                                                                                                                     | Review and provide input on the <u>submitted</u> plan.                                                                                                                                                 |
| 7    | Revise the submitted plan, based on City input, for completion of the Final Master Plan. Submit a colored, laminated rendering and an 8-1/2"x 11" black and                                                                                                                                                                                                                                                         | Upon receipt of the final master plan, take proposed plan to Parks and Recreation Commission.                                                                                                          |

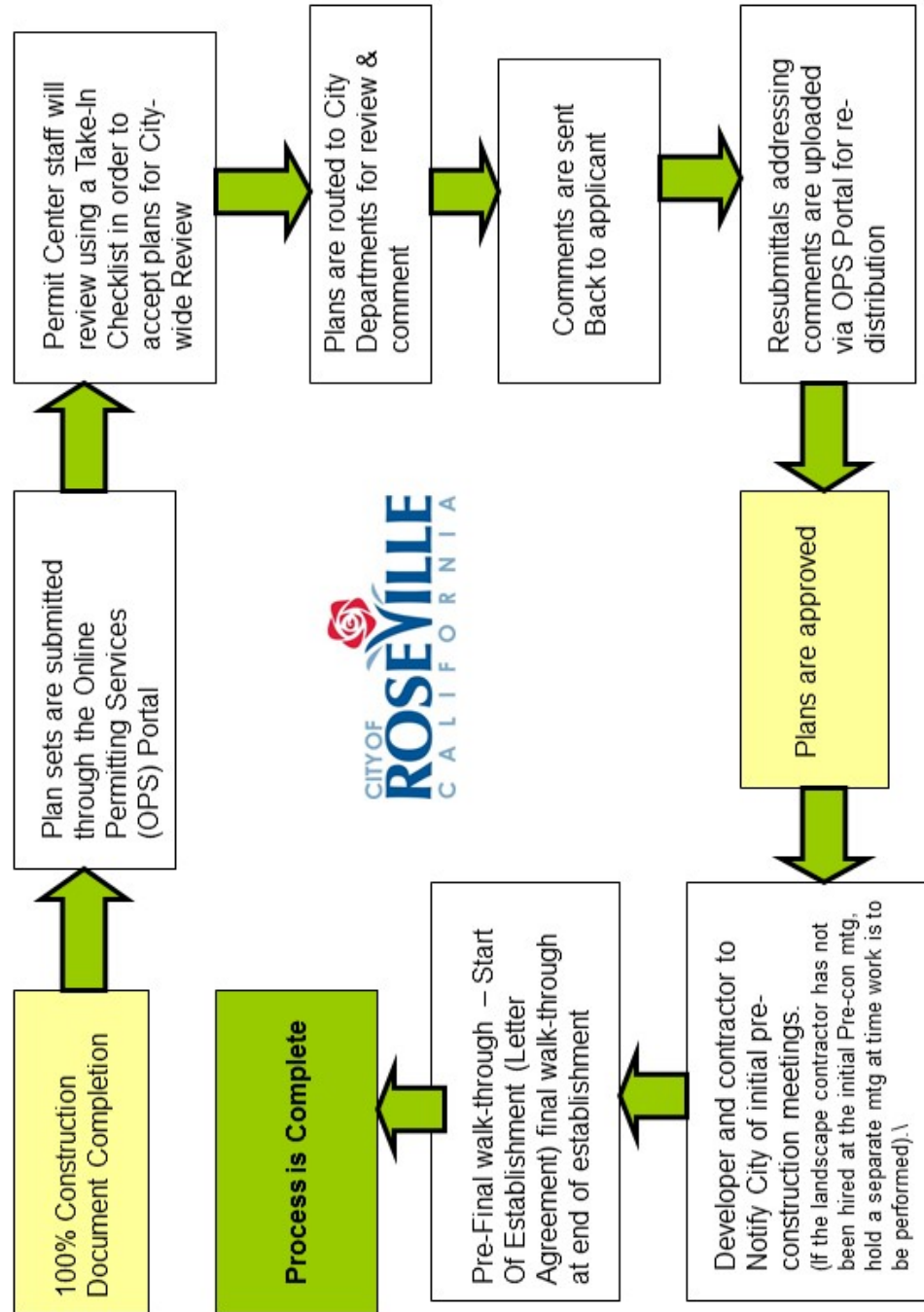
| Step          | The Developer shall.....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | The City shall....                                                                                                                                                                      |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7<br>(Cont'd) | white reduction of the master plan, a digital file of the color rendering and a revised estimate of probable costs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                         |
| 8             | Developer is responsible for any required permits, and environmental clearances for project. Based on the completed master plan design, contact the City's Environmental Coordinator for environmental review and determination of requirements and/or clearances. (Generally an initial study is required and possibly a negative declaration.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                         |
| 9             | Submit final master plan with approved environmental documentation and final cost estimate to City for final approval by City Council.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Take the final master plan with environmental determination to the City Council for approval.                                                                                           |
| 10            | Provide construction documents based on the Parks Construction Standards, and applicable City Improvement Standards, at Design Development (75%) and 99% completion. At Design Development completion, provide electronic plan files as outlined in the Design Development Section of these Standards. At 99% completion and prior to citywide review, submit complete sets of plans, permit applications, draft specifications consistent with the Construction Document Section of these Standards to the Project Manager for submittal to the Online Portal Services system. An estimate of fees will be calculated by Development Services and will need to be paid by the Developer in order to cover City plan review, GIS/mapping and inspection costs. Unspent balances of the deposit will be returned to the Developer upon completion of the warrantee period. | Review the construction documents at Design Development and 99% completion. At 99% completion, coordinate plan review with other City departments through the city-wide review process. |
| 11            | Revise and resubmit to the Parks, Recreation & Libraries Department contact the construction documents to                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Assist in obtaining City approvals of the bid package.                                                                                                                                  |

| Step          | The Developer shall.....                                                                                                                                                                                                                                                                                     | The City shall....                                                                                             |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| 11<br>(cont.) | reflect City comments. At 100% provide written responses to each City comment indicating where in the documents the response to the comment is located. After all Departments have approved the construction documents, submit the bid package (see next page)                                               |                                                                                                                |
| 12            | Upon receipt of approved plans, obtain list of pre-qualified contractors from City. Certain subcontractor trades are included in pre-qualifications.                                                                                                                                                         | Provide pre-qualified contractors/subcontractors' list.                                                        |
| 13            | Solicit bids for the construction of the project utilizing the pre-qualified contractors list.                                                                                                                                                                                                               |                                                                                                                |
| 14            | Upon receipt of bids, provide the City with the results of the bid. Make recommendations for selection of the contractor and value engineering items, if necessary.                                                                                                                                          | Review and approve bid recommendation. (Value engineering may be necessary if bids are over budget.)           |
| 15            | If required, hire a park construction inspector, as approved by the City.                                                                                                                                                                                                                                    | Approve or provide a park construction inspector.                                                              |
| 16            | Upon City approval, register selected contractor with the Department of Industrial Relations, outlining scope of work included in the contract, and proceed with the construction of the project. Notify the City's liaison of the Pre-construction meeting and submit a construction schedule at that time. | All applicable City Dept's to participate in the Pre-construction meeting and ongoing inspections as required. |
| 17            | Obtain all applicable City permits, including, but not limited to, grading, drainage, encroachment, building and tree permits. Maintain all inspection cards including Parks inspection card on site to be signed off by inspectors at the time of each inspection.                                          | Provide Parks inspection card.                                                                                 |
| 18            | Submit electronic versions of project submittals for review and approval by the City.                                                                                                                                                                                                                        | Review and stamp submittals. Distribute to applicable City staff and return electronic copy to developer.      |

| Step | The Developer shall.....                                                                                                                                                                                                                                                                                                              | The City shall....                                                                                                                                                                                          |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 19   | Developer to provide a professional liaison (i.e. landscape architect or construction manager) to monitor and communicate with the City during the progress of construction and any changes which may need to be considered due to site conditions or other. This shall include the review of any submittals and other shop drawings. | Participate in the on-site review, submittal reviews, and inspections of construction progress. Attend routine construction meetings as needed.                                                             |
| 20   | Conduct on-site reviews on a weekly basis. Complete establishment period. Conduct a Pre-final and Final site review. Submit certification by landscape architect that park is built according to plans and specifications.                                                                                                            | Participate in the Pre-final and Final site review.                                                                                                                                                         |
| 21   | If a reimbursement is due, submit a detailed cost summary with receipts or approval forms to the City for review, including approved change orders.                                                                                                                                                                                   | Meet with Developer to review final cost summary. Based on agreed cost, process reimbursement to the Developer.                                                                                             |
| 22   | Coordinate a meeting with the City to provide turn-over documents as outlined in the Parks Standards.                                                                                                                                                                                                                                 | Facilitate a meeting and collect all turn-in items, including meter numbers for transfer to City.                                                                                                           |
| 22   | Submit the appropriate documentation for the deeding of the improved park property to the City for recordation. Coordinate with the City Manager's Office. Also switch utility bills from developer to City of Roseville.                                                                                                             | Accept the project upon completion of all of the following: formal dedication by the developer, upon satisfactory completion of the project including the maintenance period, and upon receipt of asbuilts. |
| 23   | Celebrate with a dedication - Work with City to plan.                                                                                                                                                                                                                                                                                 | Work with Developer to plan dedication of park.                                                                                                                                                             |
| 24   | Respond on a timely basis to any repairs under the one-year warrantee.                                                                                                                                                                                                                                                                | Monitor warranty period and request any repairs.                                                                                                                                                            |
| 25   |                                                                                                                                                                                                                                                                                                                                       | At end of warranty period, provide balance remaining of deposit to Developer.                                                                                                                               |



## Streetscape Plan Review Process



May 2019



## **Streetscape Construction Documents and Plan Processing**

### **Streetscape Construction Document**

#### **Streetscapes General**

- ❑ List the square footages of turf areas and landscape areas individually (by valve number) within the irrigation sheets.
- ❑ Redwood header boards are not permitted. Utilize the 12" wide concrete mow bands per Parks Construction Standards.
- ❑ Include required notes on all plan sets:
  - "All improvements shall comply with City of Roseville Parks Construction Standards, latest edition".
  - "Contact USA Alert (800) 642-2444 at least 48 hours prior to start of work."
  - "A preconstruction meeting must be scheduled prior to construction commencement of any irrigation and/or landscaping."
- ❑ Show accent lighting including model # and type on the plans. In-ground fixtures are not permitted. Lighting located within a turf area is not permitted. Use LED fixtures where possible.
- ❑ Subdivision names on entry monuments shall be cast in place or monolithic and bolted. Epoxy placed lettering or logos are not permitted.
- ❑ Seat/Planter walls and handrails shall be designed with skate deterrents as an integral part of the design. Third party add-on products such as "Skate Block" are prohibited.

#### **Grading**

- ❑ All plans shall include grading contours and drainage systems to show how site water is being surface and subsurface drained.
- ❑ All berms shall not exceed 30 inches in height; this shall include the height of plant material on the berm at maturity.
- ❑ Slopes of any landscaped areas greater than 2% shall locate the toe of slope two feet away from back of walk. The remaining two feet shall be a bench sloped at 2% away from the back of walk.

#### **Irrigation**

- ❑ Provide water/irrigation schedule on each irrigation plan consistent with requirements outlined in the City's Water Efficient Landscape Ordinance.
- ❑ The gallons per minute shall be included for all irrigation nozzles on the irrigation legend.
- ❑ Location and size of back flow preventer shall be shown. Provide a detail enlargement of the point of connection.
- ❑ Size of the meter, backflow and all valves shall be consistent with the size of the irrigation main line.
- ❑ #12 copper tracing wire is required along entire length of irrigation main line.

- ❑ Reclaimed water notes shall state compliance with City of Roseville Department of Public Works Design and Construction Standards. If utilizing an existing controller, specify its location and how many stations are available for use. Landscape architect shall verify existing controller conditions.
- ❑ All irrigation designs must comply with the City of Roseville Water Efficient Landscape Ordinance.
- ❑ Sub-surface irrigation shall be minimally used and only as approved by the Parks, Recreation & Libraries Department. Areas for consideration in allowed used of sub-surface irrigation are corners around monuments and narrow areas less than 3 feet wide. Additional review of drip will be required for changing legislation.
- ❑ Do not design streetscapes using booster pumps.

### **Planting**

- ❑ Planting and irrigation must be integrated so that like-water use plants are placed together in the same irrigation zone.
- ❑ Do not use “No Mow” fescue.
- ❑ Large trees shall not be used where planter or median strip widths are less than ten feet wide. Either remove the tree or replace with smaller variety. See Design Guidelines Section for trees specific to planter widths.
- ❑ All plans shall include vehicle site distance triangles at all intersections and turn pockets. Site distance triangles shall be verified by the project engineer. No plantings which will grow taller than 12” in height at maturity shall be planted within the site distance triangles.
- ❑ All plan sets shall show fire hydrants, streets signs, street lights and underground utility easements. Planting shall avoid conflicts with these improvements.
- ❑ Do not plant trees or shrubs in front of irrigation heads.

### Streetscapes Plant Species Concern

| Botanical Name                      | Common Name            | Concerns                                             | Alternate Suggestion                                                                              |
|-------------------------------------|------------------------|------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| Agapanthus                          | African Lily           | Limit use, heat and frost sensitive                  | dwarf variety                                                                                     |
| Aquilegia formosa                   | Western Columbine      | Short lived species, sun and heat sensitive          | Phygelius x rectus 'Winchester Fanfare' or 'Pink Elf' or 'African Queen' or 'Trewidden Pink'      |
| Artemesia californica 'Canyon Gray' | Trailing Sagebrush     | Prohibited in the specific plan                      | Artemisia stellerana 'Silver Brocade' or Lessingia filaginifolia 'Silver Carpet'                  |
| Crataegus laevigata                 | English Hawthorn       | Disease prone, do not use                            | Acer buergeranum 'Streetwise'                                                                     |
| Hypericum calycinum                 | Creeping St. Johnswort | Do not use, this species is invasive                 | Teucrium chamaedrys 'Prostratum' or Gazania or Erigeron 'Wayne Roderick'                          |
| Imperata cylindrical 'Rubra'        | Japanese Blood Grass   | Winter dormancy, with high water requirements        | Pennisetum setaceum 'rubrum'                                                                      |
| Lupinus albifrons                   | Silver Bush Lupine     | Short lived                                          | Teucrium fruticans 'Compactum'                                                                    |
| Mimulus aurantiacus                 | Sticky Monkey Flower   | Brittle stems and summer dormant                     | Agastache 'Apricot Sunrise' or 'Tangerine Dreams' or 'Tutti-frutti' (These require good drainage) |
| Platanus x acerifolia               | London Plane Tree      | Limit use, do not use in planters less than 10' wide |                                                                                                   |
| Pinus spp                           | Pines                  | Structurally unsound                                 |                                                                                                   |
| Rosmarinus officinalis              | Rosemary               | Collects trash too rangy                             |                                                                                                   |

### **Plan Approvals and Construction**

- ❑ Plans approved more than two years prior to the start of construction shall comply with the current Parks Construction Standards and may require a new review at the time of construction.
- ❑ Contractor shall include Parks, Recreation & Libraries Department in the initial pre-construction meeting.
- ❑ Due to the delay in time between the initial pre-construction meeting and landscape work, the Contractor shall call for a second pre-construction meeting with Parks, Recreation & Libraries prior to start of irrigation work. This includes any proposed impacts to existing irrigation systems already under City operations. The landscape subcontractor shall be in attendance.
- ❑ All streetscapes are required to be inspected by the City of Roseville Park Inspector at key milestones of the project. A construction inspection card specific to streetscapes will be presented at the preconstruction meeting and must be kept at the construction site at all times. The Inspector must approve and sign each construction milestone listed on the inspection card at the time of inspection. Signing off of all phases/milestones at the end of the project is not permitted.

## Street Landscape Plan Requirement Checklist *(For use by the Consultant prior to submitting plans)*

**Date:** \_\_\_\_\_  
**To:** \_\_\_\_\_  
**CC:** \_\_\_\_\_  
**Project:** \_\_\_\_\_  
**CWJ#:** \_\_\_\_\_ **EN#** \_\_\_\_\_ **BD#** \_\_\_\_\_

Plans submitted to the City for review and approval must contain the following components:

### COVER SHEET

- ☐ Project Name and Address
- ☐ CWJ# is noted on the top right-hand corner of the plan sheet
- ☐ Architect or Engineer Seal
- ☐ Vicinity Map (Context of the property is shown with adjacent land uses labeled.)
- ☐ Signature Block
- ☐ Sheet Index
- ☐ Reference to date specific Parks Construction Standards
- ☐ Individual square footage of turf areas and landscape areas are listed.
- ☐ Each sheet is clearly labeled

### GRADING & DRAINAGE PLAN

- ☐ Storm drain tie-ins are shown
- ☐ Drainage systems are shown.
- ☐ Contour lines are shown, both existing and future
- ☐ Percentage of slope is shown on all sidewalks, concrete, planter areas, etc.
- ☐ Height of walls, curbs and finish grade elevations are shown.
- ☐ Legend is shown.

### LAYOUT & REFERENCE (CONSTRUCTION) PLAN

- ☐ Plan is provided.
- ☐ Street lights and roadways are shown.
- ☐ Limit of work line is shown
- ☐ Match lines are shown
- ☐ Proposed driveways, sidewalks, access points/ramps and right-of-way improvements are shown
- ☐ Major sewer, water and storm drain lines are shown.
- ☐ Fire hydrants are shown

### IRRIGATION PLAN & DETAILS

- ☐ A master irrigation plan showing points of connections/sizes, sleeves/sizes, valves/sizes, mainline/sizes and controller locations shall be included in all phased plans sets.
- ☐ Areas that are to be City maintained and privately maintained are clearly labeled.
- ☐ Irrigation water point of connection (POC), meters, backflows and types of waterlines are clearly labeled.
- ☐ Irrigation main line layout and the size are clearly labeled
- ☐ Sprinkler head and valve layout is shown.
- ☐ Gallons per minute (GPM) is \_\_\_\_\_ and is shown.

- ☐ Pounds per square inch (PSI) is \_\_\_\_\_ and is shown.
- ☐ Irrigation legend is provided.
- ☐ Watering schedule is provided.
- ☐ Controller type is \_\_\_\_\_ and the location is shown.
- ☐ Standard Irrigation details are shown with Department Head signature or referenced.
- ☐ Backflow/connection details comply with Public Works Standards.

#### LANDSCAPE PLAN & DETAILS

- ☐ Areas that are to be City maintained and privately maintained are clearly labeled.
- ☐ Plant list/legend is provided and is consistent with the specific plan design guidelines and Parks Construction Standards.
- ☐ Tree and shrub locations are shown and turf/groundcover areas are delineated.
- ☐ Site distance triangles are shown.
- ☐ Standard Planting details are shown with Department Head signature or referenced.

#### ELECTRICAL PLAN

- ☐ Electrical point of connection is shown.
- ☐ Available amperage is \_\_\_\_\_ and is shown.
- ☐ Light locations and types are located and labeled.
- ☐ Load calculations, voltage, phase, size of main service and location of metered pedestal are shown.

#### STRUCTURAL COMPONENTS (Building, lights, fences over 6' high, walls over 4' high)

- ☐ Construction details are shown.

As an authorized representative of \_\_\_\_\_ (firm/company), I have reviewed and verified that the submitted plans contain all of the required items listed above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Firm/Company



## **Parks, Recreation & Libraries Department**

*In order to ensure the most up-to-date version, hard copies of the Buildings & Grounds Section is provided as a supplemental. In all cases, the Buildings & Grounds Section is considered a part of these Parks Construction Standards.*

# **Section 3: CITY OF ROSEVILLE GENERAL CONDITIONS FOR BUILDING AND GROUNDS**



**Parks, Recreation & Libraries Department**

**Section 4:**  
**TECHNICAL SPECIFICATIONS**



TABLE OF CONTENTS

TABLE OF CONTENTS

SECTION 00 31 46 PERMITS

SECTION 01 10 00 SUMMARY OF WORK

SECTION 01 57 23 STORM WATER POLLUTION CONTROL

SECTION 03 30 00 SITE CONCRETE

SECTION 04 20 00 UNIT MASONRY (GENERAL)

SECTION 05 12 00 STRUCTURAL AND MISCELLANEOUS STEEL (GENERAL)

SECTION 09 91 00 PAINTING AND FINISHES (GENERAL)

SECTION 12 93 00 SITE FURNISHINGS

SECTION 26 00 00 SITE ELECTRICAL

SECTION 31 10 00 CLEARING AND GRUBBING

SECTION 31 20 00 EARTHWORK

SECTION 32 12 16 ASPHALT CONCRETE PAVING

SECTION 32 15 40 DECOMPOSED GRANITE PAVING

SECTION 32 31 13 CHAIN LINK FENCING

SECTION 32 32 19 MODULAR CONCRETE RETAINING WALLS

SECTION 32 84 00 IRRIGATION SYSTEM

SECTION 32 90 00 PLANTING

SECTION 33 00 00 UTILITIES

Consultants to add new sections and/or edit existing sections as needed to reflect specific project needs. New sections shall be formatted to match those included in these standards.

APPENDICES

|                                                                |         |
|----------------------------------------------------------------|---------|
| A: Irrigation Schedules                                        | # pages |
| B: Soils Fertility Report                                      | # pages |
| C: Permits (provided by the City/Project Owner)                | # pages |
| D: Environmental Document (provided by the City/Project Owner) | # pages |
| E: Geotechnical Report (provided by the City/Project Owner)    | # pages |

Project  
Date

---

Consultant to add or delete sections/appendices as they apply to specific project needs.  
Items noted to be provided by the City shall be identified on a project by project basis.

## **SECTION 00 31 46 PERMITS**

### **PART 1 - GENERAL**

#### **1.01 General Requirements**

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.
- C. The intent of this Section is to furnish bidders with the known list of required permits for the Work under the Contract Documents. Bidders should note that the list is not necessarily complete and that additional requirements may exist or arise.

#### **1.02 Permits**

- A. The Contractor shall obtain copies of the following permits from the Project Manager. Copies of these shall be obtained prior to start of work and shall be kept on the jobsite.
  - 1. State Water Resources Control Board General Permit for Discharges of Storm Water Associated with Construction Activity:

The City has prepared and submitted the SWPPP and Notice of Intent (NOI) to the State Water Resources Control Board. Prior to starting construction, Contractor shall obtain coverage under and comply with the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit Order 2009-0009-DWQ). The City will prepare and submit the NOT when permanent BMP's have been installed.

- 2. City of Roseville Department of Development Services, Encroachment Permit for all Work related to this project.
- 3. City of Roseville Department of Development Services, Grading Permit for all Work related to this project.
- 4. City of Roseville Department of Development Services, Building Permit for all structural items associated with this project, including, but not limited to, lighting, backstops, restrooms, shade structures, drinking fountain (plumbing code), and miscellaneous electrical.
- 5. California Department of Fish & Game, Section 1601 Streambed Alteration Agreement: Owner has applied for and obtained the Section 1601

Project  
Date

---

Agreements to allow work within streambeds and banks. A copy of the permit is included in the Appendix of the Project Manual.

6. City of Roseville Planning Department, Tree Permit: Owner has applied for and obtained a tree permit to allow removal or encroachment under Heritage Oaks.

- B. Contractor shall comply with the conditions of these permits, and will be solely responsible for all costs associated with meeting permit conditions unless specifically specified otherwise in these Contract Documents.
- C. A copy of the permit is included in the Appendix of the Project Manual. A trench/excavation permit must be on file with the City. Submit a copy of the notification letter to CAL OSHA, which outlines the project, and contracted scope of work.

## **PART 2 - PRODUCTS**

Intentionally left blank.

## **PART 3 - EXECUTION**

Intentionally left blank.

**END OF SECTION**

## SECTION 01 10 00 SUMMARY OF WORK

### PART 1 - GENERAL

#### 1.01 General

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Special Conditions shall be in addition to the standards provided herein.

#### 1.02 Project Description

- A. Project Name and address:  
Sample Project Name  
123 Main Street Roseville
- B. Project description/scope of work:  
The scope of this project includes ...
- C. The Contractor, prior to submission of his bid, shall visit the site and become familiar with the physical site conditions, the plans and specifications. All existing site conditions, apparent in a detailed, on-site inspection, shall be a part of the project. Submission of a bid shall represent the Contractor's acknowledgment of the existing site conditions and its effect on the implementation of the contract documents.

#### 1.03 Engineering

- A. Field Engineering, as a part of this contract, shall include:
  - 1. Layout of the work and establishment of lines and grades.
  - 2. Said work to be performed by a California Registered Civil Engineer or a California licensed Land Surveyor.
  - 3. When discrepancies between the drawings and actual site conditions are discovered, notify the Inspector for instruction on how to proceed.
  - 4. All work shall:
    - a) Establish indicated layout in relation to the property survey and existing reference points.
    - b) Establish and preserve permanent reference points during the course of construction.
    - c) Set locations and elevations of all site elements as required for proper completion of the work.

#### **1.04 Permits, Fees and Notices**

- A. The Contractor and/or his assigned Subcontractors shall obtain any and all required permits (beyond those provided in the Appendix) from all governing authorities, including other City Departments, prior to start of construction.

#### **1.05 Construction Plans**

- A. Any discrepancies or omissions found in the Contract Documents shall be reported to the City's project manager immediately. The City's project manager will clarify discrepancies or omissions, in writing, within a reasonable time.
  - B. In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:
    - 1. Notice to Contractors
    - 2. Special Provisions
    - 3. City of Roseville Parks Construction Standards
    - 4. City of Roseville Design and Construction Standards
    - 5. Drawings
- Addenda shall take precedence over all sections referenced therein. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.

#### **1.06 Definitions**

- A. The term "accepted" where used within, shall mean accepted in writing by the City of Roseville's Project Manager.
- B. The term "Inspector", where noted, shall mean the project representative, appointed by the City of Roseville, who will oversee the project on a day-to-day basis.
- C. The term "Project Manager", where noted, shall mean the project representative appointed by the Parks Department.
- D. The term "Consultant", where noted, shall mean the prime Consultant listed on the cover sheet of these Specifications.
- E. The term "accepted equal", where used herein, shall mean the equal in the opinion of the Project Manager, in consultation with the Consultant, when necessary, and as accepted in writing by the Project Manager.
- F. The term "Project Owner", where used herein, shall mean the landowner or developer.
- G. The term "provide", where used herein, shall mean furnish and install complete.
- H. The term "as selected", where used herein, shall mean as selected by the Consultant and as accepted by the Project Manager.
- I. The term "substantially complete", where used herein, shall mean the state of which the project can be used in the manner of which it is intended with the exception of minor items as determined by the Project Manager.

J. See Section 1 of the General Conditions for additional definitions and terms.

#### **1.07 Standards**

- A. Numerous standards are referenced in these contract documents. The referenced standards shall be the current edition as of the date of these contract documents. Also, see Section 4 - 1.02 of the General Conditions.
- B. The codes adopted by the City, County, State and federal agencies shall govern minimum requirements for this project. Where codes conflict with these Specifications, the more stringent shall apply, and such conflicts shall be brought to the attention of the Project Manager. Caltrans Standards shall be applied where specifically referenced. In the absence of specific reference requirements in the contract documents, the applicable codes shall govern.
- C. In addition to the standards noted in individual sections of these Specifications, standards of the following organizations shall be noted by initials only.
  - 1. ANSI: American National Standards Institute.
  - 2. ASTM: American Society for Testing and Materials.

#### **1.08 Submittals**

- A. All submittals shall be submitted at one time within ten (10) working days from issuance of Notice to Proceed. The review time for submittals shall be as noted in Section 2 - 1.04 of the Special Conditions. Items returned for re- submittal shall be returned to the City within two weeks
- B. The Contractor shall include a cover sheet indicating the following (A sample is provided in Section 5: Forms):
  - 1. Drawing sheet or specification section reference (by section, paragraph and sub-paragraph numbers);
  - 2. Item description;
  - 3. Indication whether this item is "as specified" or "proposed substitution" and
  - 4. A space for itemized response summary, e.g. "reviewed" or "resubmit".
- C. Contractor shall provide submittals electronically in PDF file format and physical product samples as required in specifications. It shall be the Contractor's responsibility to ensure that the summary sheet is included in the submittal package. Incomplete submittal packages (i.e., the lack of a summary sheet or lack an appropriate product sample) will not be reviewed.
- D. Proposed substitution requests must include a comparison between the originally specified item and the proposed substitute. The burden of proof of compliance for proposed substitutions with project requirements rests with the Contractor. Coordination of the installation of accepted substitutions, including incidental changes/modifications to accommodate proposed products shall be at no additional cost to the Owner.

- E. Where required in specified Section of these Specifications, submittals shall include proof of order of site furnishings, play equipment or other materials within two weeks (ten working days) of receipt of the returned, approved submittal. Submittals of orders shall be made at one time. Exceptions will be considered, with justification.

#### **1.09 Tests**

- A. In addition to Section 4 - 1.03 of the General Conditions, testing and inspections may be performed by a private testing laboratory. The testing laboratory, provided by the City, shall be under the direction of a California registered civil engineer. All work shall conform to requirements set forth by ASTM B329, and shall be acceptable to the City.
- B. Copies of the laboratory reports/results of each test or inspection shall be provided to the Project Manager, Inspector and Contractor.

#### **1.10 Temporary Facilities**

- A. Sanitary provisions shall be the responsibility of the Contractor. Existing restroom facilities shall be not utilized by the Contractor, his Sub-contractors, or employees thereof, unless specifically accepted by the Project Manager. Provide chemical toilets or water closets and urinals connected to the sewer in a location accepted by the Project Manager.
- B. Barricades shall be the responsibility of the Contractor and shall be erected as necessary to protect the property, the construction and the public from hazards due to construction.
- C. Signs, other than those identified in these Specifications, shall be prohibited. Notices, required by law, shall be posted and maintained.

#### **1.11 Utilities**

- A. All utility fees, including, but not limited to, connection fees, installation fees, meters, monthly service fees and cost of utilities used during the course of construction and establishment are considered a direct cost and are the responsibility of the Contractor until project acceptance by City Council.

#### **1.12 Dust/Noise Control Requirements**

- A. Dust and other air pollution nuisances on or adjacent to the site shall be abated, per Section 2 - 1.07 of the General Conditions. Dirt shall not be allowed to accumulate on streets or sidewalks nor be washed into sewer.
- B. Noise from construction operations shall be kept to a minimum. Allowable hours of operations shall be from 7 a.m. to 7 p.m. Monday through Friday. Work on weekends and holidays must be approved by the project manager. Work on



weekends and holidays shall not begin before 8 a.m. and must be completed by 8 p.m.

#### 1.13 Tree Replacement Schedule

- A. Trees damaged or removed without prior approval shall be replaced at an inch per inch basis on-site, except otherwise accepted. New stock shall follow the table provided:

| Plant Size             | Inch Value   |
|------------------------|--------------|
| 3 Five Gallon Stock    | One Inch     |
| 1 Fifteen Gallon Stock | One Inch     |
| 1 24" Box Stock        | Two Inches   |
| 1 36" Box Stock        | Three Inches |

#### 1.14 Inspection of Construction

- A. In addition to the routine inspections performed by the Parks Inspector, portions of work may be inspected by the other city departments. Notify the Parks Inspector and Project Manager a minimum of 48 hours prior to date of inspection.
- B. The Parks Inspector shall be the main line of communication between the site superintendent, the project manager and other City department inspectors. Changes in scope of work or standards shall be approved by the project manager.
- C. Refer to the parks inspection record. This shall be issued at the Pre-Construction meeting and shall be utilized by the Contractor throughout the course of construction. A completed "hard card" shall be submitted to the Project Manager along with required turn in items (See 1.19 this Section) upon final acceptance of the project. The Notice of Completion shall not be filed until all record documents have been received and accepted.

#### 1.15 Adverse Impacts to Site Conditions Due to Construction

- A. Impacts that affect the site conditions to the detriment of the park or streetscape
- Impacts that affect the site conditions to the detriment of the park or streetscape construction or long term viability of the site shall be mitigated by the contractor prior to acceptance of the project. Such impacts shall include, but are not limited to:
1. Soil compaction in non-structural areas;
  2. Diesel or gas fuel leaks/spillage;
  3. Buried concrete or other construction debris;
  4. Hazardous material contamination;
  5. Lime treatment in planting areas;
  6. and more.

#### **1.16 Pre-final (Punch List) Review**

- A. Notify, in writing, to the Parks Construction Inspector, that the work is substantially complete. Substantially complete is defined as “the state of work where it may be used in a suitable and intended manner with exception of minor corrections”. Partial acceptances will not be granted. Items to be reviewed as a part of substantial completion include:
  - 1. All construction items
  - 2. Installation of all site furnishings, including lights and signs
  - 3. Seeding or sodding of all turf areas
  - 4. All planting, including weeding of planted areas
  - 5. The irrigation system is fully functioning as designed and as confirmed by the landscape irrigation audit.
- B. Within five working days of receipt of notification, the Parks Construction Inspector will confirm substantial completion. The Parks Construction Inspector will schedule the punch list walk (pre-final review) within five working days after the project has been determined as substantially complete. A formal punch list will be developed at the punch list walk. The Parks Construction Inspector will provide a copy of the formal punch list to the Contractor within five working days of punch list walk. Performance of the punch list walk does not automatically trigger the start of establishment.
  - 1. If at any point during this review that it becomes apparent that the Contractor has not properly prepared for the site review, the inspection shall immediately be terminated and re-scheduled at such a time as the site has been readied for a review. Any costs for the re-scheduling of the review shall be the responsibility of the Contractor. Lack of site preparation could delay start of the establishment period.
- C. Concurrent to the pre-final review, the City will make a formal request for all required turn-in items to be submitted to the City. All turn-in items shall be submitted to the City (single point of contact), at one time and only by appointment. Do not drop off the turn-in items at the front counter and without an appointment.
- D. Once all turn-in items have been confirmed to be complete and accurate, the establishment period may be considered to begin. The City shall have sole discretion in determining the appropriateness of the commencement of the establishment period and shall notify the developer/contractor in writing of the start and end dates. Portions of the project will not be accepted for establishment prior to the substantial completion of the entire project.

#### **1.17 Establishment Period**

- A. The duration of the establishment period shall be:

1. For seeded turf in parks: Ninety (90) calendar days, minimum, and until the Notice of Completion (NOC) for City-built parks has been approved by the City Council, or the deed transferring property ownership, has been recorded at the County for Developer-built parks.
  2. For sodded turf in parks: Forty-five (45) calendar days commencing between March 1st and October 31st and sixty (60) calendar days commencing between November 1st and February 28<sup>th</sup>, and until the Notice of Completion (NOC) for City-built parks has been approved by the City Council, or the deed transferring property ownership, has been recorded at the County for Developer-built parks.
  3. For streetscapes: Thirty (30) calendar days, minimum, and until final acceptance of all related street improvements subject to approval of a Notice of Completion by the City Council. The inclusion of large box trees (36" box and greater) may require an extended establishment period of ninety (90) calendar days, as noted on plans.
- B. Active maintenance is required throughout the entire establishment period. Active maintenance is defined as:
1. All areas within the project site shall be protected against damage including vandalism, erosion, trespass, rodents and other acts. Immediately repair all damaged areas.
  2. All walkways and paved areas shall be kept clean and all debris within planting and turf areas shall be immediately removed.
  3. Automatic irrigation controller shall be fully utilized and irrigation system monitored and adjusted as described in Section 32 84 00 4.03.
  4. All plant and turf maintenance as described in Section 32 90 00 3.11
- C. Prior to the start of the final thirty (30) days of establishment:
1. All punch list items shall be completed.
  2. All certifications and testing shall be completed.
  3. All plantings and turf shall be thriving and in a healthy condition.
  4. The lack of active maintenance prior to the final thirty (30) days may constitute a delay in the start of the final thirty (30) days of the establishment period.

#### 1.18 Final Review

- A. One (1) week prior to the end of the establishment period, a final on-site review shall be conducted to review project readiness for final turn-over. All punch list items must be satisfactorily addressed prior to the final review.
- B. The project shall be prepared and cleaned per Section 2 - 1.12 of the General Conditions; the turf shall be mowed; and the irrigation heads shall be adjusted appropriately one day prior to the scheduled final review.

- C. Acceptance of the project shall be considered “field accepted” and a recommendation will be forwarded to the City Council for “final acceptance” per Section 7 - 1.01 of the General Conditions.
- D. An unaccepted project shall extend the establishment period until such time as the unaccepted portions of the project have been reviewed and field accepted by the Inspector and Project Manager.
- E. Turn over for City maintenance shall occur only after:
  - 1. The specified duration of the establishment period has been successfully completed.
  - 2. If required, the deed transferring property ownership, has been recorded at the County.
  - 3. A Notice of Completion (NOC) for city-built parks and for streetscapes has been approved by the City Council.
- F. Contractor shall provide a written guarantee covering all improvements associated with this project. See 1.19 – ~~Warranties~~Warranties and Guarantees.

#### **1.19 Record Documents**

- A. Record documents or as-built plans shall be maintained on-site and updated routinely as specified in Section 2 - 1.13 of the General Conditions. Record documents shall include **all items under the contracted scope of work**.
- B. Record documents shall be submitted:
  - 1. one full size set of final as-built drawings (verified/initialed by the Parks Inspector during the establishment period)
  - 2. one set of 11 x 17 reductions of the complete as-built package; and
  - 3. two sets 11 x 17 laminated reductions of the irrigation plan illustrating with colors the individual controller stations; and
  - 4. one USB storage device containing PDF scanned images (in color) of the verified/initialed as-built drawings.
  - 5. For City of Roseville CIP projects, SWPPP binder.

#### **1.20 Warranties and Guarantees**

- A. Warranties are required under various Sections of these Specifications. Prior to final acceptance, the Contractor shall assemble all warranties into a single, bound or stapled package. All warranties shall be clearly labeled and the number of years highlighted. Also, see Sections 7 - 1.10 and 7 - 1.11 of the General Conditions.
  - 1. Warranties for equipment shall be submitted in the manufacturer’s standard form and shall be countersigned by the subcontractor or supplier and the Contractor.

2. All other warranties shall be provided in the following format, written on subcontractor's or supplier's letterhead, signed by the subcontractor or supplier and countersigned by the Contractor:

WARRANTY FOR \_\_\_\_\_ YEARS

"We hereby warrant that the product which we have installed at project name has been done in accordance with the contract documents, and that the work, as installed will fulfill the warranty requirements included in the Specifications.

We agree to repair or replace any or all of our work, together with any other adjacent work which may be displaced by so doing, that may prove to be defective in its workmanship or material within the warranty period stated above commencing from the date of final acceptance of the above named project by the City of Roseville's City Council, without additional expense to the City, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure to comply with the above conditions within thirty (30) days of notification by the City, we collectively or separately do hereby authorize the City to proceed with the repairs or replacement of such defects at our expense. Payment of said costs and charges will be forwarded to the City upon demand.

Signed: \_\_\_\_\_  
Subcontractor or Supplier \_\_\_\_\_ Date

Countersigned: \_\_\_\_\_  
Contractor \_\_\_\_\_ Date

- B. Guarantees shall be a minimum of one (1) year for all plant material, including trees and shrubs. The guarantee shall state that plant materials (trees & shrubs) to be free of all defects or disease and all plants are in a healthy and thriving condition at the completion of the contract. Deciduous plant material shall be warranted beyond the time of contract completion until such time as growth becomes evident.

## PART 2 - PRODUCTS

Intentionally left blank.

Project  
Date

---

**PART 3 - EXECUTION**

Intentionally left blank.

**END OF SECTION**

## **SECTION 01 57 23 STORM WATER POLLUTION CONTROL**

### **PART 1 - GENERAL**

#### **1.01 General**

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Special Conditions shall be in addition to the standards provided herein.

#### **1.02 References**

- A. State Water Resources Control Board Order No. 2009-0009-DWQ National Pollutant Discharge Elimination System General Permit No. CAS0000002, for Storm Water Discharges Associated with Construction and Land Disturbance Activities.
- B. CASQA California Stormwater BMP Handbook – Construction, November 2009

#### **1.03 Definitions**

- A. NOI: Notice of Intent
- B. NOT: Notice of Termination
- C. QSP: Qualified SWPPP Practitioner
- D. QSD: Qualified SWPPP Developer
- E. SWPPP: Storm Water Pollution Prevention Plan
- F. SWRCB: State Water Resources Control Board
- G. NPDES: National Pollutant Discharge Elimination System General
- H. WDID: Waste Discharger Identification number
- I. BMP: Best Management Practices

### **PART 2 - PRODUCTS**

Intentionally left blank.

### **PART 3 - EXECUTION**

#### **3.01 SWPPP**

- A. Comply with State Water Resources Control Board Order No. 2009-0009-DWQ National Pollutant Discharge Elimination System General Permit No.

CAS0000002, for Storm Water Discharges Associated with Construction and Land Disturbance Activities.

- B. A SWPPP has been developed for this project. The SWPPP is a dynamic document and will change as conditions (weather or construction phases) warrant.
- C. Implementation of the SWPPP is the responsibility of the Contractor and a part of this project. Costs associated with implementation and maintenance of the BMPs per the SWPPP shall be included in the lump sum base bid.
- D. Major changes to the SWPPP shall be reviewed by the City's QSD prior to implementation. Cost associated with the major changes will be paid for using the unit cost listed in the Additions or Deletions Sheet of the Proposal
- E. The City's QSP will perform weekly inspections of the jobsite. Implementation of and minor changes to the SWPPP as directed by the City's QSP shall be incidental to the Work. Contractor shall start all inspection corrective actions within 72 hours of observation, and complete as soon as possible.
- F. All BMPs installed will be inspected by the City's QSD/QSP for compliance with the SWPPP and BMP Fact Sheets. BMPs that are not in compliance shall be brought into compliance by the Contractor at no cost to the City.
- G. Keep one copy of the SWPPP and amendments at the project site.
- H. The SWPPP shall be readily available throughout the course of construction and until the NOT has been accepted by SWRCB. The SWPPP shall be made available upon request by a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or City' storm water staff.
- I. At the end of the establishment period, the Contractor shall submit the project site copy of the SWPPP including copies of all inspections, Rain Event Action Plans (REAPs), reports, and sampling and analysis results to the City's Project Manager.

### **3.02 Schedule**

- A. Contractor shall develop a Water Pollution Control Schedule that describes the timing of grading or other work activities that could affect water pollution. The schedule shall be updated by the Contractor to reflect changes in the Contractor's operations that would affect the necessary implementation of water pollution control practices. The typical sequence of work shall be adjusted by the Contractor based on weather conditions and forecasted rain events. The schedule is considered an appropriate and applicable BMP.

### **3.03 Penalties and fines**

- A. Contractor is responsible for all penalties and fines assessed to or levied on the project related to the implementation of the SWPPP.



- B. In an effort to maintain compliance with the General Permit, the Contractor may be asked to make changes to the BMPs. If the Contractor is unable to perform these services in a timely manner the City reserves the right to address any areas of concern and deduct the cost from the contract.

#### 3.04 BMP's

- A. Construction BMP's shall be installed per the Erosion / Sediment Control Plan and project SWPPP, and in accordance with the CASQA California Stormwater BMP Handbook. Use of alternative BMP's will be reviewed and accepted at the discretion of the City's QSD.

#### 3.05 Cleaning

- A. Thoroughly clean all areas where work has occurred. Remove from the site excess material, debris and rubbish.
- B. Take all precautions to protect completed work. Immediately repair or replace all damaged areas due to tire ruts, erosion, compaction failure, etc. Keep all erosion control measures intact.

**Delete this article if winter suspension is not required**

#### 3.06 Winter Construction Suspension

- A. Contractor shall include a winter construction suspension as part of the construction schedule. The counting of working days will be suspended during the winter suspension period. It is at the City's sole and complete discretion to determine the start and end dates of the winter construction suspension. The City will notify the Contractor 10 working days before the start of the winter construction suspension. The City will notify the Contractor 10 working days before the end of the winter construction suspension. The Contractor shall begin work within 15 calendar days after receiving the notice of the end of the winter construction suspension.
- B. Contractor shall include an allowance of (\$15,000) for the winter construction suspension per the bid documents. Costs associated with preparing the site for the winter construction suspension and costs associated with corrective actions required during the winter construction suspension will be paid for using the allowance on a Time & Materials Basis according to the allowable mark-ups in the project's General Conditions, or per an approved lump sum or unit price quote. Costs to implement and maintain the BMPs per the Erosion and Sediment Control Plan are excluded from the winter suspension allowance and shall be included in the lump sum base bid.
- C. Prior to the winter construction suspension, stabilize all exposed soils at the direction of the City's QSD/QSP. In addition, all adjacent drainage inlets shall be protected and perimeter control shall be installed and in good repair.

- D. Traffic on the construction site shall be kept to minimum. All traffic entering or exiting the site must use the stabilized construction entrance.
- E. Where there are areas of concentrated runoff flows, Contractor shall protect the soil from erosion.
- F. Per the Construction General Permit Requirements, inspections by the City's QSD/QSP will continue into and through the winter suspension period. Inspections will occur before, during, and after each qualifying storm event (0.5" or more precipitation) and at least once per week. Contractor shall start all inspection corrective actions within 72 hours of observation, and complete as soon as possible.
- G. Should rain be forecast at 50% or better by NOAA, the City's QSD/QSP will prepare a Rain Event Action Plan (REAP) and email such document to the Contractor. Contractor shall complete all corrective actions within the REAP prior to the start of precipitation.
- H. The City's QSD/QSP will be sampling all discharge to ensure compliance with runoff standards for pH and turbidity. If the water sampling indicates compliance issues, Contractor shall make repairs or adjustments to BMPs immediately, and respond to any such requests within 24 hours.

**END OF SECTION**

## **SECTION 03 30 00 SITE CONCRETE**

### **PART 1 - GENERAL**

#### **1.01 General Requirements**

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.
- C. The standards set forth in the City of Roseville Design and Construction Standards and the City of Roseville Parks Construction Standards, latest editions, shall be in addition to the standards provided herein.

#### **1.02 Description**

- A. Furnish all labor, materials and equipment for the complete installation of all concrete work, flatwork and poured-in-place as shown in the Plans and as specified herein.

#### **1.03 References**

- A. Caltrans Standard Specifications, latest edition.
- B. California Building Code (CBC) and California Administrative Code (Title 24), latest editions.

#### **1.04 Quality Assurance**

- A. For all flatwork, the Contractor shall pour a six-foot by six-foot (6" x 6") sample of each type of finish specified for review and acceptance by the Project Manager prior to pouring any concrete. The accepted samples shall remain on-site and intact until all concrete work has been completed. The quality of the concrete work shall be measured by the accepted samples.
- B. During the course of construction, a qualified testing laboratory shall obtain samples as determined by the Inspector and conforming to federal and state codes and standards. Such costs shall be paid for by the City. Re-tests and removal of below acceptable strength concrete shall be borne by the Contractor. The Contractor shall cooperate with the testing during the course of obtaining such samples.
- C. Variances in surface grades of more than 1/8", as measured by a straight edge ten feet (10") long, shall be corrected to the satisfaction of the Inspector. Remove all areas where standing water occurs, including any surface irregularities.

#### **1.05 Handling and Storage**

- A. Comply with ATSM C-94, "Specifications for Ready Mix Concrete" for the batch, mix and transport of concrete.
- B. Mix and deliver only the amount that will be poured immediately.

#### **1.06 Record Drawings**

- A. The Contractor shall keep an accurate record of the as-built conditions of the site concrete. These records shall be updated daily and kept at the construction site. At any time, the Inspector may examine the conditions of the "as-builts" to ensure compliance of the above.

### **PART 2 - PRODUCTS**

#### **2.01 Concrete**

- A. Concrete for play area curbs, sidewalks, and accessible ramps shall conform to the provisions of Section 90-2 "Minor Concrete" of the Caltrans Standard Specifications. Cementitious material shall be „Type II Modified" and shall contain no less than 505 pounds of cementitious material per cubic yard. Aggregate shall be not greater than one-inch or smaller than 3/8-inch. Submit concrete analysis for review and acceptance prior to placement of concrete.

#### **2.02 Fiberglass Reinforcement**

- A. Fibers for concrete shall be Fibermesh 150, as manufactured by ~~Prepex Operating Company~~ Sika USA; or accepted equal. Fibers shall contain 100 percent virgin polypropylene multifilament fibers, e3 patented technology, containing no reprocessed olefin materials. The fibers shall conform to ASTM C1116 Type III and manufactured specifically for the secondary reinforcement of concrete.

#### **2.03 Expansion Joint Material**

- A. Fiber expansion joint shall conform to ASTM-1751 and shall be a non-extruding resilient filler. Filler shall have preserve attributes and high quality bituminous materials.
- B. Apply Sikaflex elastomeric sealant, or accepted equal, over all expansion joints.

#### **2.04 Concrete Forms**

- A. All forms shall be new at the start of the project and shall be construction grade Douglas Fir. Minimum size lumber shall be 2 x 6.
- B. Radius bends shall be formed by spring steel forms or laminated boards, as required.
- C. Plywood shall be 5/8", Class I, exterior grade as outlined in APA "Guide to Plywood Grades". Omit mill oiling treatment.

## **2.05 Coloring Agents**

- A. (Insert amount and color)
- B. All colored concrete admixtures shall be integral.

## **2.06 Seeded Aggregate**

- A. Aggregate shall be clean, washed aggregate as selected. Provide samples of rock mixture.

# **PART 3 - EXECUTION**

## **3.01 Poured-In-Place Concrete Forms**

- A. Concrete for hardscape or flatwork shall be placed on subgrade compacted to 95% relative compaction. Prior to placement of concrete, a soils compaction test must be performed by an accepted soils testing professional on a representative number of locations along the flatwork area. The City or project owner shall provide the initial test. The results of these tests must be available and meet acceptable levels prior to pouring. Re-tests and re-work of any area, as directed by the soils professional, shall be the responsibility of the Contractor.
- B. Construct forms to conform to the shapes, dimensions and details shown on the Plans. All forms shall be true to lines, plumb, level and square.
- C. Forms shall not leak, spread, shift or settle when concrete is placed.
- D. All forms shall carry dead and live loads and shall not deflect more than 1/8" between supports after placement of concrete.
- E. All forms shall be thoroughly soaked a minimum of twelve (12) hours prior to pouring of concrete. Forms shall be treated per manufacturer's recommendations.
- F. Reuse of forms may be allowed at the discretion of the Inspector. Reused forms shall be cleaned and free of defects that would affect the final concrete finish.
- G. Concrete footings shall be formed only when excavations slump or cave in. Over-excavate the trench or footing diameter to accommodate the forms' installation and removal. Apply water to moisten soil. Do not allow water to create mud or ponding.

## **3.02 Fiberglass Reinforcement**

- A. Install per manufacturer's instructions. Apply at the batch plant prior to delivery. Thoroughly mix fiber material to avoid "clumping".

## **3.03 Expansion Joints**

- A. Expansion joints shall be placed where vertical elements meet horizontal paving unless otherwise noted on the Plans. This shall include vertical expansion joints on play area curb walls, buildings, shade structures, walls and/or planters. The corners of the paving shall be tooled at the expansion

joints. Trim exposed fibers which protrude above or beyond the finish surface of paving or the finish surface of the wall.

### 3.04 Control Joints for Concrete Sidewalks

- A. Control joints shall be per detail PK-32 with deep, straight and finished with rounded edges. Control joints shall be placed (on-center) a distance equal to the width of the concrete walkway, unless otherwise shown on the Plans. For example a ten-foot wide walkway shall have control joint placed ten feet on center. Control joints shall not dead-end into an adjacent panel, and shall not create acute angles that are prone to break off.

### 3.05 Admixtures

- A. (Insert, if used)

### 3.06 Coloring Agent

- A. (Insert, if used)

### 3.07 Placement of Concrete

- A. Do not pour concrete in weather below 40 degrees F. or when temperatures are predicted to fall below freezing within 24 hours, except with prior authorization.
- B. Concrete shall be transit mixed according to ASTM C-94. Limit the quantity of water to the required strength. Concrete shall be of a consistency that it flows slowly into the forms.
- C. Mixing of concrete shall be continuous commencing from the time water is added to the mix until such time that the concrete is poured. All concrete shall be placed within an hour of the time when water is first added.
- D. Concrete shall be deposited up to the finished height of the forms and up to the adjacent joint. No partial pours will be allowed. Excess material shall be dumped on-site and later removed by the Contractor.
- E. Thoroughly compact the concrete manually spading and tamping concrete into all corners of the forms and by utilizing a high-speed mechanical vibrator. Retain a standby vibrator on-site during the course of concrete work. When utilizing the vibrator, take precautions to avoid impact on the forms.
- F. After obtaining uniform compaction, screen tamper all flatwork surfaces, screed and bull float to ensure that large aggregates are pushed below the surface. When it is practical to work on the surface, wood float, steel trowel paving to a uniform surface.
- G. Concrete elements shall not exceed the following tolerances:
1. Linear: 1/8"
  2. Slab deviation: 1/8" in 10"

### 3.08 Finishes

- A. Finishes shall be as shown on the Plans and shall be consistent in quality throughout the project. Medium broom finished concrete shall have clean, deep control joints spaced appropriately. No visible cracks or discoloration will be accepted. Finishes on vertical surfaces shall be consistent throughout. Vertical expansion joints are spaced as identified on the plans and are smooth with the finish surfaces. All edges for flatwork and vertical surfaces shall be eased at a consistent radius.
- B. Upon completion of float finishing, provide the final finish as follows:
1. Medium Broom Finish: shall be accomplished by pulling a stiff bristle broom across a floated surface. The direction of the broom shall be perpendicular to the path of travel, unless otherwise shown on the Plans.
  2. Seeded Aggregate Finish: shall be accomplished by evenly distributing selected aggregate over the floated surface. Surface voids shall be minimum. Thoroughly embed aggregates just beneath the finished surface using a hand float. When the concrete has firmly set, brush and hose the surface with water to expose the aggregate to a uniform surface. Aggregate shall not be exposed more than 1/16", shall not be dislodged and shall not be unevenly exposed. Use of a pressurized nozzle for this work shall be prohibited.
  3. Acid Washed Finish: shall be accomplished after the slab has cured and no sooner than two (2) weeks after the concrete had been placed. Remove the cement film from the surface of the aggregate by an acid wash. Delaying the acid wash additional time is permissible. The slab shall be saturated with water, brushed free of standing water and washed with 5% to 10% solution muriatic acid. Several flushings with clear water should follow until the surface matches the accepted sample panel.
  4. Rock Salt Finish: shall be accomplished by (Insert, if used).
  5. Medium Sandblast Finish: shall be accomplished by (Insert, if used)
  6. Other (Insert, if used)

### 3.09 Removal of Forms

- A. Forms shall remain in place as follows:
1. For mass concrete work: 5 days.
  2. For other flatwork and other concrete work: 3 days.
- B. Remove all bolts, nails, ties, wires, etc. a minimum of one inch (1") below the surface of the concrete. Remove imprints, irregularities or other such defects and patch as directed by the Inspector.

**3.10 Curing and Protection**

- A. Allow adequate time for the concrete to cure. In temperatures above 75 degrees F., ensure that the concrete surface remains wet for a period of seven (7) days minimum.
- B. Protect all concrete from damage during the curing period. This shall include damage from sun, rain, flowing water, frost, mechanical injury, tire tracks, footprints, oil stains, etc. Should such damage occur, Contractor shall take immediate action to repair damage to the satisfaction of the City.

**3.11 Clean-Up**

- A. During the course of this work, the area shall be kept clear and free of debris as realistically possible. Upon completion of concrete work, completely remove from the site all used forms, hardware, spillage, rejected work and other materials.
- B. Remove from site furnishing posts all concrete "slobber". Re-touch posts as necessary for a clean finish.

**END OF SECTION**



## **SECTION 04 20 00 UNIT MASONRY (GENERAL)**

### **PART 1 - GENERAL**

#### **1.01 Conditions**

- A. The general provisions of the Contract, including General and Supplementary Conditions and General Requirements apply to the work specified in this section.

#### **1.02 Scope of Work**

- A. Provide all labor, materials, and equipment required to complete the unit masonry work as indicated on the Drawings and/or specified herein.
- B. Work includes, but not limited to the following:
  - 1. Concrete masonry units.
  - 2. Face brick units.
  - 3. Pre-cast Elements.
  - 4. Installation of all required reinforcements, fasteners, anchors and accessories.
  - 5. Cleaning of unit masonry.
- C. Related work specified in other sections:
  - 1. Section 03 30 00: Concrete

#### **1.03 Quality Assurance**

- A. Material and installation standards: Comply with recommendations of the Brick Institute of America (BIA) standards; National Concrete Masonry Association standards; and ASTM standards.
- B. Verify all measurements indicated on Drawings by taking field measurements; proper fit and attachment of all units is required.
- C. Accurately fit, cut, and securely mortar together all units to produce a plumb, level and rigid installation.
- D. All work and materials shall comply with Uniform National Building Codes (latest edition), and all other applicable codes and ordinances that govern the work of this Section.

#### **1.04 Qualification of Installers**

- A. Installers shall be trained and experienced in the skills required and shall be completely familiar with the materials and their installation. Qualified installers shall be present at all time during the progress of work.

**1.05 Coordination**

- A. Coordinate with all other trades whose work relates to unit masonry installation for placing all required reinforcements, fasteners, anchor, accessories, etc.

**1.06 Submittals**

- A. Submit for Landscape Architect's written approval two (2) representative samples of each unit specified.
- B. Submit manufacturer's certificate that units meet or exceed material specifications.

**PART 2 - PRODUCTS**

**2.01 Concrete Masonry Units**

- A. ASTM C-652, concrete masonry hollow units, wire cut. Standard and bond beam units. Size and color as indicated on the Drawings. Color shall be standard grey.

**2.02 Stone Veneer**

- A. As shown on Drawings.

**2.03 Precast Concrete Molding and Baseboard**

- A. As shown on Drawings.

**2.04 Masonry Mortar**

- A. ASTM C-270, Type M, consisting of one (1) part cement and three (3) parts sand with quarter (1/4) part lime.
- B. LATICRETE 3701 grout and Mortar Admix
- C. Mortar compressive strength at 28 days shall be 3000 PSI

**2.05 Grout**

- A. Grout mix ratio by volumes: one part Portland Cement (ASTM C-150, Type 1); two parts minimum to three parts maximum damp loose sand, two (2) parts coarse aggregate (ASTM C-404).
- B. LATICRETE 3701 Grout and Mortar Admix.
- C. Grout compressive strength at 28 days shall be 3000 PSI.

**2.06 Unit Masonry Reinforcement**

- A. Horizontal Joint Reinforcement: Truss type, hot-dipped galvanized zinc coated steel construction; 3/16 inch side rods with No. 9 cross ties.
- B. Horizontal and vertical rebar reinforcements: ASTM A-615, Grade 40, size as indicated on the Drawings.

## **2.07 Concrete**

- A. As per Section 03 30 00: Concrete

## **PART 3 - EXECUTION**

### **3.01 General**

- A. Supply anchor devices as indicated on the Drawings and as required to install materials as specified in other sections of work.
- B. Cut units where required with a power saw or order units pre-cut from manufacturer.
- C. Construct walls and other masonry construction to the full thickness indicated on the Drawings, using unit sizes as indicated.
- D. Establish lines, levels, and coursing. Protect from disturbances.

### **3.02 Coursing**

- A. Install units straight and plumb with all courses true to line and level.
- B. Install units in pattern as indicated on the Drawings.
- C. Maintain unit courses to uniform width. Make vertical and horizontal joints equal and of uniform thickness.

### **3.03 Placing and Bonding**

- A. Lay units in full bed of mortar properly jointed with other work.
- B. Install full mortar coverage of vertical and horizontal face of joints. Maintain uniform joint width of 3/8" – 1/2", depending on nominal unit sizes. Cut joints flush and tool slightly concave.
- C. Fully bond intersections and external and internal corners.
- D. Do not shift or tap units after mortar has taken initial set. Where adjustment must be made remove mortar and replace.
- E. Remove excess mortar.
- F. Fill hollows at concrete masonry units solid with grout or as indicated on the Drawings. Fill hollows of structural brick block units where reinforcement occurs solid with grout or as indicated on the Drawings.
- G. Wall caps shall be epoxied and anchored in place.

### **3.04 Reinforcement**

- A. Horizontal joint reinforcement: Place masonry joint reinforcement sixteen (16) inches on center or as indicated on the Drawings.
- B. Place joint reinforcement continuous and lap reinforcement according to the recommendations of the Manual of Standard Practice of the Concrete Reinforcing Steel Institute.
- C. Horizontal and vertical rebar reinforcement: Install with bond and beam spacing and rebar spacing as indicated on Drawings.

Project  
Date

---

- D. Place and consolidate grout fill without disturbing reinforcing. Cells containing reinforcement shall be grouted solid.

### **3.05 Curing and Protection**

- A. Provide thorough curing of joints and grout pours.
- B. Protect newly laid masonry from exposure to precipitation, excessive drying, freezing, soiling, backfill and other harmful elements.

### **3.06 Waterproofing & Graffiti Seal**

- A. All walls below grade shall be waterproofed on the backside extending from the foundation to the brick cap.
- B. Install in conformance with manufacturer's specifications.
- C. Apply 2 clear coats of graffiti sealant on exposed exterior and interior surfaces. Submit proposed sealant type and conform to manufacturer specifications.

### **3.07 Cleaning**

- A. Brush off excess mortar as work progresses. Dry-brush masonry at end of each day's work.
- B. Clean masonry with cleaners and methods as recommended by the manufacturer of the masonry units.
- C. Rinse walls by washing off cleaning solution, dirt and mortar using clean, pressurized water.
- D. Repair damage to adjacent materials that occurs during cleaning operation at no additional cost to the Owner.

**END OF SECTION**

## **SECTION 05 12 00 STRUCTURAL AND MISCELLANEOUS STEEL (GENERAL)**

### **PART 1 - GENERAL**

#### **1.01 Conditions**

- A. The general provisions of the Contract, including General and Special Provisions apply to the work specified in this Section.

#### **1.02 Scope of Work**

- A. Furnish all labor, materials, and equipment as required to fabricate and install all structural and miscellaneous steel work as indicated on Drawings and specified herein.
- B. Although such work or materials are not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a secure and complete installation.
- C. Provide shop drawings for all work.
- D. Completely coordinate with work of all other trades.

#### **1.03 References (Latest Edition)**

- A. AISC: Standard Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings by the American Institute of Steel Construction (AISC).
- B. AISC – Code of Standard Practice – Manual of Steel Construction – Allowable Stress Design (ASD).
- C. AISC – Code of Standard Practice of Steel Buildings and Bridges.
- D. ASTM A36 – Structural Steel.
- E. ASTM A-53: Black and Hot Dipped Zinc – Coated Welded and Seamless Steel Pipe.
- F. ASTM A-120: Black and Hot Dipped Zinc – Coated Welded and Seamless Steel Pipe.
- G. ASTM A307 – Carbon Steel Externally Threaded Standard Fasteners.
- H. ASTM A500 – Cold Formed Welded and Seamless Carbon Steel Structural Tubing in Round and Shapes.
- I. ASTM A501 – Hot Formed Welded and Seamless Carbon Steel Structural Tubing.
- J. AWS A2.4 – Symbols of Welding, Brazing, and Nondestructive Examination.
- K. AWS D1.1 – Structural Welding Code.
- L. SSPC (Steel Structures Painting Council) – Painting Manual.

M. California Building Code (CBC), latest edition.

#### **1.04 Regulatory Requirements**

- A. Safety Requirements: Work shall comply with all Federal, State and municipal regulations regarding safety, including the requirements of the following:
  - 1. William-Steiger Occupational Safety & Health Act of 1970
  - 2. State of California, California Administrative Code, Title 8 Industrial Relations, Chapter 4, Subchapter 4, "Construction Safety Orders" and other State and local agencies having jurisdiction.
- B. California Building Code (CBC), latest edition.

#### **1.05 Submittals**

- A. Shop Drawings: General
  - 1. Before any structural steel is fabricated or delivered to jobsite, submit Shop Drawings in accordance with the General Conditions of these specifications.
  - 2. Shop Drawings shall clearly show all pieces with all pertinent dimensions, data, layout, sizes and weights, connections, and all controlled dimensions and elevations. Drawings shall clearly distinguish between shop and field bolts and welds. Errors in dimensions shown on shop drawings shall be responsibility of Contractor.
  - 3. Show details, including cuts, copes, connections, holes, threaded fasteners, and welds in accordance with AWS.
  - 4. Indicate which structural units, members or brackets require field cuts or welds due to construction techniques.
  - 5. Indicated metal fabricator's method for radius form bents of pipe or tubing.
  - 6. All shop and field welds shall be indicated by AWS Welding Symbols.
    - a) Indicate size, length and type of each weld.
    - b) Special Inspection required by CBC and Building Department.
- B. Welding:
  - 1. Certification of Welder's Qualifications.
  - 2. Welding Procedure: Submit descriptive data to illustrate welding procedures to be performed.

#### **1.06 Quality Assurance**

- A. Fabricated structural steel members in accordance with AISC Code of Standard Practice.
- B. Perform Work in accordance with AISC Section 10.
- C. Perform Work in accordance California Building Code (CBC), latest edition.
- D. All welding procedures, welders, welding operation, and tackers shall be qualified in accordance with AWS Standard Code D1.1.
- E. Maintain one copy of each document on site.

- F. Fabricator: Company specializing in performing the work of this section.
- G. Erector: Company specializing in performing the work of this section.
- H. All construction shall conform to applicable building codes, project specifications and applicable regulations. Where the provisions of applicable codes, material manufacturer's requirements, and project specifications conflict, the more stringent provision shall govern.
- I. Certification: Furnish, before fabrication, a mill certified report (in duplicate) of the tests for each heat of steel or iron from which the material is to be fabricated, containing the results of chemical and physical tests required by the ASTM specifications for the materials.
- J. Qualify welding processes and welding operators in accordance with AWS "Standard Qualifications Procedure". Provide certification that welders to be employed in work have satisfactorily passed AWS qualification test within the previous twelve (12) months. If recertification of welders is required, retesting will be Contractor's responsibility.
- K. Work shall comply with the Drawings, Specifications and accepted Shop Drawings in every aspect. All errors of fabrication and connections, defective materials, fasteners, and workmanship shall be replaced at the expense of the Contractor.

#### **1.07 Delivery, Storage and Handling**

- A. Deliver anchor bolts and anchorage devices which are to be embedded in cast-in-place concrete or masonry in ample time so as not to delay that Work.
- B. Store materials to permit easy access for inspection and identifications. Keep steel members off the ground using pallets, platforms, or other supports. Protect steel members and packaged materials from corrosion and deterioration. Remove any damaged items from the site and replace at no cost to the Owner.
- C. Use all means necessary to protect structural steel before, during and after installation.

#### **1.08 Coordination**

- A. Coordinate and furnish all required anchorages, templates, and patterns, setting drawings, and installation directions for all built-in items. Supervise the proper location and the installation of all built-in items. Deliver all items required to be embedded in concrete, masonry or built into other material to their respective Contractor. Provide holes and connections for Work of others Contractors.

### **1.09 Field Measurements**

- A. Take field measurements prior to preparation of Shop Drawings and metal fabrication. Proper fit and attachments of all items is required; allow for trimming and fitting when taking field measurements before metal fabrication.

### **1.10 Shop Assembly**

- A. Preassemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.

## **PART 2 - PRODUCTS**

### **2.01 General**

- A. Use materials of size and thickness indicated or, if not indicated, as required to produce strength and durability in finished product for use intended.
- B. Metal surfaces used for fabrications of miscellaneous metal items which will be exposed to view shall be smooth and free of surface blemishes including pitting, seam marks, roller marks, rolled trade names and roughness.
- C. All other materials not specifically described, but required for a complete and proper installation, shall be new, free from rust, best quality of their respective kind, and subject to the approval of the Project Inspector.

### **2.02 Steel Plates, Shapes and Bars**

- A. All miscellaneous steel shall be standard cold-rolled sections, new, free from rust, and conforming to ASTM A-36.

### **2.03 Steel Pipe**

- A. All steel pipe shall be black steel pipe, except where indicated to be galvanized, complying with provisions of:
  - 1. ASTM A-120, Schedule 40 for pipe less than four (4) inch diameter.
  - 2. ASTM A-53 ERW for pipe greater than four (4) inch diameter.

### **2.04 Steel Tubing**

- A. All steel tubing shall be cold-formed steel tubing conforming to ASTM A-500, Grade B.

### **2.05 Fasteners**

- A. General: Provide electro-zinc plated fasteners for exterior use or where built into exterior walls or slabs. Select fasteners for the type, grade and class specified.
- B. Bolts and Nuts: Regular hexagon-head carbon steel type conforming to ASTM A-307, Grade A with electro-zinc plating.



- C. Flat Washers: U.S.S. standard round carbon steel type conforming to FS FF-W-92 with electro-zinc plating.
- D. Lock Washers: Helical spring carbon steel type conforming to FS FF-W-84 with electro-zinc plating.
- E. Anchor Bolts: Nonheaded "J" bolt type, unless otherwise indicated on Drawings, conforming to ASTM A-307, Grade A with electro-zinc plating.

#### **2.06 Shop Paint**

- A. Primer shall be Red Oxide Primer, conforming to Federal Specification TT-P-31 for steel surfaces and Federal Specifications TT-P-64b for galvanized surfaces.

#### **2.07 Grout**

- A. Pre-mixed, factory packaged, non-shrinking, non-metallic, non-staining, non-corrosive and non-gaseous group complying with CE CRD-C588. Provide grout specifically manufactured for exterior applications.

### **PART 3 - EXECUTION**

#### **3.01 General**

- A. Comply with AISC Code and Specifications and maintain Work in safe and stable conditions during erection. Provide temporary bracing and shoring as required; remove when final connections are in-place.
- B. Execute all Work using skilled metal workers only. Do all welding as per AWS Specifications with certified welders.
- C. When possible, fit and shop assemble all metal Work, ready for installation, with shop and field connections welded or attached with fasteners as indicated on Drawings.
- D. Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where fabrication and installation of the work of this section may properly commence.
- E. Make all required measurements in the field to ensure proper and adequate fit of miscellaneous metal items.
- F. It is the intent of the Drawings to indicate detail connections. Where connection detail is not shown, detail shall be patterned after a connection similar condition, or an AISC standard type.

#### **3.02 Fabrication**

- A. General
  - 1. Use materials of size and thickness indicated on Drawings or on accepted Shop Drawings to produce strength and durability in finished product for use

intended. Work to dimensions are indicated on drawings or on accepted Shop Drawings, using proven details of fabrication and support.

2. All fabrication shall be in accordance with AISC Specifications for fabrication of structural steel, California Building Codes, and requirements of regulatory agencies.
  3. Do not field cut or alter structural metal units, members or brackets without accepted Shop Drawings.
  4. Fabricate and pre-assemble work in shop to greatest extent possible.
  5. Fabricate exposed work true to line, shape and level with accurate angles and radiuses. Ease exposed metal edges to a radius of approximately 1/32 inch.
  6. Make cuts, bends, punching and drilling accurate, neat and properly located. Grind and file smooth all parts exposed to view; leave exposed surfaces free of fabrication marks. Mark and match-mark units requiring field assembly.
  7. All welds shall be continuous, unless otherwise indicated, complying with AWS Specifications. Form exposed connections with tight, flush and smooth hairline joints. Grind exposed welds smooth and flush to match and blend with adjoining surfaces.
  8. Cut, reinforce, drill and tap fabricated metal work as indicated on Drawings to receive finish hardware, fasteners and similar items.
- B. Bolted Connections:
1. Punch or drill holes 1/16 inch larger than bolt size and spear-ream before inserting bolts.
  2. Ream unfair holes, but only up to next larger bolt size. Where unfairness exceeds maximum, weld hole in base material solid and drill hole of proper size.
  3. As erection progresses, bolt up work to take care of dead load, lateral forces, and erection stresses. Provide any additional bracing necessary to resist all possible forces during erection. Contractor is entirely responsible for the stability of the structural steel work until the job is complete.
- C. Assembly with Standard Threaded Fasteners:
1. Beveled Washers: Provide under bolt heads or nuts resting on surfaces exceeding 5 percent slope with respect to head or nut.
  2. Draw up tight, check threads with chisel, or provide approved lock washers or self-tightening nuts.
- D. Welded Connections:
1. Perform welding using shielded metal arc, submerged arc, gas metal arc, or flux cored arc methods in accordance with appropriate sections of AWS D1.1 and CBC Chapter 27.

2. In addition to specific requirements of Drawings, details of welded joints shall comply with all requirements for joints which are accepted without qualification tests under the AWS Code. If sizes of fillet welds are not shown on Drawings, use AWS minimum weld size, but not less than thinnest part thickness minus 1/16 inch.
3. Plan welding operations to eliminate stress build-up.
4. Field Welding:
  - a) Perform field welding in accordance AWS D1.1.
  - b) Where field welding is applied to existing flexural members involving application of significant amounts of heat to member, provide temporary shoring to prevent deflections.
  - c) Provide Special Inspection per the CBC, latest edition.
- E. Column Bases:
  1. Finish in accordance with AISC. Lack of contact bearing with column shall not exceed 1/16 inch.
- F. Bearing Plates:
  1. Finish in accordance with AISC. Provide for attachment as shown on Drawings.
  2. Cut, drill (tap where indicated or required), or punch holes perpendicular to metal surfaces. Do not flame cut holes or enlarge holes by burning. Drill holes in bearing plates.

### **3.03 Shop Painting**

- A. Shop paint all metal Work, except members or portions of members to be embedded in concrete or masonry, surfaces and edges to be field welded, stainless steel, and galvanized surfaces, unless otherwise indicated.
- B. Clean all metal work to be primed and painted in accordance with Section 09 91 00 – Painting and Finishes.
- C. Immediately after surface preparation brush or spray on primer in accordance with manufacturer's instruction at a rate to provide uniform dry film thickness of 20 mils for each coat. Use painting methods which will result in full coverage of joints, corners, edges and exposed surfaces.
- D. Apply one (1) shop coat to fabricated metal items, except apply two (2) coats of primer to surfaces inaccessible after assembly or installation.
- E. Give any painted built-in portions one (1) field coat of primer on all abraded areas after installation.

### **3.04 Galvanizing**

- A. All metal fabrications intended for exterior use or for use in high moisture areas are to be hot-dip galvanized, unless otherwise noted.

- B. Hot dip galvanizing or zinc coatings, applied on products fabricated from rolled, pressed and forged steel shapes, plates, bars and strips shall comply with ASTM Specification A123-73.
- C. Hot dip galvanizing or zinc coatings on assembled steel products shall comply with ASTM Specifications A386.
- D. The weight of coatings shall be as designated in Table 1 for the class and thickness of material to be coated. Galvanized surfaces for which a shop coat of paint is specified shall be chemically treated to provide a bond for the paint.
- E. Except for bolts and nuts, all galvanizing shall be done after fabrication.

### **3.05 Installation**

#### **A. General:**

1. Compliance: Erect and install all miscellaneous metal in strict accordance with the Drawings, the reviewed shop drawings, and the referenced standards, aligning straight, plumb, and level within a tolerance of one in 200. Accurately assemble structural steel to lines and elevations indicated, within specified AISC tolerances.
2. Splice metal work only where indicated and approved on shop Drawings.
3. Install anchorage devices and fasteners where required for securing miscellaneous metal fabrications to in-place construction; including anchorage devices and fasteners that require to be cast into concrete or masonry. Provide temporary bracing or anchors in formwork for items cast into concrete or similar construction.
4. Perform cutting, drilling, and fitting required for installation of miscellaneous metal fabrications. Set Work accurately in location, alignment and elevation. Install items plumb, level, true and free of rack; measured from established lines and levels.
5. Fit exposed connections accurately together to form tight hairline joints. Weld connections which are not to be left as exposed joints, but cannot be shop welded due to shipping size limitations. Grind exposed joints smooth and touch-up shop paint coat.
6. Do not weld, cut or abrade the surfaces of exterior units which have been hot-dip galvanized after fabrication, and are intended for bolted or screwed field connections.
7. All field welds shall conform to AWS Specifications. Grind all exposed welds smooth and flush to match and blend with adjoining surfaces.
8. Clean and touch-up all field welds and scratches with shop paint as specified.

### **3.06 Finishes**

- #### **A. Finish all fabricated metal Work as per Section 09 91 00: Painting and Finishes**

**END OF SECTION**



## **SECTION 09 91 00 PAINTING AND FINISHES (GENERAL)**

### **PART 1 - GENERAL**

#### **1.01 Conditions**

- A. The general provisions of the Contract, including General Conditions and Special Provisions apply to the work specified in this Section.

#### **1.02 Description**

- A. Work includes, but is not limited to the following:
1. Provide all materials, tools, equipment, appliances, labor and supervision required to paint and finish all surfaces and/or components as specified herein and as indicated on the Drawings, including all miscellaneous items and labor required to complete the Work of this Section.
  2. Surface preparation, priming and painting of all metal surfaces as indicated on Drawings or as follows:
    - a) Miscellaneous surfaces.
  3. All surfaces that are left unfinished by the requirements of other sections shall be painted or finished as part of this contract.
- B. Related Work described elsewhere.
1. Section 05 12 00: Structural and Miscellaneous Steel
- C. Definition: The term "paint", as used herein, shall mean all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime intermediate or finish coats.

#### **1.03 Work Not Included**

- A. Pre-Finished Items: Unless otherwise specified or indicated on the Drawings, do not include the painting of items that are specified to receive manufacturer's factory finish, i.e. such items as site furnishings, irrigation equipment, electrical equipment, etc. See applicable Sections.
- B. Finished Metal Surfaces: Unless otherwise specified, all metal surfaces or anodized aluminum, stainless steel, chromium plate, copper, bronze or similar finished materials do not require painting.

#### **1.04 Submittals**

- A. Provide in accordance with the General Conditions prior to ordering material, a complete, detailed list of materials proposed for use on work. Include affidavit from manufacturer stating that proposed materials are the best of their

respective kinds and suitable for intended purpose. Submit in ample time to avoid delays in work if the list, or portions thereof, are rejected.

- B. Painter shall prepare and submit color samples to match color chips in 12- inch square size and must receive approval from Project Inspector before applying final paint coats to finish surfaces. Approved samples shall be retained at the Project Inspector's office for record.

#### **1.05 Paint Coordination**

- A. Provide prime coats which are compatible with finish paints used. Review other Sections of these specifications in which prime paints are to be provided to ensure compatibility of total painting system for various surfaces. Upon request from other trades, furnish information and specifications for finish materials proposed for use, to ensure compatible prime coats are used. Provide barrier coats over incompatible primers or remove and reprime as required. Notify Project Inspector in writing of any anticipated problems using specified painting systems with surfaces primed by others.

#### **1.06 Job Conditions**

- A. Applicator shall examine areas, surfaces and conditions under which painting Work is to be applied and notify the Project Inspector in writing of conditions detrimental to proper and timely completion of Work. Do not proceed with Work until unsatisfactory conditions have been corrected in a manner acceptable to Project Inspector and Applicator, or Applicator shall assume responsibility for and rectify any unsatisfactory finish resulting.
- B. Starting of painting Work shall be construed as Applicator's acceptance of surfaces and conditions.

#### **1.07 Weather Conditions**

- A. Apply water base paints only when temperature of surfaces to be painted and surrounding air temperature are between fifty (50) degrees F (10 degrees C) and ninety (90) degrees F (32 degrees C), unless otherwise permitted by paint manufacturer's printed specifications.
- B. Apply solvent-thinned paints only when temperature of surfaces to be painted and surrounding air temperatures are between forty-five (45) degrees F (7 degrees C) and ninety-five (95) degrees F (35 degrees C), unless otherwise permitted by paint manufacturer's printed specifications.
- C. Do not apply paint in rain, fog or mist; or when relative humidity exceeds eighty-five (85) percent; or to damp or wet surfaces.



### **1.08 Delivery and Storage**

- A. Deliver materials to job site in original, new and unopened packages or containers bearing manufacturer's name and label, and the following information:
  - 1. Manufacturer's Name
  - 2. Manufacturer's stock number and date of manufacture
  - 3. Special color mix: name and number
  - 4. Contents by volume for major pigment and vehicle constituents
  - 5. Thinning instructions
  - 6. Application instructions
- B. Store materials and equipment as approved by applicable codes and enforce good housekeeping practices. Any soiled or used rags waste, etc., shall be removed from the site every night and every precaution shall be taken to avoid the danger of fire. No paint materials shall be washed or emptied on the site or into any sewer drains, storm drains or street gutters.

### **1.09 Protections**

- A. Protection Work of other trades, whether to be painted or not, against damage by painting and finishing Work. Provide suitable covering or other methods of protection during progress of this Work. Correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to the Project Inspector.
- B. Provide "Wet Paint" signs as required to protect newly painted surfaces. Remove all protective materials upon completion of the Work and touch-up and restore all damaged or defaced surfaces, including the removal of paint spots from other surfaces.

### **1.10 Guarantee**

- A. Adhesion: All materials applied shall be guaranteed for a period of two (2) years against failure due to surface conditions, materials, or application. There shall be no evidence of fingerprints blisters, running, peeling, scaling, chalking, streaks or stains.

## **PART 2 - PRODUCTS**

### **2.01 Color Schedule**

- A. Project Inspector shall furnish to the Contractor a color schedule of paints to be used based on one of the approved manufacturer's color charts or requirements for specially mixed colors. Use of one of the other approved manufacturer's requires the Contractor to match the color schedule provided by the Project Inspector.

- B. Manufacturers names used to designate colors of color schedule is not intended to imply that products names are required to the exclusion of equivalent products of other manufacturers.
- C. All colors and manufacturers shall be approved and authorized by the Project Inspector before commencing work.

## **2.02 Materials Quality**

- A. Provide best quality grade of various types of paints as regularly manufactured by acceptable paint materials manufacturer. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable. Acceptable paint manufacturers include:
  - 1. Kelley-Moore
  - 2. Benjamin Moore Company
  - 3. The Glidden Company
  - 4. Pratt and Lambert, Inc.
  - 5. Dunn and Edwards
  - 6. Sherwin-Williams
  - 7. W.P. Fuller Company
  - 8. Tiger Drylac
- B. Provide primer and undercoat paint produced by the same manufacturer as finish paint. Use only thinners approved by paint manufacturer, and use only within recommended limits.
- C. Epoxy paints and wood stains for use in standard comfort stations shall be as specified on plans.

## **2.03 Metal Primer**

- A. Primer for metal surfaces shall be Red Oxide Primer, conforming to Federal Specification TT-P-31 for metal surfaces and Federal Specification TT-P-64b for galvanized surfaces.

# **PART 3 - EXECUTION**

## **3.01 Surface Preparation**

- A. General: Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions, and as herein specified, for each particular surface condition.
- B. Paint no items fitted with finish hardware or other similar items until hardware has been removed or provided with surface-applied protection prior to surface preparation and painting operations. Install hardware or remove surface-applied protection after paint has dried.

- C. Metal Surfaces: Clean all metal surfaces, which are not galvanized or shop-painted, of scale, dirt, rust and other deleterious materials before priming. Clean metal in accordance with Steel Structures Painting Council (SSPC) Specifications.
  - 1. SP-2: Hand Tool Cleaning
  - 2. SP-3: Power Tool Cleaning
  - 3. SP-7: Brush-off Blasting CleaningRemove oil, grease, and similar contaminants in accordance with:
  - 1. SP-1: Solvent Cleaning
- D. Galvanized Surface: Clean all galvanized surfaces of oil and other surface contaminants with a crystalline zinc phosphate pretreatment (phosphoric acid etch). Remove pretreatment solution by thoroughly washing with clean water and wipe dry.

### **3.02 Materials Preparation**

- A. Mix and prepare painting materials in accordance with manufacturer's specifications.
- B. Stir materials before application to produce a mixture of uniform density, and stir as required during application. Do not stir surface film into materials. Remove film and if necessary, strain materials before using.

### **3.03 Application of Primer Coat**

- A. Apply primer coat to all surfaces which are required to be painted or finished, and which have not been prime coated or shop-painted by others. For metal surfaces, touch up shop-painted coats as required.
- B. Immediately after surface preparation brush or spray on primer in accordance with manufacturer's instructions at a rate to provide uniform dry film thickness of two (2.0) mils for each coat. Use painting methods which shall result in full coverage of joints, corners, edges and exposed surfaces.
- C. All primer coats shall be free from runs, sags, and other defects. All coats shall be thoroughly dry before applying succeeding coats.
- D. Apply one (1) coat of metal primer for metal surfaces, as specified and/or as recommended by manufacturer's instructions.

### **3.04 Application of Paint**

- A. Apply paint in accordance with manufacturer's instructions. Use applicators and techniques best suited for each surface and type of materials being painted.
- B. All painting Work shall be done by skilled workman in a professional manner. All coats shall be evenly spread and shall be free from run, sags and other defects. All coats shall be thoroughly dry before applying succeeding coats.

- C. All individual coats of paint shall be inspected and approved by the Project Inspector before application of the succeeding specified coat; otherwise no credit for the coat applied shall be given, and the Applicator shall automatically assume responsibility to recoat the Work. The applicator shall provide the Project Inspector a report of each coat applied when completed for inspection and approval to comply with the above.
- D. Where coverage is incomplete, not uniform, or not to the required dry film thickness, provide an additional coat at no extra cost to the Developer.
- E. Apply finish coats of paint to all exposed surfaces as follows:
  - 1. For primed metal surfaces, apply two (2) coats of 100% acrylic latex base paint, per manufacturer's recommendations. Apply first coat of paint within 72 hours of primer application. If first coat of finish paint cannot be applied within the specified application time, the contractor shall re-clean and re-primer all exposed metal surfaces prior to start of metal painting operations.
- F. Give special attention to ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners, receive a dry film thickness equivalent to that of flat surfaces.
- G. Apply first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practical after preparation and before subsequent surface deterioration's.
- H. Allow sufficient time between successive coatings to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure and application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
- I. Apply all coating without reduction, except as specifically required by label directions, or required by this Section.
- J. Sand carefully between all coats on smooth surfaces for good adhesion of subsequent coats.
- K. Paint all exposed surfaces and anything inaccessible after installation prior to installation, if required to be painted.

### **3.05 Application of Epoxy Paint**

- A. Use epoxy paint for floor and wall in restrooms up to ADA height.

**END OF SECTION**

## **SECTION 12 93 00 SITE FURNISHINGS**

### **PART 1 - GENERAL**

#### **1.01 General Requirements**

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.

#### **1.02 Description**

- A. Furnish all labor, materials and equipment for the complete installation of all site furniture, including play equipment and play surfacing, as shown on the Plans and as specified herein.

#### **1.03 References**

- A. All play equipment shall meet or exceed the standards set forth by the Consumer Product Safety Commission (CPSC), comply with the Americans with Disabilities Act (ADA), meet all current ASTM standards and be consistent with State and local codes.
- B. The play area surfacing shall meet or exceed the fall absorption/impact rates set forth by the CPSC guidelines and ASTM standards. The surfacing shall be an accessible surface and manufactured specifically for play areas.
- C. Nothing in the Plans or Specifications is to be construed to permit work not conforming to regulating codes and standards. The Contractor shall furnish without extra charge any material and labor, when required, by the compliance with these rules and regulations, even though the work was not mentioned in these particular Specifications or shown on the Plans.
- D. The product manufacturer shall supply complete Specifications for the installation of all site furnishings, including play equipment and play surfacing.

#### **1.04 Submittals**

- A. Submittals for specified items are required. The Contractor shall submit a materials summary sheet indicating which items will be installed as specified and which items are proposed for substitutions. The Contractor shall submit proof of order within ten (10) working days of the Notice to Proceed, indicating all specified materials have been ordered, noting "as specified" or "substitution proposed". For the following items, also provide:

1. Resilient Play Surfacing (i.e. rubber surfacing material) Submittal shall include IPEMA certification of materials and the most recent impact absorption test results.
2. Play Equipment and Swings submittals shall include color samples, manufacturer's materials and parts list, and installation instructions.
3. All items with "color as selected by City" shall include color samples.

4.

- B. On the date of the Notice to Proceed, the Contractor shall immediately place the order to purchase all site furnishings, including the play equipment and play surfacing as specified on the Plans and as outlined herein. **Proof of all orders shall be submitted to the Project Manager within ten (10) working days of the Notice to Proceed.**
- C. The Contractor shall submit a Certificate of Compliance from a third party certified playground inspector which verifies that the entire playground, including individual components, and surfacing meets or exceeds regulated requirements as described in Section 1.03 above.

#### 1.05 Record Drawings

- A. The Contractor shall keep an accurate record of the as-built conditions of the miscellaneous site amenities. These records shall be updated daily and kept at the construction site. At any time, the Inspector may examine the conditions of the "as-builts" to ensure compliance of the above.

### PART 2 - PRODUCTS

#### 2.01 Materials

- A. Play Equipment shall be custom configuration as shown on the Plans and as specified herein. The equipment shall be as distributed by (contact name and phone number), and as manufactured by (contact name and phone number) or accepted equal. Color as selected by the City.
- B. Swings shall be the custom configuration as shown on the Plans as distributed by (contact name and phone number), and as manufactured by (contact name and phone number), or accepted equal. Color as selected by the City.
- C. Poured-in-place resilient surfacing shall be as shown on the Plans and as specified herein. The play surfacing shall be Tot Turf TPV Poured Surfacing as manufactured by Robertson Industries, contact Frank Horwath, (510) 433-0655 or accepted equal. Color as selected by the City.
1. Thickness of surfacing shall meet or exceed ASTM F 1292-93 Thickness vs. Fall Height requirements. The topcoat shall be ½ inch thick.
  2. Color shall be 50/50 black and brown mix, unless custom colors are shown on plans. For yellow, gold, red, and green colors use an aromatic binder.

Formatted: Indent: Left: 1", No bullets or numbering

For blue, gray, purple, teal and tan colors use an aliphatic binder to preserve the color.

3. Poured-in place resilient surfacing shall have a five (5) year warranty.
- D. Engineered wood fiber shall be clean, engineered wood fiber, manufactured specifically for play areas.
1. Engineered wood fiber manufacturer shall provide testing certification by an independent testing agency that the results comply with CPSC guidelines and ASTM standards.
  2. Engineered wood fiber shall meet the following requirements: ASTM F1951-99 (ADA Compliance Test) and ASTM F 1292-96 (Shock Absorbency).
  3. Manufacturer shall provide a Certificate of Insurance that shall provide coverage for products liability with the limit of liability not less than \$1,000,000.
  4. The manufacturer shall also provide written guarantee for three (3) years from the date of installation against decay and biochemical degradation calling for replacement of defective materials during the guarantee period.
  5. Manufacturer certifies that the engineered wood fiber has been installed in not less than three (3) sites for periods of not less than three (3) years demonstrating the claims made with regard to these Specifications.
- E. Picnic Tables shall be as shown on the Plans and as specified herein. The tables shall be as distributed by (contact name and phone number), and as manufactured by (contact name and phone number) or accepted equal. Tables shall be in-ground mount and made of perforated steel. Color as selected by the City.
- F. Benches shall be as shown on the Plans and as specified herein. The benches shall be as distributed by (contact name and phone number), and as manufactured by (contact name and phone number) or accepted equal. Benches shall be in-ground mount and made of perforated steel. Color as selected by the City.
- G. Drinking Fountain shall be MDF #10145 SM (bottle filler, dual bowl and accessible) and stainless steel surface carrier as distributed by Husbands and Associates (800) 821-9838 and as manufactured by Most Dependable Fountains or accepted equal. Color to be stainless powder coated black or as approved. Include recessed hose bib with locking cover, stainless steel control valves with o-rings, and external stainless steel surface mount carrier. Install with a sand strainer when sand amenities are included in the park design.
- H. Infield Mix shall be 60/40 red lava/ screened clay mix as distributed by Cascade Rock, 916-383-1300 or accepted equal.

- I. Park Identification Sign shall be fabricated by Quick Crete Products Corp., Norco, CA, (916) 447-8644, or by Outdoor Creations, Inc., Anderson, CA, (530) 365-6106, or accepted equal.
- J. Play Area Age-Appropriate Signage shall contain the following language:  
"This play area has been designed for the use of children aged (fill in the appropriate age range) years of age."
- K. Park Namesake Plaque shall be a 24" by 18" digital high pressure laminate graphic panel fabricated or accepted equal. Plaque shall be mounted on a SlimLine single pedestal sign system or accepted equal. Manufacturer for the plaque and sign system (model # 2418 SL-SLP-AL) is KVO Industries (Chris Howell, (707) 573-6868). Installation location shall be verified in the field with the Project Manager.
- L. Playground rules sign shall be as fabricated by Gopher Sign Company, (651) 698- 5095, or accepted equal.
- ~~M.~~ BBQ Grill shall be Iron Mountain Forge or accepted equal. Installation location shall be verified in the field with the Project Manager.
- ~~M.N.~~ Pickleball & Tennis Court Surfacing shall be Plexipave via California Sports Surfaces Inc., or City accepted equal, color: as selected by City.
- ~~N.O.~~ Line Paint (for basketball courts): Hawker - Laykold; Koch Materials - Decocolor; Extol - Color; L&M - Nova acrylic; California Products Corp - Plexicolor Laykold; or accepted equal.
- ~~O.P.~~ Trash Receptacle shall be as shown on the Plans and as specified herein. The trash receptacle shall be as distributed by (contact name and phone number), and as manufactured by (contact name and phone number) or accepted equal. 32-gallon receptacle with liner, dome top (model # TG3D33S) as fabricated by Wabash Valley, (260) 352-2102, or accepted equal.
- ~~P.Q.~~ Other (See Design Guidelines for additional information) shall be as shown on the Plans and as specified herein. The (site amenity) shall be as distributed by (contact name and phone number), and as manufactured by (contact name and phone number) or accepted equal. Color as selected by the City.

## PART 3 - EXECUTION

### 3.01 Installation

- A. Contractor to provide experienced workers or subcontractors to install all site furnishings, including the play equipment and play surfacing described in these Specifications. The workers or subcontractor must demonstrate that at least five (5) similar play structures and five (5) play surface applications similar to that specified for this project have been installed in the last three (3) years.



- B. All site furnishing, including play equipment shall be installed per manufacturer's instructions.
- C. Engineered wood fiber shall be blown in place to avoid damage to adjacent improvements unless specifically approved by City.
- D. Poured-in-place rubber play surfacing and access ramps shall be installed as shown on the plans. Install poured-in-place rubber over a 4" thick concrete base. The rubber base coat shall be   and the rubber topcoat shall be 1/2", unless otherwise noted on the plans. Apply the appropriate binder with all finished poured-in-place rubber surfaces based on color as outlined in Section 2.01 J and per manufacturer's instructions. Installation of poured-in-place rubber surfacing shall be performed by an International Playground Equipment Manufacturer Association (IPEMA) certified and experienced installer. Submit a copy of the installer's certification prior to installation. "Experience" is as defined in 3.01 A above.

For Aggregate sub base: Grading to be +/- .375 (3/8") inside the play area 4" minimum thickness. Applied as follows:

- Step 1 Install 2", compact
- Step 2 Apply by hand Portland cement to entire surface
- Step 3 Apply 1/4" water to entire surface
- Step 4 Repeat Steps 1, 2, & 3 to attain required thickness

Sub base to be installed before play equipment in order to utilize large compaction equipment. Jumper compactor equipment to be utilized along outside perimeter of play area curb. Compaction test shall be performed to verify that the aggregate is compacted to 95%. Sub base (aggregate) must be sloped per ADA requirements.

- E. Heights of tables and benches shall be as follows, unless otherwise required by ADA; California Title 24 or other code requirements:

| Description          | Height Above Finish Grade                                             |
|----------------------|-----------------------------------------------------------------------|
| Table Surface Height | 34" Maximum                                                           |
| Knee Space Height    | 27" Minimum Clear Space                                               |
| Knee Space Depth     | 17" Minimum from edge of table to nearest obstruction under table top |
| Width of Knee Space  | 30" Minimum clear width beneath table                                 |
| Bench Surface Height | 16" Minimum, 18" Maximum                                              |

- F. Heights for play equipment, including ramps and transfer decks shall comply with the approved recommendations by the U.S. Architectural and Transportation Barriers Compliance Board: Play Facilities Regulatory Negotiation Committee.
- G. For play equipment, locate all footings prior to installation of drain lines. Adjust drain lines to accommodate play structure footings. Provide appropriate fall zones as shown on the Plans and per applicable codes and guidelines.

- H. All footings shall be Class A concrete with 3/4" maximum size aggregate, unless otherwise noted. Footings shall be in accordance with Caltrans Standard Specifications, Section 90. Install all footings below finish surface. In paved areas, install paved surface over footing for a clean finished surface as shown on the Plans.
- I. Carefully install all furnishings and equipment without disturbance to adjacent finishes. Contractor shall be responsible for the damage and subsequent repairs of damaged finished product.
- J. Install park namesake plaque. Installation location shall be verified in the field with the Project Manager.
- K. Install age-appropriate stickers on all play structures, per manufacturer's instruction.
- L. Install playground rules sign. Installation location shall be verified in the field with the Project Manager.

### 3.02 Cleaning

- A. Thoroughly clean all areas where work has occurred. Remove from the site excess material, debris and rubbish.
- B. Take all precautions to protect completed work. Immediately repair or replace all damaged areas due to tire ruts, erosion, compaction failure, etc. Keep all erosion control measures intact.

## PART 4 - WARRANTY

### 4.01 General

- A. Contractor shall warranty all site amenities included under this Section.
- B. Contractor shall also provide a written warranty covering all materials, equipment and workmanship furnished by him to be free of all defects after installation is accepted, including all defective parts that may have been found.
- C. Submit written warranty on company letterhead addressed to the City when providing As-built drawings.
- D. Contractor shall submit to the City, upon completion of work, a Certificate of Compliance by a third party certified playground inspector for the installation of the play structure and safety surfacing. Certification shall include testing for compliance of ASTM 1292 (Impact Attenuation of Surfacing Systems under and around Play Equipment). All tests, including re-tests, shall be the responsibility of the Contractor. Submit all test results to the City.
- E. Submit maintenance manual for poured-in-place resilient surfacing.
- F. Contractor shall submit to the City, upon completion of work, a Certificate of Compliance from the manufacturer of the play structure for the installation of the play structure.

- G. Contractor shall submit to the City, upon completion of work, critical fall criterion used to certify all play surfacing material.
- H. Attach cut sheets of installed items to the warranty.

**END OF SECTION**



## **SECTION 26 00 00 SITE ELECTRICAL**

*(This Section is only partially complete. Consultant shall provide all applicable 260000 series Sections specific to the project scope.)*

### **PART 1 - GENERAL**

#### **1.01 General Requirements**

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Special Conditions shall be in addition to the standards provided herein.
- C. The standards set forth in the City of Roseville Design and Construction Standards, latest edition and requirements outlined by the City of Roseville Electric Department shall be in addition to the standards provided herein.
- D. The standards set forth in the latest edition of the California Electrical Code (CEC), incorporating the latest edition of the NEC with City of Roseville amendments shall be in addition to the standards provided herein.

#### **1.02 Description**

- A. Furnish all labor, materials and equipment for the complete installation of site electrical as shown in the Plans and as specified herein.
- B. Submittals shall be required for requested substitutions or plan deviations ONLY. The Contractor shall install all specified electrical fixtures, poles and equipment, unless otherwise accepted and determined as an equivalent.

#### **1.03 References**

- A. Conform to requirements outlined in the latest editions of the California Electrical Code (CEC), California Administrative Code (Title 24), California Building Code (CBC), California Administrative Code (Title 22) and other applicable codes.
- B. Conform to requirements outlined in the latest edition of the Roseville Electric Specifications for Commercial Construction.

#### **1.04 Record Drawings**

- A. Record drawings are required as a part of this work. At all times, the Contractor shall maintain accurate information of the work in progress. Deviation in layout of conduit or other materials shall be recorded to the satisfaction of the Inspector. Upon completion of the project, as-builts shall be submitted to the

Project  
Date

---

City on reproducible plan sheets and shall depict all changes in a neat and legible manner.

## **PART 2 - PRODUCTS**

### **2.01 Service Panels**

- A. Service panels shall meet the Roseville Electric approved sections of the EUSERC requirements. The list of acceptable panels can be found at <https://the.euserc.org/s/Roseville-City-of-Acceptability-Pages.pdf>
- B. Service panel shall be:
  - 1. Built to UL508A standards
  - 2. Metered
  - 3. Single phase or three phase application
  - 4. Rated for 120 to 480 volts
  - 5. Color: Hunter Green

### **2.02 Electronic Astronomic Time Switch**

- A. Electronic Astronomic Time Switch shall be model ET-2815C, as manufactured by Intermatic, or accepted equal.

### **2.03 Conduit and Fittings**

- A. For primaries (12,000 volts), conform to Roseville Electric's Specifications for Commercial Construction, latest edition.
- B. All other conduit and fittings shall conform to the California Electric Code, latest edition.

### **2.04 Wires and Cables**

- A. Conform to the California Electric Code, latest edition.
- B. All wires shall be copper only, 90-degree-C THHN/THWN insulation.

### **2.05 Wire Connections and Devices**

- A. Conform to the California Electric Code, latest edition.
- B. Splices and joints for #10 AWG or smaller wiring shall be twisted together electrically and mechanically strong and insulated with approved type insulated electrical spring connectors, Scotchlok or Ideal. Joints and connections for #8 AWG or larger shall be made with Burndy, T & B, or approved equal, solderless tool applied pressure lugs and connectors. Uninsulated lugs and wire ends shall be insulated with layers of plastic tape equal to insulation of wire and with all irregular surfaces properly padded with "Scotchfil" putty prior to application of tape. Tape shall be equal to Scotch #33, General Electric #AW-1, or approved equal. Feeder splicing is not permitted.

- C. Receptacles: 15 & 20 Amp 125 Volt receptacles shall be "Specification" grade, duplex, UL Listed, rated Weatherproof where installed outdoors or in damp or wet locations. Where only one receptacle is connected to a 20 ampere circuit, a 20 ampere receptacle shall be used. Receptacles to be Hubbell 5262 series, 5362 series, or equal. Provide an equipment grounding jumper (pigtail) connecting the grounding terminal of the receptacle to the grounded box.

#### **2.06 Outlet Boxes**

- A. Cast Metal boxes shall be cadmium plated, cast iron alloy by Crouse-Hinds Form 8 condulets, Appleton Form 35 Unilets or accepted equal.
- B. Cast Metal Outlet boxes shall be four inch (4") round, galvanized cast iron alloy with threaded hubs and mounting lugs as required. Boxes shall be furnished with cast cover plates of the same material as the box and neoprene gaskets by Crouse-Hinds VXF series, Appleton JBX series or accepted equal.

#### **2.07 Pull and Junction Boxes**

- A. Per City of Roseville Electric Department's Specifications for Commercial Construction, latest edition.

#### **2.08 Parts Identification**

- A. Consistent with the City of Roseville Electric Department's Specifications for Commercial Construction, latest edition.

#### **2.09 Electrical Support Equipment**

- A. Concrete Fasteners shall be Philips "Red-Head" or accepted equal. Powder driven concrete pin fasteners, low velocity type shall be Remington, Ramset or accepted equal.
- B. Conduit Straps shall be hot dipped galvanized, cast malleable iron, one hole type strap with cast clamp-backs and spacers (as required) by O-Z/Gedney No. 15-50G strap and #14G spacer, Efcor No. 231 strap and No.131 spacer or accepted equal.
- C. Concrete Inserts shall be pressed galvanized steel, spot insert with oval slot capable of accepting support nuts of ¼ inch to ½ inch diameter thread by Unistrut No. M2506 series, Globestrut CSI series or accepted equal.
- D. Construction Channel shall be 1-1/2 inch by 1-1/2 inch 12 gauge galvanized steel channel with 17/32 inch diameter bolt holes, 1-1/2 inch on center, in the base of the channel by Kindorf 905 series, Unistrut P-1000-HS or accepted equal.
- E. Cable Ties and Clamps shall be one piece, nylon, reusable type lashing ties by Thomas and Betts Co "Ty-Raps", Panduit "Pan-Ty" or accepted equal.

- F. General Fasteners shall be wood screws for fastening to work; machine screws for fastening to steel; toggle bolts for fastening to gypsum board or plaster walls; expansion anchors for attachments to pre-poured concrete.
- G. GFI Outlet Cover shall be metal, lockable, and flush with the surface it is installed in. Cover must conform to the California Electric Code, latest edition.

## 2.10 Fixtures and Poles

- A. Parking Lot lights shall be:
- B. Pathway/Security lights shall be:
  - 1. LED: Hadco: RL54 B B N N 1 A W N N N A 2 N N N N SP1
  - 2. Pod: die-cast aluminum housing with tool-less access
  - 3. Globe: clear prismatic injection molded U.V. stabilized acrylic
  - 4. Symmetric photometric distribution
  - 5. Rated 120 volts
- C. Poles shall be:
  - 1. Whatley: TR34 16 DE BLK TXT 30-30 or accepted equal
  - 2. Fiberglass, direct burial
  - 3. Textured round, tapered
  - 4. 16' mounting height
  - 5. Include –RC receptacle on select poles only, as shown on plans

## 2.11 Tracer Wire

- A. Insulated solid copper wire, minimum #12 gauge.

## PART 3 - EXECUTION

### 3.01 Installation

- A. Install (luminaire and poles) in accordance to manufacturer's instructions.
- B. Ensure proper handling and installation of fixtures including hardware necessary for a complete installation. Fixtures (luminaire and poles) shall be clean, plumb and level.
- C. All lamps shall be new and in operating condition. New lamps shall have less than 100 hours of operation on-site.
- D. All splices in exterior fixtures or fixture outlet boxes shall be made watertight, using specified epoxy resin splicing kits.
- E. Operate the entire system, once complete, in the presence of the Inspector. Immediately correct any improper connections or other items.
- F. Install concrete collars around light poles. Concrete collars shall be per the Parks Construction Standards, latest edition.
- G. Install tracer wire on top of conduit for all up-lighting and sports field lighting.



### **3.02 Clean Up**

- A. At all times, maintain a safe and clean work site, free of debris and rubbish.
- B. All electrical parts shall be clean of conductive and deleterious materials.
- C. All enclosures shall be free of dirt and debris.
- D. Clean all finishes and touch up damaged areas prior to pre-final inspection.

### **3.03 Excavation & Backfill**

- A. Refer to Section 33 00 00 Utilities.

### **3.04 Equipment Pads**

- A. Concrete reinforced pads for mounting of equipment (i.e. switchboard, transformers, freestanding panels, etc.) shall be minimum 3000psi, 6" thick with #4 rebars at 12" on center each way. Rebars shall be centered in pad. Pad shall extend 2" beyond equipment and 1.5" above surrounding area. Backfill and compact to 95% maximum dry density at optimum moisture content in layers not to exceed 6" when compacted.

### **3.05 Grounding**

- A. Grounding and ground bonding of the electrical installation shall be in accordance with CEC Article 250, and any applicable codes. Ground fittings shall be approved manufactured type, installed and connected to conform with Code requirements.
- B. Neutral conductors and noncurrent-carrying parts of equipment at each installation shall be grounded in accordance with applicable code. Ground conductor shall be copper having a current capacity sized in accordance with CEC.
- C. All equipment cases, motor frames, etc., shall be completely grounded to satisfy requirements of CEC. Install bond wire in flexible conduit. Install copper bond wire, sized in accordance with CEC, in all nonmetallic raceways and bond to all metallic parts using approved fittings.
- D. Service ground conductor shall be connected to a "Ufer" encased ground and bonded to the metallic cold water pipe system and to the metallic natural gas line. 5/8" x 10 ft copper clad ground rods may be used in lieu of the Ufer ground where no footing is available.
- E. All connections shall be made with solderless connectors or molded fusion-welding process.
- F. Equipment grounding conductors shall be insulated with a continuous green outer finish along its entire length. Conductors size #4 AWG and larger may be identified (with green electrical tape applied half-lapped) at each end and at every point where the conductor is accessible. Tape shall be applied from its point of entry to point of exit or termination.

Project  
Date

---

- G. Insulated grounded (neutral) conductors shall be identified with a continuous white outer finish along its entire length. Neutral conductors #4 AWG or larger can be identified by a distinctive white marking (applied half-lapped with white electrical tape) for the last 12 inches at each end.

### **3.06 Field Testing**

- A. Perform Insulation Resistance (IR) "Megger" Testing per NETA Standards. Submit test results. Provide testing for:
  - 1. All feeders 100 Amps and higher.
  - 2. Branch circuits 100 Amps and higher.
- B. Each ground rod shall be tested. A ground rod which does not have a resistance to ground of 25 ohms or less shall be augmented by one additional ground rod at no less than 8 feet from each other.

### **3.07 Consultant to complete.**

**END OF SECTION**

## **SECTION 31 10 00 CLEARING AND GRUBBING**

### **PART 1 - GENERAL**

#### **1.01 General Requirements**

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.

#### **1.02 Description**

- A. Preserve and protect existing site amenities to remain, including, but not limited to, trees, shrubs, underground utilities and other improvements as shown on the Plans. Protection of work shall include affected improvements on adjoining properties.
- B. Scope of work includes: site preparation, removal of debris, staging of equipment and materials and securing the site for construction.

#### **1.03 Related Work**

- A. Section 31 20 00: Earthwork
- B. Section 01 57 23: Storm Water Pollution Control

#### **1.04 Protection/Replacement**

- A. Prior to demolition, erect protective fencing a minimum of one foot (1') beyond the canopy of all trees to remain. The radius of the canopy shall be measured from the longest branch furthest from the trunk. Refer to the environmental document for additional requirements for protective fencing on other existing natural features. For work within or near protected trees, a tree permit may be required.
- B. If public use is to be maintained on unaffected portions of the project site, the Contractor shall be responsible for directing pedestrian and vehicular traffic safely around the construction zone. Utilization of temporary fencing, barricades, signage, etc. shall be the responsibility of the Contractor. Safe detours shall be available to the general public at all times during the course of construction.
- C. Protection of existing site improvements shown to remain, including, but not limited to, fencing, signs, benches, picnic tables, play structures, shade structures, drinking fountains, concrete paving, concrete wall and curbs,

decomposed granite paving, asphalt concrete paving, recreational site improvements, etc. are to be protected and preserved.

- D. The Contractor shall be responsible for any damage to and maintenance of all existing street improvements, drainage facilities and irrigation systems and to re-establish these improvements to their original condition as soon as possible after completion of the work in the area, to the complete satisfaction of the Project Manager and Inspector. Realignments or modifications to the existing facilities as shown on the plans are accepted.
- E. Survey monuments and markers either shown on the Plans or encountered during the course of construction shall be protected and preserved. The Contractor shall notify the Inspector upon discovery of an unmarked monument, at which time, arrangements for the relocation or adjustment of the monument will be determined. All costs associated with the relocation or adjustment of these monuments shall be the Contractor's responsibility.
- F. Burning or burying removed material on-site is prohibited.
- G. Where the removal of specific material creates an open hole, pit, trench or other depression, the Contractor shall immediately backfill and compact the areas consistent with requirements outlined in Section 31 20 00 of these Specifications.
- H. All items identified in the Plans to remain or identified in the field to remain, removed in error by the Contractor, shall be repaired or replaced to match in equal or better construction, at no cost to the City. The quality of the repair or replacement shall be measured as that existing at contract award.

## **PART 2 - PRODUCTS**

Intentionally left blank.

## **PART 3 - EXECUTION**

### **3.01 Pre-Construction Site Review**

- A. Contractor shall review existing site conditions with the Inspector prior to start of construction and document any conditions which adversely affect the satisfactory execution of the work and final acceptance of the project.
- B. Commencement of work constitutes acceptance of existing conditions. The Contractor shall, at his expense, be responsible for correcting all unsatisfactory and defective work.

### **3.02 Clearing**

- A. Completely remove trees, shrubs, stumps, vines, rubbish/debris, undergrowth, deadwood, structures, and other elements identified to be removed and/or which interfere with the construction as shown on the Plans and as specified.

- B. Obtain verification from the Project Manager for non-identified items scheduled to be removed prior to actual removal.

### **3.03 Grubbing**

- A. Remove all stumps, roots, grasses and weeds in its entirety. Apply systemic weed killer. Confirm weed kill prior to removal.
- B. Once surface material is removed, the Contractor shall stockpile the top twelve inches (12") of topsoil for use during the final grading phase of work. This soil shall be free of rocks, debris, roots and other undesirable material.

### **3.04 Utilities**

- A. Contact USA Alert (800) 642-2444 prior to commencement of any demolition or excavation work. Provide a minimum of 48 hours' notice. Verify all utilities entering into and their locations within the project site.
- B. Where utilities lie within the project site, but are not a part of the project, the Contractor shall cooperate with the agency or utility company having jurisdiction to maintain its use and the integrity of the structure.
- C. Where utilities enter into the project site and taps, connections to or extensions of the utility are identified in the Plans, the Contractor shall coordinate all work with the agency or utility company having jurisdiction to minimize or eliminate disruption of use by the adjacent properties.
- D. Verify that all utilities, shown to be removed on the Plans, are inactive and turned off prior to disconnection and/or re-routing, prior to demolition.

### **3.05 Debris Removal**

- A. All materials removed as a part of this contract shall become the property of the Contractor and shall be legally disposed of off-site, unless otherwise noted on the Plans.
- B. Where a portion of a concrete slab, curb or wall and asphalt concrete paving or curb is to be removed, the concrete shall be cut with a concrete saw at a 90 degree angle so that the edge of the remaining concrete shall form a neat, straight line. Conform to the City of Roseville Design and Construction Standards, latest edition.

**END OF SECTION**



## **SECTION 31 20 00 EARTHWORK**

### **PART 1 - GENERAL**

#### **1.01 General Requirements**

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.
- C. The standards set forth in the Caltrans Standard Specifications, latest edition, shall be in addition to the standards provided herein.
- D. The requirements set forth by CAL OSHA shall be in addition to the standards provided herein.

#### **1.02 Description**

- A. Provide all labor, operations and materials necessary for earthwork, including, but not limited to, staking and surveying, grading; excavating; installation of facilities necessary to perform excavation and subsequent removal of such facilities upon completion of work; subgrade preparation; backfilling; and other incidental items necessary for a complete project.
- B. This project (is a balanced cut and fill project) (requires export of material) or (requires import of material) – select one. The (import) or (export) of material shall be a part of the Contractor's bid price.
- C. The intent of the grading plan is to provide positive drainage and to maintain slopes on walkways as required by the Americans with Disabilities Act and California Title 24 throughout the project site. The Project Manager shall be notified immediately of any discrepancies between the Plans and actual field conditions and/or conflicts between the design and code requirements.

#### **1.03 Related Work**

- A. Section 31 10 00: Clearing and Grubbing
- B. Section 33 00 00: Utilities
- C. Section 32 84 00: Irrigation System
- D. Section 32 90 00: Planting
- E. Section 26 00 00: Site Electrical
- F. Section 01 57 23 Storm Water Pollution Control

#### **1.04 Quality Assurance**

- A. All work shall conform to local codes and regulations, including standards set forth in the Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation (Caltrans), Chapter 70 of the Uniform Building Code and ASTM.
- B. Relative compaction shall be the in-place dry density of soil denoted as a percentage of the maximum dry density of the same material. This shall be as determined by ASTM 1557. The optimum moisture is measured by the water content which corresponds to the maximum dry density.
- C. Upon discovery of unforeseen subsurface site conditions, the Contractor shall notify the Inspector immediately.
- D. Upon discovery of hazardous materials, cease all activity and immediately contact the Fire Department.

#### **1.05 Protection**

- A. Provide and install all supports, shoring, bracing, underpinning, sheet piling and other methods for the sides of excavations necessary for ensuring safe working conditions for the workmen and to protect adjacent improvements to remain.
- B. Provide any and all protection measures necessary to ensure the protection of the workmen, the general public, including children and the project site. These protection requirements remain the Contractor's sole responsibility throughout the duration of the project, including non-working hours.
- C. Do not obstruct vehicular, bicycle or pedestrian thoroughfares, unless previously accepted by the City. Provide safe and adequate detours around the construction as required by City and State regulations.
- D. Trenches shall be covered at all times when work directly associated with the trenches is not occurring, including non-work hours.
- E. During the course of construction, the Contractor shall ensure that surface drainage does not create a nuisance onto adjacent properties.

#### **1.06 Erosion Control Measures**

- A. Construction sites shall have required erosion and sediment control measures in place as required by the SWPPP. If construction is in progress, the Contractor shall ensure that the construction site is prepared prior to the onset of any storm. At a minimum, erosion control measures shall include:
  - 1. Broadcast seed
  - 2. Drainage area protection
  - 3. Dust/mud control
  - 4. Drain inlet filters
  - 5. Silt fence and straw wattles
  - 6. Slope protection



7. Straw bales
8. Silt controlling devices

## **PART 2 - PRODUCTS**

### **2.01 Base Rock**

- A. Class 2 aggregate base per Caltrans Standard Specifications, latest edition.

### **2.02 Drain Rock**

- A. Drain rock shall be Class 2 permeable, washed, unbroken stone or gravel. Material gradation shall conform to the following:

| <b>Sieve Size</b> | <b>Percent Passing</b> |
|-------------------|------------------------|
| 1 inch            | 100                    |
| No. 4             | 20-50                  |
| No. 50            | 0-10                   |
| No. 200           | 0-5                    |

### **2.03 Pea Gravel**

- A. Pea gravel shall be natural stone, free of clay, shale or organic matter, and shall conform to the following:

| <b>Sieve Size</b> | <b>Percent Passing</b> |
|-------------------|------------------------|
| 3/8 inch          | 100                    |
| No. 4             | 47                     |
| No. 8             | 2                      |
| No. 16            | 1                      |

### **2.04 Fill**

- A. Structural Fill shall conform to Caltrans Standard Specifications or the accepted site-specific geotechnical report generated for the project.
- B. Fill for non-structural areas shall conform to the following standards:
  1. Plasticity: ASTM D4318-84
  2. Expansion Index: No greater than twenty (20)
  3. Testing: UBC 29-9 and ASTM D422-72
  4. Particle Size: No greater than one inch (1")

### **2.05 Topsoil**

- A. The top eight to ten inches (8" – 10") of native soil containing more than three percent (3%) organic material. Topsoil shall be free of rocks no larger than one inch (1") in diameter, free from subsoil, roots, heavy or stiff clay, coarse sand, destructive seeds, noxious chemicals, brush, debris, litter and other undesirable materials.
- B. For any import soil to be used in turf/planting areas, submit a soils analysis with soil amendment recommendations (for plant growth) for review and acceptance

prior to placement on-site. Soils test information shall be as outlined in Section 32 90 00: Planting – 1.06.

#### **2.06 Soil Sterilant**

- A. Sterilizer shall be standard, quick-acting, short-lived and non-selective weed and grass killer, commonly used under roadway/transportation projects. Application of the sterilant shall pose no short or long term health threats to the installer or the general public. Submit analysis for approval prior to applying.

#### **2.07 Sand**

- A. Granular, fine, free of organic matter, mica, loam or clay material.

### **PART 3 - EXECUTION**

#### **3.01 Construction Staking**

- A. The layout of all work shall be performed by a California State licensed land surveyor provided by the Contractor.
- B. Notify the Inspector immediately of any discrepancies between actual field conditions and the Plans. Minor field adjustments may be necessary in order to fulfill the intent of the Plans.
- C. Non-notification of discrepancies between actual field conditions and the Plans by the Contractor, in writing, shall indicate his acceptance of such field conditions. Adjustments/modifications to the construction to accommodate the inconsistencies (without notification) shall be at no additional cost to the City.

#### **3.02 Excavation**

- A. All excavations shall be as noted on the Plans. Excavations shall include accommodation of base material.
- B. Do not over-excavate. Excavations shall provide appropriate space to install shoring, bracing, formwork, etc, as needed to ensure the safe and proper construction of the work.
- C. Take every precaution to prevent water from entering, softening, and undercutting excavated areas, including, pits, footings, trenches, etc.
- D. Notify the Inspector immediately upon discovery of unsatisfactory soils materials or unforeseen site conditions. Excavation shall include the complete removal of the unsatisfactory material and its legal disposal thereof.

#### **3.03 Site Grading**

- A. A grading permit is required to be obtained by the Contractor prior to commencing any earthwork.
- B. Grading shall include adjacent transition areas, new elevations/contours as shown on the Plans. All subgrade areas shall be graded parallel to the finish

grades and contours and shall be uniform in slope. Transition areas shall provide a smooth connection between new and existing grades and shall not create additional drainage or ponding onto adjoining properties.

- C. Surface grades shall provide for positive drainage away from structures and footings, and shall be uniformly smooth throughout.
- D. Rough grading shall:
  - 1. Be graded to a tolerance of 0.10 feet, plus or minus for planted and turf areas.
  - 2. Be graded with a tolerance less than .04' from specified grade and cross section for subgrade in which pavement, curbs and other structural elements are to be placed immediately above.
  - 3. Provide a subgrade surface free of exposed rocks, stones and boulders.
  - 4. Provide a subgrade surface free of depressions, pits, etc., with proper backfill and compaction. See paragraph 3.04 below.

### **3.04 Placement of Fill Material**

- A. Prior to placement of fill material, the Contractor shall:
  - 1. Obtain approval of the subgrade surface from the Inspector.
  - 2. Scarify, dry and compact soft and/or wet areas.
  - 3. Remove and replace unsuitable subgrade material to the satisfaction of the Inspector.
  - 4. Take all necessary corrective action.
- B. Do not use topsoil as fill or backfill material, unless otherwise accepted in writing.
- C. Fill shall be placed in the following manner:
  - 1. Accepted engineered fill material for structural slabs and areas to be paved shall be placed in six-inch (6") loose thickness, uniform layers over the entire area.
  - 2. Fill material in planted areas shall be placed in twenty-four inch (24") maximum loose thickness throughout the areas to receive fill.
- D. Aerate or water each lift to obtain the required compaction rate indicated on the Plans. Thoroughly mix material to ensure proper moisture content for compaction. Repeat the operations until grades, as shown on the Plans, are obtained. Jetting of trenches shall be reviewed and accepted by the Inspector prior to performance of work.
- E. Do not place fill when the subgrade is frozen, muddy or wet. Allow conditions to thaw and dry out before resuming operations.
- F. Use hand tampers or vibrating compactors around foundations walls, retaining walls and other structural elements. Do not use large equipment in these areas and do not begin compaction operations until the bearing surfaces have reached its design strength.

- G. Fill around existing trees to remain shall not exceed twelve inches (12").
  - 1. Minor fill (6" or less) shall utilize topsoil and shall be placed by hand. Do not cover crown of trunk. Feather grades to the extent possible.
  - 2. Fills between 6" and 12" shall utilize 3/4" pea gravel on grade, placed up to three inches (3") below finish grade. Apply topsoil, by hand, to meet finish grade elevations. Feather grades to the extent possible.
- H. Construct mounds from on-site material. The core of the mound (1' below finish elevations) shall be compacted to 90%. The top twelve inches (12") shall be compacted to 85%. Place topsoil in the top twelve inches (12").
- I. Place topsoil in all turf and planting areas a minimum of twelve (12) inches deep. See Section 31 10 00, 3.03-B: Clearing and Grubbing.

### **3.05 Trenching, Backfilling and Compacting**

- A. For trenches greater than five feet (5') in depth, submit an OSHA permit related to the work.
- B. All trenches shall be straight, true and cut vertical at 90 degrees to the surface plane.
- C. For trenches through existing paved surfaces, use a concrete saw or other tool to achieve straight, clean lines. Replace paved surface to the same or better condition as existing prior to cut.
- D. Do not over-excavate. Maintain bearing surfaces true, level and undisturbed to the extent possible.
- E. Trenches shall be kept dry and frost-free. Do not allow standing water to collect.
- F. Do not allow trenches to remain exposed at any time when work directly related is not occurring. Cover all trenches during non-work hours.
- G. Bedding for all trenches to receive pipes shall be as follows:
  - 1. Bedding material shall be consistent with the City of Roseville Design and Construction Standards, latest edition.
  - 2. Pipe shall lie completely on bedding. Pipe fittings or joints shall not bear weight.
  - 3. Bedding shall be uniform throughout the length of pipe.
- H. Initial backfill for storm drains, sewer lines and electrical conduit shall conform the applicable City standard set forth by the Department having jurisdiction.
- I. Backfill beyond the initial operations shall be native soil, placed in twelve-inch (12") lifts. Compaction for trenched areas shall be 95% for parking lot, driveway and roadway areas; 90% for hardscape (i.e. walkways, picnic pads basketball and tennis courts); and 85% in areas to be planted. Place topsoil over trenches in planted areas. Upon completion, all trenches shall be filled flush with adjacent finish grades.
- J. Compaction tests shall be required for trenched areas, hardscape areas and areas where fill over two feet in depth will be placed. The Inspector shall

determine the number of tests and the locations. Re-tests shall be the Contractor's responsibility.

- K. Potholing shall be required in areas where existing utilities are indicated. Hand digging may be required.

### **3.06 Soil Sterilant**

- A. Soil sterilant shall be applied to areas where paving is to be installed. The worker applying the sterilant shall take every precaution to avoid overspray of sterilant onto areas to be planted. The sterilant shall be placed no further than six inches (6") beyond the edge of pavement.
- B. Soil sterilant shall not be applied in inclement weather and windy days.

### **3.07 Drainage Areas**

- A. All bare areas, regardless of slope, within 50 feet of natural drainages shall be covered with straw and pressed in place.
- B. 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 5 and April 1 unless approved by the Engineering Division, as well as any other governmental agency which may have additional jurisdiction and/or requirements.

### **3.08 Dust/Mud Control**

- A. Adjacent Streets: Adjacent street frontages shall be swept at least once a day to remove silt and other dirt which is evident from construction activities.
- B. Construction Vehicles: The Contractor is responsible for cleaning construction vehicles leaving the site on a daily basis to prevent dust, silt, mud and dirt from being released or tracked offsite. Adjacent streets shall be swept clean daily.
- C. Grading Spoils: Dry stockpiles of soil shall be watered to prevent the generation of airborne dust. Trucks transporting dry soil shall be covered with tarpaulins.
- D. Water: 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. The Contractor shall obtain a hydrant permit from the Environmental Utilities Department.
- E. Wind Allowances: Grading activities shall be restricted or halted when winds exceed 15 miles per hour as deemed necessary by the Public Works Inspector.

**END OF SECTION**



## SECTION 32 12 16 ASPHALT CONCRETE PAVING

### PART 1 - GENERAL

#### 1.01 General Requirements

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.
- C. The standards set forth in the City of Roseville Design and Construction Standards and the City of Roseville Parks Construction Standards, latest editions, shall be in addition to the standards provided herein.
- D. The standards set forth in the State of California, Title 24, Americans with Disabilities Act, latest edition, shall be in addition to the standards provided herein.

#### 1.02 Description

- A. Furnish all labor, materials and equipment for the complete installation of asphalt concrete paving, including international disabled signs as shown in the City Standard, as shown on the Plans and as specified herein.

#### 1.03 References

- A. Caltrans Standard Specifications for asphaltic concrete, latest edition.

#### 1.04 Tolerances

- A. All surface areas shall drain. Ponding, puddling or birdbaths are not acceptable.
- B. Surface grades shall conform to the following:

| Description                    | shall not exceed, ... from indicated line, grade or thickness |
|--------------------------------|---------------------------------------------------------------|
| Base Course                    | 0.1 foot +/-                                                  |
| Finish Surface                 | 0.05 foot +/-                                                 |
| Thickness of finished pavement | 0.01 foot less                                                |

- C. Flatness: maximum variance of 1/8" as measured with a ten (10) foot straight edge.

#### 1.05 Testing

- A. Testing shall occur during the installation of pavement. The number and frequency of tests shall be as determined by the Inspector.

## **PART 2 - PRODUCTS**

### **2.01 Aggregate Base**

- A. Conform to Caltrans Standard Specification, Section 26 paragraph 1.02B, Class 2.

### **2.02 Asphalt Concrete**

- A. Conform to Caltrans Standard Specification, Section 39 and the City of Roseville Design and Construction Standards, latest edition.

### **2.03 Soil Sterilant**

- A. Sterilizer shall be standard, quick-acting, short-lived and non-selective weed and grass killer, commonly used under roadway/transportation projects. Application of the sterilant shall pose no short or long term health threats to the installer or the general public. Submit analysis for approval prior to applying.

### **2.04 Striping**

- A. Traffic marker paint, in accordance with Caltrans Standard Specifications, Section 83-3.02.
- B. Thermoplastic marking tape in accordance with Caltrans Standard Specifications, Section 84-2.02. (Required for bike trails)

### **2.05 Header**

- A. Per City of Roseville Parks Construction Standards, latest edition.

### **2.06 Accessible Parking Signs**

- A. Signs for parking stalls shall conform to the California Manual on Uniform Traffic Control Devices (CMUTCD), the Standard Highway Signs manual with the Caltrans California Sign Specifications.
- B. Notification sign: Notification sign shall read: "Unauthorized vehicles parked in designated handicapped spaces not displaying distinguishing placards or license plates issued for physically disabled persons may be towed at owner's expense. Towed vehicles may be reclaimed at Roseville PD, 1051 Junction Blvd or by telephoning (916) 774-5000. CVC 22511.8".
- C. Sign posts: shall conform to Section 56 Signs in the City of Roseville Design and Construction Standards.

## **PART 3 - EXECUTION**

### **3.01 Preparation**

- A. Upon completion of grading operations, compact the subgrade at the required elevation to a relative compaction density of 95%, unless otherwise noted on



the Plans. A load or performance test shall be conducted in the presence of the Inspector prior to the placement of AC.

- B. Apply soil sterilant per manufacturer's directions. Limit the work zone of the sterilant application to the area to receive paving plus three feet (3') on each side.
- C. Completely install redwood header as shown in the City of Roseville Parks Construction Standards, latest edition, if shown on the Plans.
- D. No material shall be placed in muddy conditions, nor shall any material be placed during or immediately after inclement weather, i.e. rain storms, temperatures below 35 degrees F, etc.
- E. In areas where soil conditions are less than optimal, geotechnical tests shall be performed to verify compaction rates. The Inspector shall determine the number of tests necessary in order to verify conditions. Initial tests will be provided by the City. Re-tests shall be the Contractor's responsibility.

### 3.02 Installation

- A. Spread aggregate base material in six-inch (6") lifts.
- B. Compact base surface to a relative compaction of 95% and in accordance to the Caltrans Standard Specifications, Section 26.
- C. Spread asphalt concrete material in accordance to the Caltrans Standard Specifications, Section 39.
- D. Upon completion, apply water to the finished surface and allow water to run-off. All areas of ponding, puddling or birdbaths shall be filled with asphalt and fine aggregate. Conform fill surface with adjacent surface to the point edges are not visible.
- E. Take every precaution to protect adjacent amenities or structures from material spillage or damage. In case of spillage or damage, the Contractor shall immediately repair or replace the damaged area to the satisfaction of the City.
- F. Clean and oil all manhole covers, grates and other surface structures within the pavement area.
- G. All new asphalt concrete paving shall receive a fog seal at a rate of 1/12 to 1/10 gallon of undiluted emulsion per square yard. All work shall conform to Caltrans Standard Specifications, Section 37. **Once sealed, parking of vehicles and/or equipment or stockpiling of material on the finished surface is prohibited.**
- H. Clean all surface structures that lie within the asphalt concrete area.

### 3.03 Striping

- A. Conform to the City of Roseville Design and Construction Standards, latest edition.

- B. Ensure that all pavement to receive striping is completely cured. Clean all pavement surfaces.
- C. Accurately lay out all pavement markings, including, parking stripes, centerline stripes, international disabled parking logo, striping for disabled access ramp, directional arrows, game court lines and other pavement markings as shown on the Plans or as required by code.
- D. All pavement lines, striping and lettering shall be four inches (4") in width, unless otherwise indicated on the Plans.
- E. Lines painted with traffic paint shall receive two coats of paint. Allow each coat to dry completely prior to applying the second coat.
- F. Apply all pavement markings on clean, dry surfaces, during weather conditions where temperatures are higher than 35 degrees F, no rain is occurring or predicted within the next twenty-four (24) hours, and the humidity is less than 80.
- G. Remove all excess adhesives and tracking onto unmarked areas.
- H. All pavement striping applications shall conform to Caltrans Standard Specifications, Sections 84 and 85.

#### **3.04 Accessible Parking Signs (For parking lots only)**

- A. Verify that the language on the signs meets with current laws and regulations prior to installation. Immediately notify project manager of discrepancies.
- B. For signs at parking stalls: install one per space designated for disabled parking. Locate sign as shown on the Plans. Verify location in the field prior to installation. Sign bottom shall be set at seven feet (7') above finished grade.
- C. For notification signs: install one per driveway entrance. Verify location in the field prior to installation. Sign bottom shall be set at two feet (2') above finished grade unless otherwise directed.
- D. Sign post installation shall conform to TS-17A of the City of Roseville Development Services Design and Construction Standards.

#### **3.05 Protection and Cleaning**

- A. Do not allow equipment or vehicles to park on new asphalt surfaces upon completion of fog seal operations. At his discretion, the Contractor may allow the parking of equipment and vehicles on the asphalt concrete **AFTER** the asphalt concrete material has been laid, passing applicable compaction tests and **PRIOR TO** applications of fog seal and striping.

**END OF SECTION**

## **SECTION 32 15 40 DECOMPOSED GRANITE PAVING**

### **PART 1 - GENERAL**

#### **1.01 General Requirements**

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.
- C. The standards set forth in the City of Roseville Design and Construction Standards and the City of Roseville Parks Construction Standards, latest editions, shall be in addition to the standards provided herein.

#### **1.02 Description**

- A. Furnish all labor, materials and equipment for the complete installation of decomposed granite paving, including redwood headers as shown in the Plans and as specified herein.

#### **1.03 References**

- A. Caltrans Standard Specifications, latest edition.

#### **1.04 Submittals**

- A. Submittals for specified items are not required; however, submittals are required for any proposed substitutions or deviations from the Plans or Specifications. Additionally, submittals are required for the specific items listed below. The Contractor shall submit a materials summary sheet indicating which items will be installed as specified and which items are proposed for substitutions. The Contractor shall submit proof of order within ten (10) working days of the Notice to Proceed, indicating all specified materials have been ordered, noting "as specified" or "substitution proposed". Submittals are required on the following items:
  - 1. Decomposed granite material and binding material: provide a sample "brick" for review and approval.

### **PART 2 - PRODUCTS**

#### **2.01 Crushed Quarry Rock**

- A. Crushed rock, graded between #4 and #200. Rock shall be high quality and well-graded.

Project  
Date

---

- B. Hastie's Capitol Sand and Gravel, Roseville, CA (916) 989-4600 or accepted equal.

## **2.02 Header**

- A. 1"x6"or2"x6" Redwood header board.

## **2.03 Binding Material**

- A. PolyPavement, Los Angeles, CA (323) 954-2240 or accepted equal.

# **PART 3 - EXECUTION**

## **3.01 Preparation**

- A. Upon completion of grading operations, compact the subgrade at the required elevation to a relative compaction density of 95%, unless otherwise noted on the Plans.
- B. Completely install redwood header as shown in the City of Roseville Parks Construction Standards.
- C. No material shall be placed in muddy conditions, nor shall any material be placed during or immediately after inclement weather, i.e. rain storms, etc.
- D. Submit samples of crushed rock to a PolyPavement Certified Lab to prepare a laboratory "brick" to confirm that the quarry material has sufficient fines for good binding.

## **3.02 Installation**

- A. Provide a 10' by specified width test sample, to be approved prior to installation. This sample shall be the basis of overall approval.
- B. Thoroughly combine binder per manufacturer recommendations.
- C. Spread crushed granite fine/binder material in two (2) one and one half inch (1-1/2") lifts (thickness after compaction).
- D. Wet and roll each lift to form a uniform, smooth surface with a cross slope of 2%. Compact each lift to a 95% relative compaction density.
- E. Upon completion of the final lift, fill any depressions, holes or divots and re- roll using the above process.
- F. Provide a Certificate of Compliance verifying that the binder/stabilizer has been mixed per manufacturer's recommendations.

## **3.03 Clean Up and Protection**

- A. Thoroughly clean all areas where work has occurred. Remove from site excess material, debris and rubbish.
- B. Take all precautions to protect completed work. Immediately repair or replace all damaged areas due to tire ruts, erosion, compaction failure, etc.

## **END OF SECTION**

## SECTION 32 31 13 CHAIN LINK FENCING

### PART 1 - GENERAL

#### 1.01 General Requirements

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Special Conditions shall be in addition to the standards provided herein.

#### 1.02 Description

- A. Furnish all labor, materials and equipment for the complete installation of the chain link fence system, including gates as shown on the Plans and as specified herein.

#### 1.03 References

- A. Caltrans Standard Specifications, latest edition.

### PART 2 - PRODUCTS

#### 2.01 General

- A. Wire used in the fabric shall be galvanized and shall have a tensile strength of 80,000 lbs. Per square inch based on cross sectional areas of the wire. One sample shall be tested without removing bends caused by weaving of the wire with the mesh. A second test shall be conducted on a wire strand carefully straightened. The tensile strength is finally determined as the average reading between the two tests. Wire to match fabric selection.
- B. Fabric shall be 1-3/4" 9-gauge nominal wire mesh, hot-dipped galvanized or black vinyl coated after weaving as shown on the plans. Conform to ASTM A392, with tensile strength as described in 2.01A above. Fabric shall be knuckled top and bottom with single width to full height of fence.
- C. Ties/Fasteners shall be 9-gauge aluminum or black powder coated wire.
- D. Fittings, clips, bolts, bands, bars, post tops/covers and other hardware necessary for a complete fence system shall be galvanized or black powder coated.
- E. Where fencing is shown on the Plans to be black vinyl or powder coated, all appurtenances, including fabric, posts, rails, clips, bands, fittings, etc., necessary for a complete fence system shall be black vinyl or powder coated. Vinyl or powder coating shall be the industry standard for this type of finish.

## **2.02 Posts and Rails**

- A. Posts and rails shall be hot-dipped galvanized per ASTM A53 or black powder coated, to match fabric and as shown on the Plans. All posts shall be installed with moisture-proofed caps on the top.
- B. Size and lengths of posts shall be as shown in the City of Roseville Design and Construction Standards PK-40, latest edition.

## **2.03 Gates**

- A. Fabric and finish to match fence.
- B. Hinges and latches shall be industrial strength, heavy duty and shall fit snugly around post. Latches shall be lockable.
- C. Size and lengths of posts shall be as shown in the City of Roseville Design and Construction Standards PK-40, latest edition.

## **PART 3 - EXECUTION**

### **3.01 Post Installation**

- A. Posts are to be spaced evenly as shown on the City Standard and set plumb and true to lines with the top line uniform as shown in the City of Roseville Design and Construction Standards PK-40, latest edition.
- B. All posts shall be set in concrete as shown in the City of Roseville Design and Construction Standards PK-40, latest edition.
- C. Where nicks on vinyl or powder coated finished occurs due to installation, the Contractor shall re-finish and patch damaged areas immediately.

### **3.02 Fabric**

- A. Attach fabric using fabric bands or clips spaced approximately 14" apart. Connections to top rails and tension wires shall utilize wire ties placed 24" on center.
- B. For corner and vertical end connections, install stretcher bars banded to posts and gate frames at 24" apart (maximum).
- C. All fabric to be stretched tight, free from sags and bulges.

### **3.03 Rails**

- A. For splices along the top rail, provide couplings every 20'. The coupling shall produce a continuous brace from end to end of each stretch of fence. Install a heavy spring at every fifth coupling to allow for expansion or contraction.
- B. Utilize the appropriate fittings to ensure that all rails are rigidly clamped to end and corner posts.
- C. Clamp mid and bottom rails at each post.

---

**3.04 Gates**

- A. Gates shall be installed consistent with the City Standard detail. Verify grade conditions along the fence bottom to ensure proper use of the gate(s).
- B. Gate openings shall be face-to-face dimensions and shall swing according to the Plans.

**3.05 Cleaning**

- A. Thoroughly clean all areas where work has occurred. Remove from the site excess material, debris and rubbish.
- B. Take all precautions to protect completed work. Immediately repair or replace all damaged areas due to tire ruts, erosion, compaction failure, etc. Keep all erosion control measures intact.

**END OF SECTION**





## SECTION 32 32 19 MODULAR CONCRETE RETAINING WALLS

### PART 1 - GENERAL

#### 1.01 General Requirements

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.

#### 1.02 Description

- A. Work includes furnishing and installing concrete modular block retaining wall units to the lines and grades shown on the construction drawings and as specified herein.
- B. Work includes preparing foundation soil, furnishing and installing leveling pad, unit fill and backfill to the lines and grades shown on the construction drawings.
- C. Keystone retaining walls of low height may be constructed without reinforcement using simple techniques, while high walls and walls with surcharge may be constructed with geogrid reinforcement and compacted backfill to suit a wide range of engineering requirements.

**Delete the following paragraph if all retaining walls are unreinforced.**

- D. Work includes furnishing and installing geogrid reinforcement and backfill to the lines and grades designated on the construction drawings.

#### 1.03 Related Sections

- A. Section 31 20 00: Earthwork
- B. Section 03 30 00: Site Concrete

#### 1.04 References

- A. ASTM C 33 - Standard Specification for Concrete Aggregates.
- B. ASTM C 150 - Standard Specification for Portland Cement.
- C. ASTM C 331 - Standard Specification for Lightweight Aggregates for Concrete Masonry Units.
- D. ASTM C 618 - Standard Specification for Fly Ash and Raw Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete.
- E. ASTM C 989 - Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars.
- F. ASTM D 698 - Standard Method of Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft<sup>3</sup> 600kN-m/m<sup>3</sup>)).

- G. ASTM D 1557 - Standard Specification for Laboratory Compaction Characteristics of Soils Using Modified Effort (56,000 ft-lbf/ft<sup>3</sup> (2,700 kN- m/m<sup>3</sup>).

#### 1.05 Definitions

- A. Structural Geogrid: A structural element formed by a regular network of integrally connected tensile elements with apertures of sufficient size to allow interlocking with surrounding soil, rock, or earth and to function primarily as reinforcement.
- B. Modular Unit: A concrete retaining wall element machine made from Portland cement, water, and aggregates.
- C. Unit Fill: A drainage aggregate which is placed within and immediately behind the modular concrete units.
- D. Reinforced Backfill: A compacted soil which is placed within the reinforced soil volume as outlined on the plans.

#### 1.06 Submittals

- A. Submit under provisions of Section 01 10 00: Summary of Work.
- B. Product Data: Submit manufacturer's product data for proposed materials and method of installation.
- C. Samples: Submit samples of each product used in the work of this section.
- D. Certifications: Submit a manufacturer's certification, prior to start of work, that the retaining wall system components meet the requirements of this specification.
  - 1. Contractor's submittal package shall include but not be limited to actual test results for tension/creep, durability/aging, construction damage, geogrid/facing connection, pullout, and quality control.
  - 2. Contractor shall submit certification, prior to start of work, that the retaining wall system (modular concrete units and specific geogrid):
    - a) has been successfully utilized on a minimum of five (5) similar projects, i.e., height, soil fill types, erection tolerances, etc.; and
    - b) has been successfully installed on a minimum of 1 million (1,000,000) square feet (92,000 sq m) of retaining walls.
- E. Test Reports: Submit test reports documenting strength of specific modular concrete unit and geogrid reinforcement connection. The maximum design tensile load of the geogrid shall be equal to the laboratory tested ultimate strength of geogrid/concrete retaining wall unit connection at a maximum normal force limited by the "Hinge Height" of the structure divided by a safety factor of 1.5. The connection strength evaluation shall be performed in accordance with NCMA test method SRWU-1.
- F. Contractor shall submit engineering plans prepared by a professional engineer experienced with Mechanically Stabilized Earth retaining wall systems and

registered in the state of the project location. The engineering designs, techniques, and material evaluations shall be in accordance with the KEYSTONE Design Manual, 1995, NCMA Design Guidelines for Segmental Retaining Walls, 1997, or the AASHTO Standard Specifications for Highway Bridges, Section 5.8, 1993 Interim, whichever is applicable.

- G. Submit a list of previous projects totaling of 500,000 square feet (46,000 sq m) or more where the specific retaining wall system has been used successfully. Contact names and telephone numbers shall be listed for each project.

#### **1.07 Quality Assurance**

- A. Owner will engage and pay for independent soil testing services during earthwork operations.

#### **1.08 Delivery, Storage and Handling**

- A. Contractor shall check the materials upon delivery to assure that proper materials have been received.
- B. Contractor shall prevent excessive mud, wet cement, epoxy, and similar materials (which may affix themselves) from coming in contact with the materials.
- C. Contractor shall protect the materials from damage. Damaged materials shall not be incorporated into the retaining wall structure.

**Delete the following two paragraphs if all retaining walls are unreinforced.**

- D. Geogrids shall be stored above minus 20 degrees F.
- E. Rolled geogrid material may be laid flat or stood on end for storage.

#### **1.09 Record Drawings**

- A. The Contractor shall keep an accurate record of the as-built conditions of the modular concrete retaining walls. These records shall be updated daily and kept at the construction site. At any time, the Inspector may examine the conditions of the "as-builts" to ensure compliance of the above.

### **PART 2 - PRODUCTS**

#### **2.01 Manufacturer**

- A. Provide modular concrete retaining wall units and accessory materials fabricated by authorized licensed manufacturers of Keystone Retaining Wall Systems, 4444 West 78th Street, Minneapolis, MN 55435. Telephone 612-897-1040. ASD. FAX 612-897-3858, or accepted equal.

#### **2.02 Modular Concrete Retaining Wall Units**

- A. Modular concrete units shall conform to the following architectural requirements:

1. Modular concrete unit color: Manufacturer's standard color.
  2. Face finish: Sculptured rock face in angular multiplanar configuration. Other face finishes will not be allowed without written approval.
  3. Bond configuration - running with bonds nominally located at midpoint vertically adjacent units, in both straight and curved alignments.
  4. Exposed surfaces of units shall be free of chips, cracks or other imperfections when viewed from a distance of 20 feet (6.1 m) under diffused lighting.
  5. Corners: Provide 90 degree corners, finished two sides, where indicated.
  6. Cap units: Provide solid cap units with parallel sides for straight walls and convex walls, angular sides for concave walls.
- B. Modular concrete units shall conform to the following material requirements:
1. Cement: Materials shall conform to the following applicable specifications.
    - a) Portland Cement: ASTM C 150.
    - b) Modified Portland Cement: Portland cement conforming to ASTM C 150, modified as follows:
      - 1) Limestone - calcium carbonate, with a minimum 85 percent content, may be added to the cement, provided these requirements of ASTM C 150 as modified are met:
        - a. Limitation on insoluble residue 1.5 percent.
        - b. Limitation on air content of mortar by volume: 22 percent maximum.
        - c. Limitations of loss of ignition: 7 percent.
    - c) Blended Cements: ASTM C 618.
    - d) Pozzolans: ASTM C 618.
    - e) Blast Furnace Slag Cement: ASTM C 989.
  2. Aggregates: Conform to the following specifications:
    - a) Normal Weight Aggregates - ASTM C 33.
    - b) Lightweight Aggregates - ASTM C 331.
  3. Other Constituents: Air entraining agents, coloring pigments, integral water repellents, finely ground silica, and other constituents shall be previously established as suitable for use in modular concrete retaining wall units and shall conform to applicable ASTM standards or, shall be shown by test or experience to be not detrimental to the durability of the modular concrete units or any material customarily used in retaining wall construction.
- C. Modular concrete units shall conform to the following structural and geometric requirements:
1. Compressive strength: 3000 pounds per square inch (20MPa) minimum.
  2. Absorption: 8 percent maximum for standard weight aggregates.
  3. Unit width to height ratio: 2.25 to 1.

**In the next four paragraphs concerning unit depth, weight, shear strength, and connection strength, delete the requirement for Standard or Compact units, respectively, if only one type is required. If both types are required, retain both.**

4. Unit depth:
    - a) Standard units: 20 inches (508 mm) minimum.
    - b) Compact units: 12 inches (305 mm) minimum.
  5. Unit weight:
    - a) Standard units: 90 pounds (40 kg) per unit minimum for standard weight aggregates.
    - b) Compact units: 75 pounds (34 kg) per unit minimum for standard weight aggregates.
  6. Inter-unit shear strength:
    - a) Standard units: 1500 pounds per linear foot (21,000 N/m), minimum, at 2 pounds per square inch (13 kPa) normal pressure.
    - b) Compact units: 400 pounds per linear foot (5800 N/m), minimum, at 2 pounds per square inch (13 kPa) normal pressure.
  7. Geogrid/unit peak connection strength:
    - a) Standard units: 1000 pounds per linear foot (14600 N/m), minimum, at 2 pounds per square inch (13 kPa) normal force.
    - b) Compact units: 600 plf minimum at 2 psi normal force. 600 pounds per linear foot (8700 N/m), minimum, at 2 pounds per square inch (13 kPa) normal force.
  8. Maximum horizontal gap between erected units: 1/2 inch (13 mm).
- D. Modular concrete units shall conform to the following constructability requirements:
1. Vertical setback: 1/8 inch (3 mm) plus/minus per course (near vertical) or 1-1/4 inch (31.3 mm) plus/minus per course per the design drawings.
  2. Alignment and grid positioning mechanism: Fiberglass pins, two per unit minimum.

### 2.03 Shear Connectors

- A. Strength of shear connectors between vertical adjacent units shall be applicable over a design temperature range of minus 10 degrees F (minus 23 degrees C) to plus 100 degrees F (plus 38 degrees C). Shear connectors shall be 1/2-inch (13 mm) diameter thermoset isophthalic polyester resin- pultruded fiberglass reinforcement rods. Connectors shall have a minimum flexural strength of 128,000 pounds per square inch (882 MPa) and short beam shear of 6,400 pounds per square inch (44 MPa).
- B. Shear connectors shall be capable of holding the geogrid in the proper design position during grid pre-tensioning and backfilling.

**2.04 Adhesive**

- A. Construction Adhesive: Keystone Kapseal as supplied by manufacturer of modular concrete units.

**2.05 Base Leveling Pad Material**

- A. Material shall consist of a compacted crushed stone base or non-reinforced concrete as shown on the drawings.

**2.06 Unit Fill**

- A. Unit fill shall consist of clean 1-inch minus crushed stone or crushed gravel meeting the gradation listed below.
  - 1. 1-inch (25 mm) sieve, 100 percent passing.
  - 2. ¾-inch (19 mm) sieve, 75-100 percent passing.
  - 3. No. 4 (4.75 mm) sieve, 0 - 10 percent passing.
  - 4. No. 50 (300 micro-m) sieve, 0 - 5 percent passing.
- B. Pea gravel (3/8-inch to ½-inch (9.5 mm to 13 mm) round stone) is not acceptable.

**2.07 Reinforced Backfill**

- A. Reinforced backfill shall be free of debris and meet the following gradation requirements:
  - 1. 2-inch (50 mm) sieve, 100-75 percent passing.
  - 2. ¾-inch (19 mm) sieve, 100-75 percent passing.
  - 3. No. 4 (4.75 mm) sieve, 100-20 percent passing.
  - 4. No. 40 (425 micro-m) sieve, 0-60 percent passing.
  - 5. No. 200 (75 micro-m) sieve, 0-35 percent passing.
  - 6. Plasticity Index (PI) less than 10 and liquid limit less than 40.
- B. The maximum aggregate size shall be limited to ¾ inch (19 mm) unless field tests have been or will be performed to evaluate potential strength reductions to the geogrid design due to damage during construction.
- C. Material can be sit-excavated soils where the above requirements can be met. Unsuitable soils for backfill (high plastic clays or organic soils) shall not be used in the backfill or in the reinforced soil mass.
- D. Contractor shall submit reinforced fill sample and laboratory test results to the Architect/Engineer for approval prior to the use of any proposed reinforced fill material.

**Delete the following article if all retaining walls are unreinforced.**

## **2.08 Geogrid**

- A. Material: Geogrid products shall be high-density polyethylene or polypropylene expanded sheet or polyester woven fiber materials, specifically fabricated for use as soil reinforcement.
- B. Tal, Allowable Tensile Design Load, shall be determined as follows:
  - 1.  $Tal = Tult / (Rfd \times Rfcr \times Rfcd \times FS)$
  - 2. Tal shall be evaluated based on a 75 year design life.
- C. Rfcr, Reduction Factor for Creep Limited Tensile Load: Rfcr shall be determined from 10,000 hour creep testing performed in accordance with ASTM D 5262.
- D. Rfd, Reduction Factor for Durability/Aging: Rfd shall be determined from polymer specific durability testing covering the range of expected soil environments.
- E. Rfcd, Reduction Factor for Construction Damage: Rfcd shall be determined from product specific construction damage testing performed in accordance with GRI-GG4. Test results shall be provided for each product to be used with project specific or more severe soil type.
- F. FS, Overall Factor of Safety: FS shall be 1.5 unless otherwise noted.
- G. The maximum design tensile load of the geogrid shall not exceed the laboratory tested ultimate strength of the geogrid/facing unit connection as limited by the "Hinge Height" divided by a factor of safety of 1.5. The connection strength testing and computation procedures shall be in accordance with NCMA test methods.
- H. Soil Interaction Coefficient, Ci: Ci values shall be determined per GRI:GG5 at a maximum 0.75 inch (19 mm) displacement.
- I. Manufacturing Quality Control: The geogrid manufacturer shall have a manufacturing quality control program that includes QC testing for each 40,000 square feet (3700 sq m) of production, each lot, or each production day. The QC testing shall include:
  - 1. Tensile Modulus
  - 2. Specific Gravity
  - 3. Melt Flow Index (PP & HDPE)
  - 4. Molecular Weight (PETP)

## **PART 3 - EXECUTION**

### **3.01 Examination**

- A. Verify that layout dimensions are correct and substrate is in proper condition for installation. Do not proceed with installation until unsatisfactory conditions have been corrected.

### **3.02 Excavation**

- A. Contractor shall excavate to the lines and grades shown on the construction drawings. Obtain the Architect/Engineer's approval of excavation prior to placement of leveling material or fill soils.
- B. Over-excavation of deleterious soils and replacement with suitable fill, when approved in advance by the Architect/Engineer, will be paid at unit cost rates.
- C. Contractor shall be careful not to disturb embankment and foundation materials beyond lines shown.

### **3.03 Base Leveling Pad**

- A. Leveling pad material shall be placed to the lines and grades shown on the construction drawings.

**Select one of the following three paragraphs for desired base leveling pad, or leave more than one if contractor may choose. Note that Proctor testing is not possible for crushed stone option.**

- B. Granular leveling pad material shall be compacted to a minimum of 95 percent Standard or 90 percent Modified Proctor.
- C. Crushed stone leveling pad shall be compacted to yield (Proctor testing does not apply).
- D. Concrete leveling pad shall be minimum inches of unreinforced concrete.
- E. Leveling pad shall be prepared to ensure full contact to the base surface of the concrete units.

### **3.04 Modular Unit Installation**

- A. First course of units shall be placed on the leveling pad, and alignment and level checked. Pins or molded surfaces of modular concrete units shall be used for alignment control; do not attempt alignment from split-face surface.
- B. Ensure that all units are in full contact with base and properly seated.
- C. Install fiberglass-connecting pins and fill all voids in and around the modular units with unit fill material. Tamp or rod unit fill to ensure that all voids are completely filled.
- D. Sweep excess material from top of units and install the next course. Ensure that each course is completely unit filled, backfilled and compacted prior to proceeding to next course.



- E. Place each subsequent course ensuring that pins protrude into adjoining courses a minimum of 1 inch (25 mm). Two pins are required per unit. Push next course unit forward, away from the fill zone, locking against the pins in the previous course and backfill as the course is completed. Repeat procedure to the extent of wall height.
- F. Follow wall erection and unit fill placement closely with any other backfilling required.
- G. Position vertically adjacent modular concrete units as recommended by the manufacturer (in running bond pattern).
- H. Maximum, stacked, vertical height of wall units, prior to wall unit fill, backfill placement and compaction, shall not exceed two courses.
- I. One cubic foot, minimum, of unit fill shall be used for each square foot (0.30 cu m/sq m) of wall face. Unit fill shall be placed within cores of, between, and behind units to meet this requirement.
- J. Whole, or cut, units on curves and corners shall be erected with running bond approximately centered on units above and below.
- K. Cap Installation: Apply adhesive to top surface of unit below and place cap unit into position over projecting pins from units below.

**Delete the following article if all retaining walls are reinforced with geogrid reinforcement.**

### **3.05 Unreinforced Backfill Placement**

- A. Place and compact backfill in lifts not to exceed 8 inches (200 mm).
- B. Backfill shall be compacted to 95 percent of the maximum density as determined by ASTM D 698.
- C. Place the top 8 inches (200 mm) of the structure fill using low permeability soil.
- D. Only lightweight hand-operated equipment shall be allowed within 3 feet (900 mm) from the tail of the modular concrete units.
- E. At the end of each day's operation, the Contractor shall slope the last lift of reinforced backfill away from the wall units to direct runoff away from wall face. The Contractor shall not allow surface runoff from adjacent areas to enter the wall construction site.

**Delete the following article if all retaining walls are unreinforced.**

### **3.06 Structural Geogrid Installation**

- A. Geogrid shall be oriented with the highest strength axis perpendicular to the wall alignment.
- B. Geogrid reinforcement shall be placed at the elevations and to the extent shown on the construction drawings or as directed by the Engineer.
- C. The geogrid shall be laid over the fiberglass pins of the modular wall units and extended horizontally on compacted backfill. Place the next course of modular

concrete units over geogrid. The geogrid shall be pulled taut, and anchored prior to backfill placement on the geogrid.

- D. Follow manufacturer's guidelines relative to overlap requirements of uniaxial and biaxial geogrids.
- E. Geogrid reinforcements shall be continuous throughout their embedment lengths. Spliced connections between shorter pieces of geogrid is not allowed unless pre-approved by the Architect/Engineer prior to construction.

**Delete the following article if all retaining walls are unreinforced.**

### **3.07 Reinforced Backfill Placement**

- A. Reinforced backfill shall be placed, spread, and compacted in such a manner that minimizes the development of slack in the geogrid.
- B. Backfill shall be placed from the wall back towards the embankment to ensure that the geogrid remains taut.
- C. Reinforced backfill shall be placed and compacted in lifts not to exceed 8 inches (200 mm) where hand compaction is used, or 12 inches (300 mm) where heavy compaction equipment is used.
- D. Reinforced backfill shall be compacted to 95 percent of the maximum density as determined by ASTM D 698. The moisture content of the backfill material prior to and during compaction shall be uniformly distributed throughout each layer and shall be within +1/-3 percentage points dry of optimum.
- E. Place the top 8 inches (200 mm) of the structure fill using low permeability soil.
- F. Only lightweight hand-operated equipment shall be allowed within 3 feet (900 mm) from the tail of the modular concrete unit.
- G. Tracked construction equipment shall not be operated directly upon the geogrid reinforcement. A minimum fill thickness of 6 inches (152 mm) is required prior to operation of tracked vehicles over the geogrid. Tracked vehicle turning should be kept to a minimum to prevent tracks from displacing the fill and damaging the geogrid.
- H. Rubber tired equipment may pass over geogrid reinforcement at slow speeds, less than 10 miles per hour (16 kph). Sudden braking and sharp turning shall be avoided.
- I. At the end of each day's operation, the Contractor shall slope the last lift of reinforced backfill away from the wall units to direct runoff away from wall face. The Contractor shall not allow surface runoff from adjacent areas to enter the wall construction site.

**END OF SECTION**

## **SECTION 32 84 00 IRRIGATION SYSTEM**

### **PART 1 - GENERAL**

#### **1.01 General Requirements**

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.

#### **1.02 Description**

- A. Furnish all labor, materials and equipment for the complete installation of an automated irrigation system, including all necessary appurtenances for proper operation, noted or implied, as shown on the Plans and as specified herein.
- B. Water usage, meter costs, connection fees, testing and other associated utility costs are considered direct costs and is the responsibility of the Contractor until the project is accepted.
- C. Installation of the water meter shall be by the City.

#### **1.03 Related Work**

- A. Section 32 90 00: Planting
- B. Section 26 00 00: Site Electrical

#### **1.04 Quality Assurance**

- A. All work shall comply with local and state laws, codes, regulations and requirements which govern any portion or all of the work contained in this Section. These include, but are not limited to, the latest editions of:
  - 1. City of Roseville Park Construction Standards,
  - 2. City of Roseville Design and Construction Standards,
  - 3. City of Roseville Electric Department Standard Specifications,
  - 4. Local, state and federal electrical codes, manuals and guidelines, and
  - 5. Local, state and federal plumbing codes, manuals and guidelines.

#### **1.05 Submittals**

- A. Submittals for specified items are not required for Parks or Streetscape projects, unless specifically listed below. However, submittals are required for any proposed substitutions or deviations from the parks Plans or Specifications. For Streetscapes, no substitutions will be accepted. The Contractor shall submit a materials summary sheet indicating which items will be installed as specified

and which items are proposed for substitutions. The Contractor shall submit proof of order within ten (10) working days of the Notice to Proceed, indicating all specified materials have been ordered, noting "as specified" or "substitution proposed". Submittals are required on the following items:

1. Controller, Flow Sensor(s), and Master Valve(s).
2. Filter (Recycled water)
- 3.

#### **1.06 Explanation of Drawings**

- A. The drawings are diagrammatic and do not reflect all offsets, fittings and other miscellaneous items required for a complete and operable irrigation system. It shall be the Contractor's responsibility to investigate all existing site conditions, become thoroughly familiar with the site, and provide all labor, materials and equipment required for the installation of the irrigation system.
- B. Avoid conflicts between other trades and the installation of the irrigation system. Minor adjustments to avoid such conflicts shall be made in the field. Major discrepancies between actual field conditions and the Plans shall be brought to the attention of the Project Manager. The lack of notification shall indicate that the Contractor assumes full responsibility for any revision deemed necessary to ensure proper installation.

#### **1.07 Product Delivery, Handling and Storage**

- A. All materials shall be delivered bearing manufacturer's label with size, type and model number (if applicable) clearly marked.
- B. All pipe shall be delivered in a vehicle which allows the material to lie flat without concentrated weight or stress at any point.
- C. Unload all materials with care so as to avoid damage. Store materials in a covered area and do not expose PVC pipe to extreme sun or heat. Store pipe lying flat.
- D. Do not install any material that has been damaged. Replace all material found to be damaged.

#### **1.08 Record Drawings**

- A. The Contractor shall keep an accurate record of the as-built conditions of the irrigation system. These records shall be updated daily and kept at the construction site. At any time, the Inspector may examine the conditions of the "as-builts" to ensure compliance of the above.
- B. Dimensions shall be recorded from two (2) permanent points of reference.
- C. The City may at its discretion withhold progress payments to the Contractor if the as-built records are not updated to the satisfaction of the City.

## PART 2 - PRODUCTS

### 2.01 General

- A. All materials specified shall be new, bearing the brand name, type, serial numbers and model number as shown on the Plans and as specified herein, unless otherwise accepted in writing.

### 2.02 Backfill Material

- A. Backfill shall be clean, screened, on-site material, free from organic material, large clods of earth and/or rock larger than one (1) inch in diameter, trash, debris, rubbish, tree trunks, broken concrete or asphalt and other unacceptable material.
- B. Material larger than one (1) inch shall be removed from site and legally disposed. All removal shall be the responsibility of the Contractor.

### 2.03 Meter

- A. Meter shall be as shown on the Plans and as required by the City of Roseville Environmental Utilities Department.

### 2.04 Backflow Prevention Device

- A. Backflow Prevention Device shall be as shown on the Plans.
- B. Cover shall be insulated, freeze-proof, removable and lockable, manufacturer and model per the City of Roseville Design and Construction Standards or accepted equal.

### 2.05 Filter (Recycled Water Only)

#### A. Amiad Filtration Systems, Semi-Automatic Filter

A-1. For 2", Plastic Super-T Manual Steel Semi-Automatic Filter, Red 130 micron filter element, match line size of recycled water meter, down to 2" minimum.

2. For 2" filters, use disc type element. For 3" and above, use mesh screen filter element. Steel In-line Semi-Automatic Filter.

3. Include Scanaway 130 micron filter element.

4. Match line size of recycled water meter, down to 2" minimum.

4-5. Include lockable protective frost cover blanket.

Formatted: List2

### 2.06 Flow Sensor and Master Valve

#### A. Calsense Controllers:

- 1. Flow sensor shall be a Calsense Ultrasonic Flow Meter (FM-BU), or accepted equal featuring a proprietary, non-magnetic sensing mechanism and a six-bladed design. Flow sensor shall be accurate to +/- 42% of full scale. Flow sensor body shall be constructed of bronze Schedule 80 PVC

~~for sizes up to 4", and saddle taps for sizes 6" and above. Applications with high and low flows requiring a bypass manifold flow meter shall instead utilize Flomec QS200 Ultrasonic Flow Sensor.~~

2. Master valve(s) shall be Superior, 3300 series, normally open, electric globe valve, constructed of brass with dirty water protection and No Minimum Flow feature. For recycled water systems, include -RW Recycled Water designation with purple handle for identification.
3. Flow meters to be constructed consistent with the Calsense specifications.
4. Valve boxes for master valve and flow sensor shall be 18" (jumbo) green rectangular rigid plastic valve boxes with lockable lids and extensions by Carson Industries, LLC or accepted equal. Valve box lid shall be colored green in turf areas, tan in natural planter areas, and purple for recycled water applications.

## **2.07 Booster Pump**

- A. Customflow Quality Booster Pump by V-Power Equipment, Inc. (888) 830-8025.
- B. Provide technical startup support, pump certification and 30 month following delivery warranty by V-Power Equipment, Inc.
- C. Variable Frequency Drive Control Panel with Fuji Eco Drive, NEMA 12 enclosure, main disconnect, DC choke, panel cooling fan, HOA switch on panel door, 110 volt transformer for controls and external fan, Terminals for wire connections, (2) Pump start relays for irrigation controller controls, ET/U.L. 508A Listed and proprietary programmed for City of Roseville standard operation by Custom Pump & Power, Inc.
- D. IFM Efector PA3224 transducer is rated for 0-145PSI and adjustable through the VFD.
- E. Enclosures to be sized to fit pump, VFD, valves, bypass, transducer, and pump inserted Hot Stop temperature protection to be activated at 120 degree with manual reset mounted on the VFD panel door. Flange connection for inlet and outlet outside the enclosure. Standard enclosure to be fitted for padlock and have a shock assisted opening on the front. Larger enclosures with removable doors with built in lock with the 402 key. All enclosures to be steel and powder coated dark green.
- F. Installation by licensed contractor as shown on plans and connect power wires from meter pedestal and 24-volt control wire from the controller to the VFD line connectors inside the enclosure.

## **2.08 Pipe**

- A. PVC Pressurized Mainline

1. For lines three inch (3") or larger: polyvinyl chloride (PVC) 1120-1220, SDR 21, Class 200 rubber gasketed pipe, and NSF accepted per Standard No. 14, Type I, Grade I. Conform to:

| Material      | ASTM         |
|---------------|--------------|
| Pipe          | D1784, D2241 |
| Rubber Gasket | F477         |

2. For lines two and one half inches (2-1/2") or smaller: Schedule 40 polyvinyl chloride (PVC) 1120-1220, and NSF accepted per Standard No. 14, Type I, Grade I. Conform to:

| Material | ASTM         |
|----------|--------------|
| Pipe     | D1784, D1785 |

B. PVC Non-Pressurized Lateral Lines

1. Schedule 40 polyvinyl chloride (PVC) 1120-1220, SDR 21.0, NSF accepted per Standard No. 14, Type 1, Grade II.

C. Recycled Water

1. Pipes shall meet the standards outlined in Sections 2.08, A and B above, unless otherwise noted in the City of Roseville Design and Construction Standards for recycled water, latest edition.
2. All pipes containing recycled water shall be purple, NSF accepted and conform to the City of Roseville Design and Construction Standards, latest edition.

## 2.09 Fittings and Nipples

A. Fittings for Mainline Pipe:

1. For all control valves on mainlines three inches (3") and larger, use painted, ductile iron saddle taps with double stainless steel straps and nuts Model #202 by Romac Industries, Inc. or accepted equal.
2. For all other connections on mainlines three inches (3") and larger mainline pipe, use glued schedule 80 fittings.
3. For all control valves on mainlines two and one half inches (2-1/2") or smaller, use glued schedule 80 fittings.
- 3-4. For all other connections on mainlines two and one half inches (2-1/2") or smaller, use glued schedule 40 fittings.

B. Fittings for Solvent Weld Pipe- Laterals:

1. Schedule 40 ~~for 2 1/2" pipes or smaller and Schedule 80 for 3" pipe and larger~~ polyvinyl chloride (PVC), standard weight, conforming to ASTM D2466-73. Use Schedule 80 for all recycled water systems.
2. Weld-on #P-70 primer and Weld-on #711 gray glue or accepted equal.
3. Teflon tape for all threaded PVC fittings.

- C. Plastic Nipples shall be Schedule 80, Type 1, Grade 1, polyvinyl chloride (PVC), threaded at both ends, and conforming to ASTM D1784 -85. Nipples shall be uniformly gray.
- D. Fittings for Recycled Pipe:
  - 1. Fittings shall meet the standards outlined in Sections 2.09, A, B and C above, unless otherwise noted in the City of Roseville Design and Construction Standards for recycled water, latest edition.

## **2.10 Swing Joints**

- A. Swings joints shall be as shown in the City Parks Construction Standard detail. Schedule 40 threaded PVC triple swing joints or an accepted equal.

## **2.11 Electric Remote Control Valve**

- A. Sizes as shown on the Plans. All valves shall be Rainbird PEB series or accepted equal and shall contain the following:
  - 1. a globe-type electric remote control, normally closed diaphragm type with slow opening and closing action,
  - 2. encapsulated solenoid type actuation,
  - 3. a minimum rating of twenty-four (24) volts,
  - 4. sixty (60) cycle,
  - 5. two to five (2-5) watts,
  - 6. a manual flow adjustment with shut-off provisions,
  - 7. provisions for an external "bleed" of the diaphragm chamber for manual operation.
  - 8. a ball valve on the inlet.
  - 9. Schedule 80 PVC threaded fittings from ~~saddle tap to POC~~main line to valve.
- B. Valve boxes shall be rectangular, rigid plastic valve boxes with lockable lids and extensions by Carson Industries, LLC or accepted equal. Valve box shall be sized appropriately to house entire valve assembly with space to accommodate maintenance access. Valves for drip zones require Jumbo size boxes.
  - 1. Boxes shall be colored green in potable applications, and purple for recycled water applications.
  - 2. Valve boxes used on recycled water systems shall be permanently colored purple through the manufacturer. Boxes painted purple will be rejected.
  - 3. Label lids using heat branded identification, T:Turf, S:Shrubs, B:Bubblers
- C. Controller station identification number shall be standard yellow tags with permanent numbers by Christy or accepted equal.

## **2.12 Root Watering System**

- A. Provide pre-manufactured root watering system.



1. Pressure compensating bubbler. See irrigation sheets for flow rates.
2. Check valve where applicable to prevent low head drainage.
3. Swing joint assembly
4. Locking grate top on semi-rigid mesh tube. Use purple grate for Recycled water systems
5. Filter fabric sleeve
- ~~6.~~

### 2.13 Irrigation Heads

- A. All irrigation heads shall conform to type, size, precipitation rate, gallons per minute discharge, pressure and throw radius as shown on the Plans, unless otherwise accepted in writing.
- B. In all available models, all irrigation heads shall have stainless steel risers, unless otherwise approved in writing.
- C. For recycled water applications, irrigation heads shall be colored purple, have debris pocket, and wiper seals with 3 touch points.
- D. Irrigation heads shall have built-in pressure regulation for pop up sprays and/or water-efficient heads.
- E. Include built-in check valve where applicable to prevent low head drainage.

### 2.14 Drip Irrigation

- A. Sub-surface dripline.
  1. Flexible polyethylene tubing shall have factory-installed pressure-compensating, inline emitters spaced evenly per listed spacing.
  2. Emitter shall incorporate elemental or ionic copper root intrusion prevention technology, and shall be warranted by the manufacturer to be free of emitter plugging due to root intrusion for a period of fifteen (15) years minimum.
  3. Emitter shall have a built-in check valve that will hold back, at minimum, an 8.5' column of water.
  4. Dripline for use with recycled water systems shall be properly and permanently marked for non-potable use.
- B. All fittings shall be constructed of injection molded, brown plastic having a nominal outside dimension of 17mm (0.56"). Female and male threaded ends shall be capable of mating to standard PVC pipe with tapered threads.
- C. Line flushing valve
  1. Valve shall be schedule 40 PVC ball valve with brass hose thread adapter.
  2. Valve box shall be rigid plastic, with lockable cover by Carson Industries, LLC or accepted equal. Boxes shall be colored green in potable applications, and purple for recycled water applications.

3. Drip system operation indicator shall be Rainbird 1812 Pop-up spray body with 4-VAN nozzle set to 0-degree pattern, with Rainbird SA-125050 swing assembly and XFF-TFA barbed bt ½" FIPT fitting, or accepted equal.
- D. Pressure Regulating Filters shall be Rainbird PRB Pressure Regulating Basket Filter, or approved equal, and shall include: Basket style body and jar-top cap constructed of heavy-duty glass-filled, UV-resistant polypropylene, with 150 PSI (10,3 bar) operating pressure rating. Standard 200 mesh (75 micron) filter screen constructed of stainless steel attached to propylene frame. Normally-open in-line pressure regulating device, constructed of durable, UV resistant non-corrosive material able to accommodate an inlet pressure rating of not less than 150 PSI (10,3 bar), with preset outlet pressure of approximately 40 PSI (2,8 bar).

#### **2.15 Thrust Blocks**

- A. All thrust blocks shall be concrete. The size of the blocks shall be determined by the average safe soil-bearing load of 700 lbs. per square foot.
- B. Polyethylene sheeting at thrust blocks shall be 6mil.

#### **2.16 Quick Coupler Valves**

- A. For potable water, quick coupling valves shall be Rainbird #44LRC or accepted equal. For recycled water, quick coupling valves shall be Rainbird #44NP lockable or accepted equal. All quick coupling valves shall be:
  1. brass or bronze with one (1) IPS female pipe connection,
  2. two piece body with a removable upper portion (for replacement), and
  3. durable yellow covers for potable and purple for recycled.
- B. Valve keys shall be brass or bronze and shall be of the same manufacturer and size as the valve.
- C. Valve box shall be rigid plastic, a minimum of ten inches (10") in diameter with lockable cover by Carson Industries, LLC or accepted equal. Boxes shall be colored green in potable applications, and purple for recycled water applications.
- D. Where recycled water is used, conform to the City of Roseville Design and Construction Standards.

#### **2.17 Manual Valves**

- A. For pipe four inches (4") and larger gate valves shall be:
  1. located where shown on the Plans,
  2. flanged with Class 125 cast iron body,
  3. bronze trimmed with a non-rising stem,
  4. square operating nut,
  5. able to withstand a cold water pressure of 150 pounds per square inch, and

6. sized to match the pipeline which the valves serve, unless otherwise shown on the Plans.
- B. For pipe three inches (3") or smaller and on pipes which feed directly into a remote control valve, ball valves shall be installed and shall:
  1. allow for manual operations,
  2. rapid on/off , drip-tight shut-off control,
  3. be constructed of bronze or brass with heavy-duty handle,
  4. operate up to 22 gallons per minute,
  5. operate between 15 and 150 pounds per square inch, and
  6. be sized to match the pipeline which the valves serve, unless otherwise shown on the Plans.
- C. Valve box shall be rigid plastic, a minimum of ten inches (10") in diameter with extensions and lockable cover by Carson Industries, LLC, as shown on the Plans or accepted equal. Boxes shall be colored green in potable applications, and purple for recycled water applications.

## 2.18 Automatic Irrigation Controller

- A. Automatic controllers shall be Calsense CS3000 or accepted equal. Each controller shall include:
  1. CS3-~~LR-##~~ – Calsense ~~Local Radio(##)~~ Station Base Model,
  2. FM-~~B-U~~ – Flow Meter (~~Brass~~Ultrasonic),
  3. ~~CS3-S-S1-or CS3-SS1-D~~ – Stainless Steel Enclosure with 1 hole for Stubby Antenna.
  - a)4. CS3000 Transient Protection
  - b)5. TP-110 – AC Line Protection,
  - e)6. ~~G~~L-R-STUBBY – Antennae w/2ft cable
  - d)7. On/Off Switch
  - e)8. GFI electrical outlet inside enclosure.

When multiple controllers are used, include:

  - 4.9. CS3-FL – Flowsense software (for multiple controllers sharing POC and/or communications)
  - 5.10. CS3-MSSE-KIT or CS3-SR-KIT – Hardwire or SR radio,

When multiple flow sensors are used, include:

  - 6.11. CS3-2WIRE-OPT & CS-2W-POC (one per POC) – Additional Flow Meter interface.
- B. Third-Party Communications hardware required:
  1. Sierra Wireless AirLink RV55 LTE-A PRO Router (#1104303)
  2. Router AC Adapter (#2000579)
  3. AT-5 (or higher) Ethernet Cable - 1ft (#A3L781-01-BLU)
- C. Communication wire between controllers, when required, shall be Paige Cable P7171D or accepted equal.

Formatted: List2

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1"

## 2.19 Control Wires

- A. Direct burial solid copper wire AWG-U.F. 600 volt.
- B. Common wire and two spare wires shall be minimum #12-gauge.
- C. Pilot wires shall be red, minimum #14-gauge. Wire gauge shall be, at minimum:

| Wire Gauge          | #14   | #12   | #10   | #8    |
|---------------------|-------|-------|-------|-------|
| Max. Distance (ft.) | 2,500 | 3,250 | 4,000 | 4,800 |

D. Splices:

- 1. Wire connections at remote control valves only shall utilize 3M direct bury splice kit model #DBY (yellow) or model #DBR (red).
- 2. All other splices, including line splices, connections to flow meters and other sensors, shall utilize 3M Scotchcast 3570G Connector Sealing Packs, no known equal.

E. Wiring colors shall be:

| USE    | COLOR  |
|--------|--------|
| Flow   | Yellow |
| Master | Blue   |
| Pump   | Black  |
| Valves | Red    |
| Common | White  |
| Spare  | Orange |
| Tracer | Green  |

## 2.20 Sleeves

- A. Schedule 40 PVC 1120-1220 and two times the diameter of the pipe to be accommodated by the sleeve, one (1) for control wires and one (1) for main line, and one (1) for lateral lines.
- B. Maximum one (1) line per sleeve.
- C. Add one (1) spare, same size as largest.

## 2.21 Tracer Wire

- A. Insulated solid copper wire, minimum #12 gauge. Color shall be green.

## PART 3 - EXECUTION

### 3.01 Site Conditions

- A. Prior to start of irrigation work, review the site conditions to verify that stub- outs, points of connections, sizes of the points of connections, water pressure and other essential items necessary for irrigation work to commence are as shown on the Plans and as indicated in the Specifications.
- B. Notify the Inspector immediately of any existing conditions which are unacceptable for the commencement of irrigation work.

### 3.02 Coordination of Work

- A. Coordinate all work with other trades.
- B. The irrigation plan is diagrammatic. Whenever possible, locate all pipes in planted or turf areas. Do not scale off of the Plans. Where field conditions have changed, notify the Inspector immediately.

### 3.03 Excavation and Trenching

- A. Trenches shall be dug straight and in such a manner as to completely support the pipe continuously along the bottom of the trench. In rocky conditions, over-excavation and placement of clean bedding material may be required to ensure protruding rocks do not place undue stress on pipes. Trench layout shall follow that shown on the Plans, except where accepted by the City.
- B. The following minimum cover shall be provided for pipe:

| Pipe Type                      | Minimum Cover |
|--------------------------------|---------------|
| Pressurized Mainlines          | 24"           |
| Non- Pressurized Lateral Lines | 18"           |
| Domestic Water Lines           | 24"           |
| Control wires                  | 24"           |
| PVC Sleeves under Paving       | 18"           |
| PVC Sleeves under Auto X-ings  | 24"           |

- C. Install detection wire, looped in and out of valve boxes and attached to all irrigation mainlines.
- D. High voltage wires shall not be installed in the same irrigation water line trench.

### 3.04 Testing and Flushing

- A. Pressure Testing shall occur only when the following conditions can be fulfilled:

| Item Description               | Condition                             |
|--------------------------------|---------------------------------------|
| Quick coupler valves           | Installed and capped                  |
| Electric remote control valves | Installed                             |
| Flow valve                     | Installed and open                    |
| Ball/Gate valves               | Installed and open                    |
| Lateral lines                  | Disconnected                          |
| Welded PVC joints              | Cured at least 24 hours               |
| Pipe                           | Center loaded with backfill           |
| Concrete Thrust Blocks         | Installed and cured at least 48 hours |
| Couplings and fittings         | Exposed                               |
| Detection wire                 | Installed                             |

- B. A pressure gauge shall be installed at the lowest point of the line. Continuous pressure shall be applied at a rate of 125 psi for all mainlines. The pressure shall remain stable for a minimum of two hours with no detectable leakage. Upon completion of the test, a complete examination of the line shall be conducted by the City. Leaks resulting from the test shall be repaired and the

line shall be re-tested. This process shall be repeated until the line passes the leakage test.

- C. All lines and risers shall be flushed prior to final installation of irrigation heads. All control valves shall be left open during the flushing process.

### **3.05 Backfilling and Compacting**

- A. Backfilling of trenches shall not occur until all tests and reviews have been performed. See inspection record contained in the Parks Construction Standards, latest edition. Any trench that is prematurely backfilled may be required to be re-dug for review.
- B. Compaction of the trenched areas shall meet the following compaction rates of 95% in areas to receive paving and 85% in areas to be planted.
- C. Do not flood trenches unless otherwise accepted by the City.
- D. Sunken trenches shall be re-finished flush with the adjacent grades.

### **3.06 Backflow Prevention Device and Enclosure**

- A. Install per local codes and manufacturer's instructions.
- B. When the flow meter is installed above grade, install a backflow prevention device enclosure with lockable gate.

### **3.07 Flow Meter Installation**

- A. Install per local codes and manufacturer's instructions.
- B. All flow meters shall be installed in ground.
- C. Install 3/4" conduit from irrigation controller to flow meter valve box. Install a pull box every 100'.
- D. Valve box lids shall be permanently marked identifying FM for flow meter and MV for master valve and GR for grounding rod with heat branding using stencils in a uniform location on all boxes throughout.

### **3.08 Booster Pump Installation**

- A. Install per local codes and per manufacture's instruction.
- B. Furnish wires and conduits to connect electrical power, and 24-volt pump start controls to the VFD panel located inside the VFD panel
- C. Ductile iron plumbing from the flanges above ground to the mainline.
- D. Install level concrete housekeeping pad for the pump enclosure per plans, 4" thick, 1" above ground, with 1/2" tool edges
- E. Trust blocks to be installed per pump manufacturer's and landscape architect's requirements.

### **3.09 Pipe Installation**

- A. Install irrigation pipe in planted areas whenever possible.
- B. All pipe and fittings shall be cleaned and free from dirt, dust and moisture.

- C. Pipe may be assembled along the trench at grade to avoid undue strain on the pipe or the fittings. All solvent weld connections shall be primed before applying glue. Snake the pipe within the trench to compensate for expansion and contraction.
- D. All PVC pipe and metal valve connections shall be made with threaded fittings consistent with drawings PK-15 and PK-16 of the City of Roseville Parks Construction Standards.
- E. All PVC-to-PVC threaded connections shall be made with Teflon tape.
- F. Install concrete thrust blocks in locations where rubber gasketed irrigation mainlines change directions, e.g. ells, tees; as required on other lines and fittings; and at the termination point of the mainline. Do not conduct a pressure test within 48 hours of the thrust block pours. The size of the thrust blocks shall be per manufacturer's instructions and shall be adequate in size to absorb thrusts up to the maximum internal water pressure. Refer to 3.18 Thrust Blocks.
- G. Use glued fittings for all connections inside of a sleeve and within 20' of a sleeve.
- G-H. When multiple pipes are in the same trench, provide a minimum 2" horizontal separation between pipes, or equal to diameter of pipe, whichever is larger. Do not stack pipes vertically.

### 3.10 Electric Remote Control Valves

- A. Install per local codes, manufacturer's instructions, City of Roseville Design and Construction Standards and as shown on the Plans.
- B. Install one (1) electric remote control valve per box and whenever possible, group valve boxes together. Align boxes in a straight and neat row and flush to finish grade. Provide a minimum of six (6) inches between boxes.
- C. All valves shall be tagged for easy identification of valve number. Valve box lids shall be permanently marked identifying valve number and controller letter with heat branding using stencils in a uniform location on all boxes throughout.
- D. Each valve shall be separately saddle tapped. Manifolded valves shall be rejected.
- E. Locate valve boxes outside of turf areas, adjacent to paving, i.e. sidewalks, hardscape, etc. except where shown on the Plans.
- F. Provide a minimum of eighteen (18) inches of a complete set of spare control wires, looped, within all control valve boxes.

### 3.11 Irrigation Heads

- A. Install all heads where shown on the Plans and as specified herein.
- B. Turf rotary pop-up heads shall be placed two (2) inches from any edge of adjacent walkway, concrete mow band, concrete curb, header board or other hardscape edging, or as required by current WELO regulations.

- C. Rotary pop-up heads shall be installed flush with the top of finish grades of turf or planting areas.
- D. Sprinkler head riser nipples sizes shall match or be the same as the riser opening of the sprinkler body.
- E. Install sprinkler heads with internal check valves where heads are located in low drainage areas, i.e. bottom of berms, bottom of drainage swales, toe of slopes, etc.
- F. Install all heads perpendicular to ground surface with an offset from the edge of pavement as indicated in the details.

### **3.12 Drip Irrigation**

- A. Drip irrigation is to be installed in a grid pattern layout of equal spacing between rows, unless otherwise noted on approved plans.
- B. All drip irrigation shall be installed sub-surface, per manufacturer's specifications. Staple all tubing to soil at 5 feet on-center spacing prior to backfilling.
- C. Drip line shall be installed prior to plant installation, with the exception of 15-gallon and larger plant container sizes, which may be installed first at the discretion of the contractor.
- D. Line Flushing Valves are to be installed below grade, as detailed, in a valve box with bolt-down lid to allow for periodic inspection and flushing.
  - 1. Minimum of One (1) Line Flushing Valve shall be installed for every fifteen (15) GPM of zone flow, and at every termination point within a zone, and shall be installed at a point farthest away from the source (typically on an exhaust header) as possible.
- E. Pop-up drip system operation indicators shall be placed within eighteen inches (18") of each Flush Valve and shall not be placed such that it will be obstructed by vegetation. Place minimum twelve (12) inches from adjacent hardscapes.
- F. If required, Air/Vacuum Relief Valves shall be installed below grade in valve boxes to allow for periodic inspection.
- G. Valve box lids shall be permanently marked identifying LF for Line Flush valve and AR for Air/vacuum Relief with heat branding using stencils in a uniform location on all boxes throughout.

### **3.13 Quick Coupler and Gate Valves**

- A. Install per local codes and manufacturer's instructions.
- B. Locate valve boxes flush with finish grade, twelve (12) inches from walkways, curbs, header boards, etc., and within planted area whenever possible.
- C. Install one (1) valve per box.



- D. For quick coupler valves, install at 100 feet on center to the extent possible. Provide a 24" steel support staked adjacent to the riser using two (2) stainless steel clamps.
- E. For gate valves, install at locations indicated on the Plans.
- F. For valve boxes installed below grade, provide 3M ball markers.
- G. Valve box lids shall be permanently marked identifying GV for gate valve and QC for quick couplers, and SB for splice boxes with heat branding using stencils in a uniform location on all boxes throughout.

#### **3.14 Automatic Controller**

- A. Install per local codes and manufacturer's instructions within the specified enclosure.
- B. Provide single Paige Cable P-7171D installed in conduit between all controllers.
- C. Provide all necessary wiring for a complete installation between the controller and the valves.
- D. Above grade wiring shall be installed in metal conduit, unless otherwise accepted. Securely mount conduit onto enclosure or wall and paint to match the adjacent surface.
- E. Provide a grounding rod and bonding for each enclosure as required for lightning protection. Grounding rod shall be consistent with drawing PK-1 of the City of Roseville Parks Construction Standards. Install separate grounding rods for each enclosure where bonding is impractical.
- F. Label each controller, using permanent markings, with the letter identification indicated on the Plans. Affix label on the inside of the controller cabinet door.
- G. Install 110V outlet (GFI) inside controller enclosure.
- H. Provide two (2) reduced as-built irrigation diagrams, laminated and color-coded indicating controller letter, valve/station numbers, valve size, operating pressure, gallons per minute and type of planting for each valve. See Section 01 10 00: Summary of Work 1.15B.
- I. Ground test to be conducted after installation. Test results shall not exceed 25 ohms.

#### **3.15 Control Wires**

- A. Wherever possible, install control wires in common trenches with mainline. The wires shall be taped in bundles at ten (10) feet on center and laid to the side of the pipe. Provide slack between ties to allow for contraction.
- B. Wire valve to controller as shown on the plans.
- C. Where runs are long, provide an extra three (3) feet of extra ground and control wires looped at 200' intervals. Snake wires within trenches to allow for contraction.

- D. Line splices shall occur in valve boxes at grade, label and allowed only on lengths greater than 2500'. Show locations on as-built plans.
- E. Do not wrap wire around pipe or allow any wiring to be placed in concrete or concrete thrust blocks.
- F. Install two (2) spare wires starting from the controller, looped to each valve box to the furthest valve box, without splices.

### **3.16 Tracer Wire**

- A. Install tracer wire on top of the mainline.
- B. Provide a twelve-inch (12") loop in and out of each valve box. Solder all splices.
- C. Where potable water lines are placed in a separate trench, install a tracer wire on top of the potable water line.
- D. Tracer wire shall be tested during review and pressure test of the mainline.

### **3.17 Sleeves**

- A. Install sleeves under all pavement and as shown on the Plans.
- B. Install sleeves at the depths indicated in Section 3.03B above.
- C. Extend sleeves a minimum of twelve (12) inches beyond the edge of pavement.
- D. At every sleeve location installed in roadways, provide a spare PVC sleeve capped at each end and marked with a 3M ball marker.

### **3.18 Thrust Blocks**

- A. Install polyethylene sheeting between mainline and concrete.
- B. Thrust blocks shall be formed against a solid trench wall. The thrust block cavity shall be in undisturbed soil or previously placed compacted backfill that yields an acceptable allowable bearing pressure.
- C. Concrete thrust blocks shall not be poured on valve wires.

### **3.19 Cross Connection Testing for Recycled Water Systems**

- A. The Recycled Water System shall be tested for cross connection in accordance with Uniform Plumbing Code Appendix J prior to use.
- B. All testing of Recycled Water Systems must be performed utilizing a potable water source via a construction water connection per City of Roseville Construction Standards. No Recycled Water may enter a Recycled Water System until all testing is successfully completed.
- C. At the time a cross connection test is to be performed, construction on both the Potable and Recycled Water Systems being tested must be complete and both systems fully operational and functioning as designed.
- D. Cross connection testing shall be performed in the system by City forces with the assistance of the contractor. The test must be coordinated through the Parks Department Inspector. Forty-eight (48) hours' notice is required before

the test. Depending on complexity of the site, a preliminary field meet may be required.

### **3.20 Coverage Test**

- A. Prior to planting, the Contractor shall perform a coverage test to confirm that water coverage is complete and adequate, and produces no overspray onto hardscapes. Irrigation pressure readings at the head or emission device may also be taken as part of the coverage test to confirm adequate system hydraulics.
- B. The coverage test shall be performed on the entire irrigation system and shall be performed in the presence of the Parks Inspector. The irrigation system must be connected to the City water system through the water meter. Temporary connections are not allowed. On recycled water systems, the coverage test shall take place only after successful completion of the cross-connection test, with the recycled water meter in place.
- C. On Park projects containing turf, a comprehensive survey of the Distribution Uniformity (Low Quarter) of each irrigation zone containing turf shall be performed by a third-party, certified irrigation auditor prior to planting of turf. The irrigation system must be 100% complete, including functionality of the irrigation controller and booster pump, if present. The irrigation auditor shall prepare and submit a report listing each zone's Distribution Uniformity, including actual mapping data of individual catch cans recorded on irrigation plan sheets, and noting any potential deficiencies in the system leading to any inadequate findings. Reported deficiencies in Distribution Uniformity will be evaluated by the Project Manager and may require corrective measures prior to approval of turf planting. Deficiencies caused by improper installation shall be corrected at no additional cost to City.

### **3.21 Irrigation Audit**

- A. A landscape irrigation audit shall be performed after all landscape and irrigation is installed. The irrigation system must be 100% complete, including functionality of the irrigation controller and booster pump, if present.
- B. All landscape irrigation audits shall be conducted by a third party certified landscape irrigation auditor. Landscape audits shall not be conducted by the person who designed the landscape or installed the landscape.
- C. The water audit shall conform to the specific water audit requirements of the City of Roseville Environmental Utilities Department, and any supplemental requirements from the City of Roseville Parks, Recreation & Libraries Department. The contractor shall submit a comprehensive landscape irrigation audit. This shall include, but is not limited to:

1. A completed Irrigation Audit Report-(City of Roseville provided forms only)
2. Complete system evaluation, including site conditions, system and flow data.
3. Scheduling parameters used to set the irrigation controller.
4. An Irrigation schedule for the landscape provided to the owner.
- D. A minimum of 25% of all zones shall be audited. The 25% minimum shall be a representative sample of each irrigation method present (i.e. Rotors, bubblers, rotary nozzles, drip, etc.), and is in addition to any turf zones audited during the coverage test.
- E. Any deficiencies noted in the audit report such as, but not limited to, run-off, overspray, obstruction of spray patterns, etc., shall be corrected and signed off as such by the original irrigation auditor prior to submission of the report. Do not submit audit reports with uncorrected deficiencies.

### **3.22 Clean Up**

- A. Each phase of work shall be immediately cleaned up. Excess equipment, material, etc., shall be legally disposed of and removed from site. All concrete, asphalt and/or decomposed granite paving shall be kept free of soil. Damage to such surfaces shall be immediately repaired to the satisfaction of the City.

## **PART 4 - GUARANTEE**

### **4.01 General**

- A. Contractor shall provide a written guarantee covering all materials, equipment and workmanship furnished by him to be free of all defects after installation is accepted, including all defective parts that may have been found.
- B. All paved areas shall be swept clean and planted areas shall be weed-free.
- C. All irrigation heads shall be properly adjusted. Debris and refuse shall be removed from site prior to inspection.

### **4.02 Pre-Final (Punch List) Review**

- A. See Section 01 10 00 1.16 - Summary of Work for notification process.

### **4.03 Establishment**

- A. Full automated utilization of the irrigation system shall be included as part of the maintenance of the project. See Section 329000: Planting for additional information.
- B. Program and utilize the establishment schedule as submitted with the turn-in items.
- C. Contractor to run the system in "quantity" mode or "time plus flow" for a minimum of one (1) week.

- D. Check the irrigation system weekly to ensure proper operations. Make all necessary adjustments, including watering schedule to ensure proper and healthy plant growth. At no time shall pools of water be present within any part of the project. Conversely, at no point shall dry or under-watered spots be visible upon inspection. Improper irrigation management resulting in flooding or dry conditions to the detriment of plant material may constitute an extension of the establishment period, at no additional cost to the City.

#### **4.04 Final Review**

- A. The Contractor shall demonstrate to the City, valve by valve, the entire irrigation system to be operable. All heads shall be adjusted/flushed and all drip zones shall be flushed prior to the on-site review. Any item requiring adjustments shall be completed immediately and to the satisfaction of the City.
- B. Provide necessary training to City staff in the proper operations and maintenance of the booster pump.
- C. The date of final acceptance by the City Council or the recordation of the property transfer shall signify the start date of the warranty period. Final acceptance shall include the project in total and will not segregate any specific item or trade included in the construction of the project.

**END OF SECTION**



## **SECTION 32 90 00 PLANTING**

### **PART 1 - GENERAL**

#### **1.01 General Requirements**

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.

#### **1.02 Description**

- A. Furnish all labor, materials and equipment for the complete installation of landscape items, including all trees, shrubs, groundcovers and turf; maintenance for the establishment of new plant materials; and all necessary appurtenances for proper planting, noted or implied, as shown on the Plans and as specified herein.

#### **1.03 Related Work**

- A. Section 31 20 00: Earthwork
- B. Section 32 84 00: Irrigation System

#### **1.04 Quality Assurance**

- A. Provide an experienced foreman who shall directly supervise the work force during all work to be performed under this contract. The foreman shall be present during the time when work is to be performed.
- B. Plant material shall conform to current "American Standards for Nursery Stock" and the State of California Grading Code of Nursery Stock, No. 1 grade. Use only nursery-grown stock.
- C. All plant material shall be certified free of plant diseases and insect infestations from the County Agricultural Commissioner as required by law. Each shipment of plant material shall be required to have clearance certificates.
- D. Prior to planting, a soils fertility test/analysis shall be conducted by an accepted and qualified testing laboratory. Test results shall contain existing nutrient levels, soil texture, cation exchange capacity, soluble salts, pH levels, infiltration rates and recommended soil amendments/fertilizers to ensure proper growth of the specified plantings.

### 1.05 Submittals

A. Submittals for specified items are not required; however, submittals are required for any proposed substitutions or deviations from the Plans or Specifications. Additionally, submittals are required for the specific items listed below. The Contractor shall submit a materials summary sheet indicating which items will be installed as specified and which items are proposed for substitutions. The Contractor shall submit proof of order within ten (10) working days of the Notice to Proceed, indicating all specified materials have been ordered, noting "as specified" or "substitution proposed". Submittals are required on the following items:

1. Bark mulch material,
2. Certificates of compliance for turf seed mix, soil amendments, fertilizers and hydroseed mix,
3. Sod-grown turf,
4. Soils test-with soil amendment recommendations.
5. Trees
  - a) Submit for approval, plant sources including the names of nurseries proposed as sources of acceptable trees, and a list of the trees they will provide. The plant list shall include the botanical and common name and the size at the time of selection, including basal caliper and height.
  - b) Submit all requests for substitutions of plant species or size for approval. Request for substitution shall be accompanied with a list of nurseries contacted in the search for the required plant and a record of other attempts to locate the required material. Requests shall also include sources of plants found that may be of a smaller or larger size, or a different shape or habit than specified, or plants of the same genus and species but different cultivar origin, or which may otherwise not meet the requirements of the specifications, but which may be available for substitution.

### 1.06 Soil Testing

- A. Native soil and in-place topsoil shall be tested for amendment determination. Soil Tests shall include soil texture, macro nutrients, micro nutrients, lime, base saturation, pH, sodium, boron, salinity, Cation Exchange Capacity (CEC), and Organic content.
- B. Submit soils report for review and approval after completion of grading operations. Soil Testing shall be performed by an agriculture-based lab, with detailed, written recommendations for soil amendments and fertilizers specific to ornamental landscape plants and turf.



### 1.07 Product Delivery, Handling and Storage

- A. All materials shall be delivered bearing nursery label with botanical, common names, including cultivars.
- B. Carefully handle plant material to ensure that limbs are not broken during the planting or storage of the material.
- C. Store plant material in a covered area on-site, protected from inclement or hot weather on-site. Keep root balls moist by frequent watering (during hot weather) of all accepted stock until such time as planting occurs.

### 1.08 Inspection of Plant Material

- A. Notify the Project Manager a minimum of 48 hours prior to date of delivery. All plant material is subject to inspection at the time of delivery. A sample number of plants will be inspected for the following items:

| If the sample....                                                      | then the plant shall be... |
|------------------------------------------------------------------------|----------------------------|
| is healthy, shapely and well rooted                                    | accepted.                  |
| bears a strong central leader                                          | accepted.                  |
| is wilted, wind-blown or sunburned                                     | rejected.                  |
| is root-bound, restricted or deformed                                  | rejected.                  |
| does not bear a strong central leader or has been severely pruned back | rejected.                  |

- B. Stock to be consistent with CALFIRE Nursery/Tree Quality Cue card and Root Management Cue Card. Inspector may require contractor to remove tree or plant stock from plant containers to examine roots.
- C. 15 gal tree needs to have at least 1" in basal caliper, a 24" box tree needs to have at least 2" in basal caliper, a 36" box tree needs to have at least 3" in basal caliper. Basal caliper is measured as 6" above the ground.
- D. Based on the sample inspection, the Project Manager or Inspector reserves the right to reject any or all of the plant material delivered. All rejected plant material shall be immediately disposed of off-site.

### 1.09 Record Drawings

- A. The Contractor shall keep an accurate record of the as-built conditions of the landscaping. These records shall be updated daily and kept at the construction site. At any time, the Inspector may examine the conditions of the "as-builts" to ensure compliance of the above.

## PART 2 - PRODUCTS

### 2.01 Plants

- A. The material to be planted shall conform to that indicated on the plans, unless otherwise accepted. The quantity shown on the Plans is approximate and is

furnished for convenience only. Verify all quantities prior to ordering plant material.

## **2.02 Turf**

- A. Turf shall be seed or sod.
- B. Seed –
  - 1. 98% pure, weed-free mixture with a minimum of 95% germination. Deliver on-site unopened and in the original containers.
  - 2. 100% Turf Saver RTF (Rhizomatous Tall Fescue) by Barenbrug or accepted equal.
  - 3. Rhyzome – Active Tall Fescue Blend by Pacific Coast Seed or accepted equal:
    - 34% Traverse Turf-type Tall Fescue
    - 33% 3rd Millennium Turf-type Tall Fescue
    - 33% Rhambler Turf-type Tall Fescue
  - 4. Turf seed mix shall be Blue tag certified.
- C. Sod – Tall fescue blend with named, improved turf-type varieties only. Blend shall contain a minimum 25% Lateral Spread, Rhizomatous, or Self-Repair type tall fescue. Sod shall be non-netted, and contain no more than 10% Bluegrass.
- D. Seed / Sod must be submitted and accepted by the Project Manager prior to ordering.

## **2.03 Soil Amendment**

- A. As recommended by soils test report.

## **2.04 Mulch**

- A. Regular "Walk-on" fir bark as manufactured by Redi-Gro Corporation, Sacramento, CA (916) 381-6063, Mallard Creek, Inc, Rocklin, CA (916) 645-1681, My Bark Company, Inc., Linden, CA (209) 649-4250 or accepted equal.
- B. Decorative bark, shredded lumber or saw dust, and construction debris are not permitted. The mulch must be free of needles.

## **2.05 Topsoil**

- A. Stockpiled, on-site material.
- B. Imported topsoil shall be natural, friable, well-draining, free from admixture of subsoil and foreign objects larger than one inch (1") in diameter, free from toxins or any other harmful substance which may deter healthy plant growth.
- C. Perform a soils test for all imported soil. Soil test shall comply with Section 1.06. Submit soils report for review and approval prior to import activities.

## **2.06 Pre- and Post- Emergent Herbicide**

- A. Clean, and non-staining. Consult with a pesticide specialist.

## 2.07 Tree Stakes and Ties

- A. Trees furnished in #15 nursery containers require 2" diameter stakes. Trees less than 8' in height require an 8' stake; trees 8' or greater in height require a 10' stake. Stakes shall be pine or douglas fir (pressure or non-pressure treated).
- B. Trees furnished in 24" boxes or larger require 3" diameter by 10' long stakes. Stakes shall be, pine or douglas fir (pressure or non-pressure treated).
- ~~C. Tree ties and Tree Guying shall be Super Tree Tie, bursting strength 300psi, tensile strength 300lbs, 1" vinyl impregnated Nylon, waterproof, Manufactured by: Arthur Enterprises. should be cut in to length out of flat woven polypropylene material, 3/4 inch wide, and 900 lb. break strength. Color to be Green. Product to be ArborTie manufactured by Deep Root Partners, L.P. or approved equal.~~
- ~~D.C. Tree guying to be flat woven polypropylene material, 3/4 inch wide, and 900 lb. break strength. Color to be Green. Product to be ArborTie manufactured by Deep Root Partners, L.P. or approved equal.~~

## 2.08 Native Broadcast Seed

- A. Where required, broadcast seed shall be applied as follows:
1. Upland areas

|                                       |               |
|---------------------------------------|---------------|
| Elymus glaucus (Blue Wildrye)         | 10.0 lbs/acre |
| Nassella pulchra (Purple Needlegrass) | 9.0 lbs/acre  |
| Nassella cernua (Nodding Needlegrass) | 6.0 lbs/acre  |
| Melica californica (Californiameljc)  | 3.0 lbs/acre  |
| Vulpia microstachys (Small Fescue)    | 3.0 lbs/acre  |
| Poa secunda (Native Pine Bluegrass)   | 3.0 lbs/acre  |
| Bromus carinaws (California Brome)    | 2.0 lbs/acre  |
  2. Channel / Wetland Edges (bottom to 3' above high water level)

|                                              |               |
|----------------------------------------------|---------------|
| Elymus trachycaulus (Slender Wheatgrass)     | 12.0 lbs/acre |
| Hordeum brachyantherum (Meadow Barley)       | 10.0 lbs/acre |
| Leymus triticoides 'Yolo' (Creeping Wildrye) | 8.0 lbs/acre  |
| Agrostis exarata (Bentgrass)                 | 3.0 lbs/acre  |
| Elymus glaucus (Blue Wildrye)                | 5.0 lbs/acre  |
  3. Wildflowers (addition to seed mix(es) above, if specified)

|                                             |              |
|---------------------------------------------|--------------|
| Clarkia amoena (Farewell to Spring)         | 0.5 lbs/acre |
| Eschscholzia californica (California Poppy) | 2.0 lbs/acre |
| Lupinus nanus {Sky Lupine}                  | 3.5 lbs/acre |
| Nemophila menziesii (Baby Blue Eyes)        | 1.5 lbs/acre |
| Lasthenia californica (Common Goldfields)   | 1.5 lbs/acre |

- B. Areas with sandy, dry soil shall receive: Zorro Annual Fescue 6 lbs/acre, Rose Clover 9 lbs/acre
- C. A fertilizer consisting of 15-15-15 shall be applied at a rate of one half pound per 1,000 square feet. Fertilizer shall be Natural-based, slow release, and balanced in N, P, & K.
- D. Seed for creek banks shall conform to the latest requirements of the California Department of Fish and Game.

### **PART 3 - EXECUTION**

#### **3.01 Site Preparations**

- A. Prior to start of landscaping work, review the site conditions to verify that final grades have been established, plant/turf beds are weed free, and the irrigation system is operational as shown on the Plans and as indicated in the Specifications.
- B. For landscaping within all street right-of-ways, conduct a soils analysis test of the existing soils and remove all lime-treated soils, aggregate base or other non-organic material to a minimum depth of two feet before planting or irrigation installation. Import topsoil to bring the finish grade to specified grades. Submit the soils analysis test results of the imported material prior to import.
- C. Notify the Inspector immediately of any existing conditions which are unacceptable for the commencement of landscaping work.

#### **3.02 Coordination of Work**

- A. Coordinate all work with other trades.

#### **3.03 Preparation of Planting and Turf Areas**

- A. Upon completion of grading and underground activity, Contractor shall obtain a soils test as outlined in 1.06.
- B. Place stockpiled topsoil in all areas to receive planting or turf to a minimum depth of twelve inches (12").
- C. Rip topsoil surface in two directions to a minimum depth of twelve inches (12").
- D. Spread soil amendments at the rates indicated in the soils report.
- E. Rototill amendments to recommended depths. Till amendments to a depth of 6" or as recommended by soils report.
- F. Remove all rock and debris which are greater than ½ inch in areas to be turfed and one inch (1") in areas to be planted.
- G. All planted and turf areas to be smooth and uniform in grade as shown on the Plans.
- H. Planting areas to be sloped to drain as shown on the Plans.

### **3.04 Storage of Plants and Trees**

- A. Protect materials from deterioration during delivery and storage. Adequately protect plants from drying out, exposure of roots to sun, wind or extremes of heat and cold temperatures. If planting is delayed more than 24 hours after delivery, set plants in a location protected from sun and wind. Provide adequate water to the root ball package during the shipping and storage period, including weekends and Holidays.
- B. Soil moisture shall be maintained above wilting point and below field capacity for the root ball substrate or soil.
- C. All plant materials must be available for observation prior to planting. Any plants determined to be damaged or distressed due to improper watering may be rejected by the inspector and shall be replaced at no cost to the City.

### **3.05 Plant Installation**

- A. Tree and Shrub Planting
  - 1. Remove only those plants which will be planted the same day. Place such plants in the proposed locations for review and accepted by the City prior to actual planting. Notify the Inspector a minimum of 48 hours prior to day of planting.
  - 2. Dig planting pits as shown on the Plans and as shown in the Parks Construction Standards. Scarify the sides and bottom of pit to prevent glazing. Fill pit completely with water and allow the water to completely drain from the pit prior to actual planting.
  - 3. Relocate any plantings taller than 6" in height that fall in front of any irrigation head in order to ensure proper coverage of the irrigation system.
  - 4. For pits that retain water, completely penetrate the hardpan layer at the bottom of the pit and backfill with topsoil. Fill pit with water to test and ensure proper drainage.
  - 5. Prior to tree planting a central leader needs to be established by structural pruning, as necessary. Codominant leaders need to be removed or suppressed by structural pruning. Refer to the CALFIRE "Tree Training", "Tree Planting", and "Tree Quality" cue cards and "Tree and Plant Root Management Standard and Quality Expectations" contained in Section 5 of these Standards.
  - 6. Plants shall be removed from their containers only at the time of placement within the plant pit. Perform root pruning on all four sides of the root ball by shaving and cutting away the root ball periphery to reduce the amount of circling roots. Starting from the top and then cutting/slicing down to the bottom of the root ball. On a 15 gal container at least 1-1.5 inches of the root ball periphery needs to be removed by slicing or shaving. On a 24" and 36" box tree at least 2 inches of the root ball periphery needs to be removed

by slicing or shaving. A sharp hand pruning saw needs to be used for the slicing or shaving of the root ball. Refer to the CALFIRE "Root Management" cue card contained in Section 5 of these Standards. This process will remove many girdling and circling roots deflected by the container wall and allows for root penetration within the planting basin. Spread all roots to the side to allow proper root development. Add native backfill and amendments as shown in the Parks Construction Standards and as recommended by the soils testing laboratory.

7. Plant tree at least three inches (2") above grade on mount to prevent bowl effect. The tree's beginning root flare must be located at top of grade with installed sod.
8. Carefully place plant into the plant pit without damaging the root ball. Water the backfill until saturated. For trees, water in by hand after planting using at least ten (10) gallons of water, minimum.
9. Construct berm and place tree stakes and install mulch per the Parks Construction Standards. Mulch is required for trees within the turf area.
10. Where mowing will occur, provide an eight-foot (8') minimum horizontal clearance between trees and other site improvements, including shrubs.
11. Tree ties should be installed via a figure eight loop and each tie shall be secured with a nail on the tree stake. Install two (2) Arbor Ties at 2/3 of tree height and two (2) Arbor Ties at 1/2 of tree height.
12. Tree stakes should be inserted into the ground to a minimum depth of 18".

**B. Groundcover Planting**

1. Place groundcover plants in neat, straight, and parallel rows, triangularly spaced as shown on the Plans and as indicated herein.
2. Start the first row of planting at a distance equal to the on-center spacing required per plan, minimum, from the edge of the adjacent hardscape, mow band or header board.
3. Groundcover shall be installed to the outside edge of the water basins of trees or shrubs.

**3.06 Seeding- Turf and Native**

(Hydroseeding for turf or natural areas)

- A. Lightly scarify areas to be hydroseeded.
- B. Tank, hose and associated apparatus must be thoroughly clean and free of debris or other material prior to placement/spraying of seed.
- C. Hydroseed turf mix shall contain the following:

| Material                   | Application Rate                   |
|----------------------------|------------------------------------|
| Turf Seed                  | Per Manufacturer's Recommendations |
| Wood Cellulose Fiber Mulch | 60 lbs. per 1,000 SF               |

|                     |                                                                                                           |
|---------------------|-----------------------------------------------------------------------------------------------------------|
| Binder              | Per Manufacturer's Recommendation                                                                         |
| Fungicide turf only | 1/3 lb. per 1,000 SF                                                                                      |
| Fertilizer          | Per soils lab recommendation and as approved by Parks, Recreation & Libraries Department                  |
| Soil Conditioner    | Per Soil Conditioner soils lab recommendation and as approved by Parks, Recreation & Libraries Department |

- D. Blend mix in a hydraulic mixer until all material is consistently blended.
- E. Apply mix at a rate of 125 pounds per 1,000 square feet unless otherwise recommended by the manufacturer.
- F. Spray mixture consistently over the area to be hydroseeded. Protect adjacent areas such as paving, walls, play areas and other from overspray.
- G. At the end of each day of spraying operations, clean up all areas where overspray has occurred.
- H. Once seed is placed, it should not be allowed to dry out.

### 3.07 Sod- Turf

- A. Remove all "humps" and depressions prior to sodding.
- B. Keep all sod rolls shaded and moist prior to installation.
- C. Do not store sod rolls more than one (1) day. Sod shall be laid upon delivery.
- D. Unroll sod one at a time for immediate installation.
- E. Provide tight seam between rolls of sod (less than 1/8" gaps).
- F. Stagger rows so that the ends of sod rolls are stepped.
- G. For turf areas where sod is partially provided, add topsoil at all transition edges to same as finish grade.

### 3.08 Mulch

- A. Prior to placing mulch, apply post-emergent herbicide to any weeds present, per label directions.
- B. Prior to placing mulch, apply pre-emergent herbicide in all planting areas, per label directions.
- C. Apply three inches (3") of mulch in all landscape planter areas.
- D. Keep mulch a minimum of three inches (3") away from the trunks of all woody shrubs and four inches (4") away from all trees. Taper mulch profile away from this point to prevent subsequent collection of mulch against trunks.

### 3.09 Watering

- A. Upon completion of each planting or turf area, irrigate appropriately to ensure proper health and growth.
- B. Continually adjust the irrigation for plant needs regardless of air temperature.

### **3.10 Clean-up**

- A. Upon completion of planting operations, collect and remove from site all empty plant containers, debris, rubbish and other trash.
- B. Sweep clean and wash all hardscape areas.
- C. Clean up shall occur, at minimum of once a week, at the end of the work week.
- D. Maintain the entire site in a clean condition to the satisfaction of the City.

### **3.11 Pre-Final (Punch List) Review**

- A. See Section 011000 1.16 of the Summary of Work for notification process.
- B. The following conditions must be met in order for planting to be considered towards substantial completion, as required to enter into the establishment period described in Section 011000, 1.16:
  - 1. For seeded turf:
    - a. Upon completion of the second mowing of completely germinated turf. Second mowing is defined as full coverage of turfed area 90% weed free.
    - b. Root depth – Turf grass roots shall be healthy, creamy-white in color and be 4" or greater in length/depth as measured from the soil surface to root tip. This shall be consistent throughout turfed area.
    - c. Turf shall be of uniform green color with no visible signs of stress due to soil fertility, moisture, disease or pests.
  - 2. For sodded turf:
    - a. Accepted installation of the sod.
    - b. Turf shall be of uniform green color with no visible signs of stress due to soil fertility, moisture, disease or pests.
  - 3. For trees and shrubs:
    - a. Trees and shrubs shall be properly installed, and with no visible signs of stress due to soil fertility, moisture, disease or pests.

### **3.12 Establishment Period**

- A. Active maintenance is required throughout the entire establishment period:
  - 1. Maintain turf to a height of two and one half inches (2-1/2") for cool season turf varieties and one and one half inches (1-1/2") for warm season turf varieties. Maintained height shall be measured from the surface of finish grade to the top of the leaf blade throughout the establishment period, and mowed as frequently as required to maintain said height. At no time shall the leaf blade be mowed or cut more than 1/3 of the length of the blade. Root mass/depth must remain consistent as measured at the start of establishment or greater.
  - 2. Edge all turf areas along hardscape edges.
  - 3. Re-seed all bare areas within the turf as soon as evident.
  - 4. Immediately replace all dead plants.



5. As necessary, raise all trees and shrubs which have sunk within the plant pit beyond the levels indicated in the Standard details.
  6. Keep all areas free of weeds, pests and disease.
  7. For trees located in turf areas, maintain a circle free of turf at a distance described in the Standard details
- B. Prior to the start of the final thirty (30) days of establishment:
1. All plant replacements shall be completed.
  2. All plantings and turf shall be thriving and in a healthy condition.
  3. The lack of active maintenance prior to the final thirty (30) days may constitute a delay in the start of the final thirty (30) days of the establishment period.

### 3.13 Final Review

- A. The Inspector shall review the site for completion of items noted, but not limited to, "B" below. All corrective action is required to enter into the final thirty (30) days of establishment.
- B. The site shall be prepared for review, by ensuring that:
1. All spray heads have been properly adjusted,
  2. Dead plants have been replaced,
  3. Planting areas have been weeded,
  4. Turf areas have full germination, are consistent in green color and are weed-free,
  5. Walkways and paved areas have been swept and washed, and
  6. Turf roots meet standards outlined in 3.10
- C. Failure to complete any one or all of the above items may constitute non-performance of the final review and will require re-scheduling. In this case, the cost of the extended establishment period shall be at no additional cost to the City.

## PART 4 - GUARANTEE

### 4.01 General

- A. Contractor shall provide a written guarantee covering all plant materials (trees & shrubs) furnished by him to be free of all defects or disease and that all plants are in a healthy and thriving condition at the completion of the contract. Deciduous plant material shall be warranted beyond the time of contract completion until such time as growth becomes evident.

(For all park construction projects)

- B. All plants, except those provided by the City, shall be warranted for a period of one (1) year, commencing on the date of final acceptance. The warranty shall be as outlined in Section 011000: Summary of Work, paragraph 1.19.

Project  
Date

---

(For all streetscapes, street landscape frontage, street medians and Lighting & Landscape District projects.)

C. All plants, except those provided by the City, shall be warrantied for a period of nine (9) months, minimum, commencing on the date of final acceptance. Warrantee responsibilities expire upon acceptance and approval of the "Notice of Completion" for the overall development project. The warrantee shall be as outlined in Section 011000: Summary of Work, paragraph 1.19.

**END OF SECTION**

## **SECTION 33 00 00 UTILITIES**

### **PART 1 - GENERAL**

#### **1.01 General Requirements**

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.
- C. The standards set forth in the City of Roseville Design and Construction Standards, latest edition, for storm drainage throughout the project and for sanitary sewer installations within the public rights-of-ways, easements, or as shown on the improvement plans shall be in addition to the standards provided herein.
- D. The standards set forth in the latest edition of the California Building Code (CBC) for sanitary sewer installation within the project site, outside of the public right-of-way or easement shall be in addition to the standards provided herein.

#### **1.02 Description**

- A. Furnish all labor, materials and equipment for the complete installation of the storm drain system and sanitary sewer pipe, and necessary appurtenances as shown on the Plans and as specified herein.
- B. Submit a materials listing for review and approval prior to commencement of specified work.

#### **1.03 Related Work**

- A. Section 31 10 00: Clearing and Grubbing
- B. Section 31 20 00: Earthwork

#### **1.04 Safety Requirements**

- A. Furnish, install and maintain required sheeting, shoring, bracing, and other methods to ensure complete and safe work environment for all workers. Upon completion of work, remove all bracing, shoring, etc. in its entirety, unless otherwise directed by the Inspector.
- B. Prior to excavation or trenching, the Contractor shall contact USA Alert (800) 227-2600 to locate all known utilities a minimum of 48 hours prior to start of work. During the course of construction, the Contractor shall take every precaution to maintain and protect utilities noted to remain. Said utilities shall remain operational at all times, unless otherwise noted on the plans.

- D. The existing utilities are shown on the Plans based on the information available at the time of contract document development. The City shall not assume responsibility for any inaccuracies or incompleteness of the Plans based on such information. The Contractor shall immediately notify, upon damage of any pipeline or facility, the Owner and/or its agents and take every action necessary to repair or replace damaged facilities to the satisfaction of the Inspector, and at no additional cost to the City.
- E. Trenches, excavations and repair of pavement shall be consistent with Section 31 20 00: Earthwork.

#### **1.05 Coordination**

- A. The piping system as shown on the Plans is diagrammatic. The Contractor shall make reasonable adjustments to the layout to avoid conflicts, based on actual field conditions. Said changes shall not interfere with the design intent of the system.

#### **1.06 Tolerance**

- A. The allowable tolerance for the installation of pipe is 0.05 feet within grades or spot elevations indicated on the Plans.

#### **1.07 Product Storage**

- A. Take every precaution to protect the materials and pipes from damage during the delivery, storage and installation of the pipe system. Store in a cool, contained area, protected from direct sunlight and per manufacturer's recommendations. Pipe shall be supported on firm level ground at the site.

#### **1.08 Record Drawings**

- A. The Contractor shall keep an accurate record of the as-built conditions of the storm drain and sanitary sewer system. These records shall be updated daily and kept at the construction site. At any time, the Inspector may examine the conditions of the "as-builts" to ensure compliance of the above.

### **PART 2 - PRODUCTS**

#### **2.01 General**

- A. All products shall conform to City of Roseville Design and Construction Standards, latest edition, except as noted below.

#### **2.02 Drain Pipe**

- A. Solid drainpipe shall be PVC SDR 35 and shall conform to ASTM D1784, or accepted equal. Gasketed connections shall conform to ASTM F477.

- B. Perforated drainpipe shall be smooth walled PVC, open per Caltrans Section 68-1.02K, or accepted equal.

### **2.03 Drain Rock**

- A. Drain rock shall be Class 2 washed,  $\frac{3}{4}$ " diameter.

### **2.04 Filter Fabric**

- A. Filter fabric shall be MiraDRAIN 5000, or accepted equal.

### **2.05 Drains**

- A. Drain Inlets shall be pre-cast and a minimum size of twenty-four inches (24") square or round by Jensen Precast, or accepted equal.
  - 1. Grate shall be heavy duty, cast iron, walk-on, and bolt down.
  - 2. Box extensions shall be Jensen Precast, or accepted equal.
  - 3. The base shall be six inches (6") thick.
  - 4. Walls shall be six inches (6") thick.
  - 5. A "No Dumping" Metal Storm Drain Marker shall be affixed to the concrete color of each drain inlet (See Detail DR-20)
  - 6. Contractor may install cast-in-place drain inlets in lieu of pre-cast drain inlets. Submit shop drawings and concrete mix design for review and approval.
- B. Channel Drains for baseball/softball backstop areas shall be Polycast 600 series pre-sloped trench drains with galvanized steel slotted grates or accepted equal.
- C. Sanitary sewer clean outs shall be as specified in the City of Roseville, Design and Construction Standards, latest edition.

### **2.06 Manholes**

- A. Manholes shall have tongue and groove joints, be forty-eight inches (48") minimum in diameter, meeting ASTM C-478.
- B. Covers shall be cast iron.
- C. All components shall conform to the City of Roseville Design and Construction Standards, latest edition.

### **2.07 Tracer Wire**

- A. Insulated solid copper wire, minimum #12 gauge. Color shall be green.

### **2.08 Sanitary Sewer Pipe**

- A. Vitrified clay pipe (VCP) shall be as specified in Section 91 Sanitary Sewer in the City of Roseville, Design and Construction Standards, latest edition.
- B. PVC SDR 35 may be used for drinking fountain drain applications only, with prior approval, and shall conform to ASTM D3034.

## **2.09 Potable Water Warning Tape**

- A. On sites with both Recycled water and potable water lines. Blue plastic tape, 3 inches wide, with the words "CAUTION: POTABLE WATERLINE" imprinted in minimum 1-inch high, black letters. Imprinting shall be continuous and permanent.

## **2.10 Other (Specify)**

- A. Additional products not listed in City Standard.

# **PART 3 - EXECUTION**

## **3.01 General**

- A. All pipes shall slope uniformly from given elevations shown on the Plans.
- B. All pipes shall be accurately laid true to line and grade, utilizing accepted construction methods.
- C. Damaged or cracked pipe and fittings shall not be installed and shall be removed from site.
- D. Install all pipe in locations shown on the Plans, except where existing conditions necessitate minor changes.
- E. All pipe and fittings shall be kept clean and closed throughout the course of construction.
- F. Connections to existing sanitary sewer stubs shall be "TV-ed" and air tested prior to the start of construction per the City of Roseville Design and Construction Standards, latest edition.

## **3.02 Installation**

- A. Installation of the specified pipe lines shall conform to the City of Roseville Design and Construction Standards, latest edition.
- B. Notify the Inspector a minimum of 48 hours prior to covering of work to ensure timely inspections.
- C. Cutting of AC or concrete paving shall be clean, vertical and straight, using a saw, or other tool specific to this application. Replace paving to existing or better condition prior to work.
- D. Trench and backfill shall be per City of Roseville Design and Construction Standards, latest edition.
- E. Catch basins and drain inlets shall be installed with a concrete collar with "No Dumping" message and fish symbol depressed into the concrete or bolted in place, consistent with Drawing DR-20 the City of Roseville Design and Construction Standards, latest edition.

- F. Drain inlets installed in mulched planter areas shall have a 12-inch wide collar of 2- to 6-inch river cobble placed over filter fabric.
- G. Channel drains shall be set per manufacturer's instructions. Place slotted grates along the entire length of the backstop, including wing fencing, wherever concrete is placed adjacent to the backstop system. Provide a below grade piped connection at all gate openings into the infield area. Do not install grated drain sections at these entry/exit points.
- H. Manholes shall be per City of Roseville Design and Construction Standards, latest edition. Install grate flush with finish grade.
- I. Sanitary Sewer Clean-outs shall be installed with 3M ball markers and shall be located within planted or turf areas, whenever possible. Place clean-outs at 100' intervals throughout the project. Clean-outs shall not be located within play areas. Install per City of Roseville Design and Construction Standards, latest edition.
- J. Upon completion, thoroughly flush storm drain system in the presence of the Parks Inspector.
- K. Installation of additional products not listed in the City Standards.

### **3.03 Tracer Wire**

- A. Install tracer wire on top of the potable water lines
- B. Tracer wire shall be continuous with no splices.

### **3.04 Potable Water Warning Tape**

- A. To be used on all potable water piping installed within the same project limits as on-site recycled water piping.
- B. Install plastic warning tape in pipe backfill, six inches above pipe, for the entire length of the pipe.

### **3.05 Cleaning**

- A. Keep site clean at all times. Remove from the site all debris and rubbish and legally dispose.

**END OF SECTION**



**Parks, Recreation & Libraries Department**

**Section 5:**  
**FORMS & QUALITY EXPECTATIONS**



A/A DOCUMENT G702

**Distribution to:**

OWNER  
ARCHITECT  
CONTRACTOR  
INSPECTOR

KA#

CONTRACT DATE:

Application is made for Payment, as shown, in connection with the Contract. Continuation

## CHANGE ORDER SUMMARY

[illegible]

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for payment has been completed in accordance with the Contract Documents, that all previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

By: \_\_\_\_\_ Date: \_\_\_\_\_

State of: \_\_\_\_\_ County of: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_  
 Notary Public: \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**AMOUNT CERTIFIED** ..... \$  
(Attach explanation if amount certified differs from the amount applied for.)

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect/Inspector certifies to the Owner that to the best of the his/her knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE.....

9. BALANCE TO FINISH, PLUS RETAINAG

(Line 3 less Line 6)

# CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, ba

comprising the above application, the Architect/Ins

of the his/her knowledge, information and belief,

quality of the Work is in accordance with the Contract Documents, the AMOUNT CERTIFIED shall be:

to payment of the AMOUNT CERTIFIED.

Inspector: \_\_\_\_\_

---

Project Manager \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT

**Noted herein:** Issuance, payment and acceptance of the Owner or Contractor under this Contract.

[illegible]

**AMOUNT CERTIFIED**

(Attach explanation if amount certified differs from t

AIA DOCUMENT G703

APPLICATION NUMBER:  
APPLICATION DATE:  
PERIOD TO:

[illegible]

# REQUEST FOR FIELD INSTRUCTION

Distribution to:

☐ OWNER  
☐ ARCHITECT  
☐ CONTRACTOR  
☐ INSPECTOR  
☐ FIELD  
☐ OTHER

CONTRACT FOR (project name, address):

RFI NUMBER:

TO: **City of Roseville**  
**Parks, Recreation & Libraries**  
**Park Development Division**  
311 Vernon Street  
Roseville CA 95678

INITIATION DATE:

CONTRACT DATE:

**Category:**

☐ Direction not given in Contract Documents  
☐ Interpretation of contract requirements  
☐ Conflict in contract requirements

**Reference:**

Contract Drawings \_\_\_\_\_  
Shop Drawings \_\_\_\_\_  
Specifications \_\_\_\_\_

**Subject:**

Submitted By: \_\_\_\_\_ Possible Cost Impact: yes/no Possible Time Impact: yes/no

**REPLY:**

Answered By: \_\_\_\_\_ Date: \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

# CHANGE ORDER

AIA DOCUMENT G701

Distribution to:

☐ OWNER  
☐ ARCHITECT  
☐ CONTRACTOR  
☐ INSPECTOR  
☐ FIELD  
☐ OTHER

CONTRACT FOR (project name, address):

CHANGE ORDER NUMBER:

TO (Contractor):

INITIATION DATE:

CONTRACT DATE:

You are directed to make the following changes in this Contract:

Not valid until signed by both the Owner and Architect/Inspector.

Signature of the Contractor indicates his agreement herewith, including any adjustments in the Contract Sum or Contract Time.

The original (Contract Sum) (Guaranteed Maximum Cost) was .....\$ .....

Net change by previously authorized Change Orders .....\$ .....

The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order was .....\$ .....

The (Contract Sum) (Guaranteed Maximum Cost) will be (increased) (decreased) (unchanged) by this Change Order.

The new (Contract Sum) (Guaranteed Maximum Cost) including this Change Order will be .....\$ .....

The Contract Time will be (increased) (decreased) (unchanged) by ..... ( ) Days.

The Final Contract Working date of this Change Order therefore is .....

Authorized:

City of Roseville, Parks & Recreation Department  
Owner

Architect/Inspector

Contractor

Address

Address

311 Vernon Street

Roseville, CA 95678

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

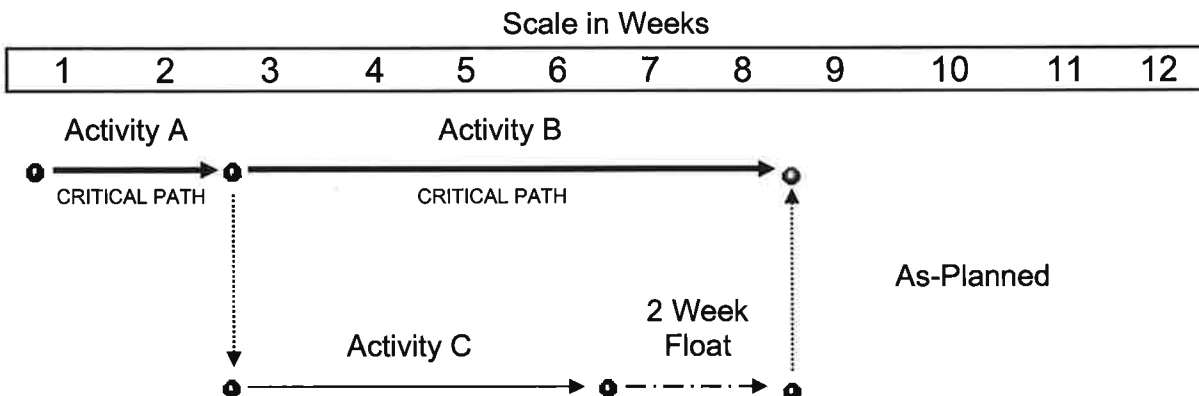
Date: \_\_\_\_\_

## Project Schedule Sample

### Checklist of Preparation of CPM Schedules

1. The structural breakdown of the project.
2. The types of work to be performed and the labor trades involved.
3. Permit requirements.
4. Procurement, fabrication, delivery, installation and test activities for major materials and equipment.
5. Submittal and approval of shop and working drawings and material samples.
6. Availability and access to work areas.
7. Procurement and delivery of owner-furnished equipment.
8. Interfaces and dependencies with preceding, concurrent and follow-up contractors (and their subcontractors, if any).
9. Availability of workforce and special skills required.
10. Material and equipment restrictions and availability.
11. Distance to and from the jobsite for the labor force, the delivery of materials and the company's personnel.
12. Potential utility interruptions.
13. Temporary construction utility storage space.
14. Laydown space and storage space.
15. Environmental controls.
16. Special regulations.
17. Climate considerations.
18. Special construction equipment and techniques.
19. Interim milestone dates.
20. Contingency plans for critical events.
21. Any other significant elements peculiar to the project in question.

### Sample Contemporaneous Time Frame Analysis





## Submittal Summary

Project: \_\_\_\_\_

Contractor: \_\_\_\_\_

Reviewed By: \_\_\_\_\_

To be completed by the  
City of Roseville Project Manager

| # | Item Description | Drawing Sheet /<br>Spec. Reference | (select one)                 | Date<br>Received | Status * | Date<br>Returned |
|---|------------------|------------------------------------|------------------------------|------------------|----------|------------------|
|   |                  |                                    | as specified<br>substitution |                  |          |                  |
|   |                  |                                    | as specified<br>substitution |                  |          |                  |
|   |                  |                                    | as specified<br>substitution |                  |          |                  |
|   |                  |                                    | as specified<br>substitution |                  |          |                  |
|   |                  |                                    | as specified<br>substitution |                  |          |                  |
|   |                  |                                    | as specified<br>substitution |                  |          |                  |
|   |                  |                                    | as specified<br>substitution |                  |          |                  |
|   |                  |                                    | as specified<br>substitution |                  |          |                  |
|   |                  |                                    | as specified<br>substitution |                  |          |                  |
|   |                  |                                    | as specified<br>substitution |                  |          |                  |
|   |                  |                                    | as specified<br>substitution |                  |          |                  |
|   |                  |                                    | as specified<br>substitution |                  |          |                  |

\*Status: 1) No Exceptions Taken, 2) Make Corrections Noted, 3) Revise & Resubmit, 4) Submit Specified Item, 5) Rejected

# CITY OF ROSEVILLE

## PARK IMPROVEMENT INSPECTION RECORD

**Park Name:** \_\_\_\_\_

|            |
|------------|
|            |
| Address    |
|            |
| Contractor |

**\*Building, Public Works (PW) and Environmental Utilities (EU) must sign this card in addition to the Building Inspection Card.**

| For Building Construction<br>Contact Building Department | Date | Inspector |
|----------------------------------------------------------|------|-----------|
| Ground Plumbing                                          |      |           |
| Service Grounding                                        |      |           |
| Foundation/Forms                                         |      |           |
| Wire/Membrane                                            |      |           |
| Joist or Girders                                         |      |           |
| Floor Insulation                                         |      |           |
| Ground Mechanical                                        |      |           |
| Roof Shear                                               |      |           |
| Wall Shear                                               |      |           |
| Rough Mechanical                                         |      |           |
| Rough Plumbing                                           |      |           |
| DWV                                                      |      |           |
| Rough Electrical (Walls)                                 |      |           |
| Rough Framing (Walls)                                    |      |           |
| Roof Framing/Trusses                                     |      |           |
| Insulation                                               |      |           |
| Lath                                                     |      |           |
| Scratch Coat                                             |      |           |
| Sheet Rock Nail                                          |      |           |
| Roof Sheathing                                           |      |           |
| Exterior Shear Nail                                      |      |           |
| Handicap Access                                          |      |           |
| <b>DO NOT COVER UNTIL ABOVE HAVE BEEN ACCEPTED.</b>      |      |           |

| For Utilities Construction                                               | Contact  | Date | Inspector |
|--------------------------------------------------------------------------|----------|------|-----------|
| Water (Street to R/W) (R/W to Building) *                                | EU       |      |           |
| Sewer, incl. TV test (Street to R/W) (R/W to Building) *                 | EU       |      |           |
| Recycled Water                                                           | EU       |      |           |
| Water (Building)                                                         | Bldg     |      |           |
| Sewer (Building)                                                         | Bldg     |      |           |
| Domestic Water (R/W to DF)                                               | EU       |      |           |
| Domestic Water (DF)                                                      | Bldg     |      |           |
| Electrical (Street to transformer)                                       | Electric |      |           |
| Electrical (Transformer to building/lights)                              | Bldg     |      |           |
| Irrigation Mainline                                                      | Parks    |      |           |
| <b>DO NOT COVER UNTIL ABOVE HAVE BEEN ACCEPTED.</b>                      |          |      |           |
| <b>PRESSURE TEST AND APPROVAL REQUIRED UPON COMPLETION OF COMPACTION</b> |          |      |           |
| <b>*Confirm Inspecting Department at Pre-Construction Meeting</b>        |          |      |           |

ACCEPTED PLANS MUST BE ON THE JOBSITE  
OR INSPECTIONS WILL NOT BE MADE.

THIS INSPECTION CARD MUST BE POSTED IN  
A CONSPICUOUS PLACE VISIBLE FROM THE  
STREET.

CONTRACTORS WILL BE RESPONSIBLE FOR ALL  
UTILITY BILLS INCURRED PRIOR TO FINAL  
APPROVAL/ACCEPTANCE.

### City Department List

| Department         | Phone Number   | Fax Number     |
|--------------------|----------------|----------------|
| Parks              | (916) 774-5748 | (916) 746-1759 |
| Engineering        | (916) 774-5339 | (916) 774-5379 |
| Electric           | (916) 774-5600 | (916) 784-3797 |
| Environ. Utilities | (916) 774-5770 | (916) 774-5690 |
| Building*          | (916) 774-5333 | (916) 774-5394 |
| Fire               | (916) 774-5800 | (916) 774-5810 |
| Police             | (916) 774-5000 | (916) 781-2344 |

\*Request for inspection must be called prior to 3:30pm, Monday through Friday, in order to be scheduled for the next business day.

| For Park Improvements                                                     | Contact     | Date | Inspector |
|---------------------------------------------------------------------------|-------------|------|-----------|
| Rough Grading                                                             | Parks       |      |           |
| Storm Drain                                                               | Parks       |      |           |
| Drain & Manhole locations                                                 | Parks       |      |           |
| Electrical Box location                                                   | Parks       |      |           |
| Depth of trenches i.e. SD, SS Irrigation Mainline                         | Parks       |      |           |
| Compaction of trenches, i.e. SD, SS, Irrigation Mainline                  | Parks       |      |           |
| Play Area Drainage                                                        | Parks       |      |           |
| Irrigation Mainline, incl. Pressure test, Trace wire test & Thrust blocks | Parks       |      |           |
| Swing Joints (sample)                                                     | Parks       |      |           |
| Flow Meter                                                                | Parks       |      |           |
| Shade Shelters                                                            | Bldg        |      |           |
| Structural Footings for fencing taller than 6' (backstops, netting, etc.) | Bldg        |      |           |
| <b>DO NOT COVER UNTIL ABOVE HAVE BEEN ACCEPTED</b>                        |             |      |           |
| Compaction tests for hardscape                                            | Parks       |      |           |
| Hardscape layout                                                          | Parks       |      |           |
| Preliminary finish grading                                                | Parks       |      |           |
| Overall ADA compliance                                                    | Parks       |      |           |
| ADA Compliance to Structure/Bldg                                          | Bldg        |      |           |
| Concrete Forms (prior to pouring)                                         | Parks       |      |           |
| Concrete Finish (sample)                                                  | Parks       |      |           |
| Concrete                                                                  | Parks       |      |           |
| Electrical (Struct. Footings)                                             | Bldg        |      |           |
| Grout Pack (for walls)                                                    | Parks       |      |           |
| Asphalt Paving                                                            | PW or Parks |      |           |

| For Park Improvements                                             | Contact | Date | Inspector |
|-------------------------------------------------------------------|---------|------|-----------|
| SWPPP                                                             | PW      |      |           |
| Plant Material (upon delivery)                                    | Parks   |      |           |
| Plant Placement (prior to planting)                               | Parks   |      |           |
| Irrig. Head Coverage (prior to seeding)                           | Parks   |      |           |
| Site Furniture Locations (prior to installation)                  | Parks   |      |           |
| Sign Locations (prior to installation)                            | Parks   |      |           |
| Controller Installation & Programming (prior to final acceptance) | Parks   |      |           |
| DF- Plumbing                                                      | Bldg    |      |           |
| Bacteria Test                                                     | EU      |      |           |

### Other

| For Park Improvements | Contact | Date | Inspector |
|-----------------------|---------|------|-----------|
|                       |         |      |           |
|                       |         |      |           |
|                       |         |      |           |
|                       |         |      |           |
|                       |         |      |           |
|                       |         |      |           |
|                       |         |      |           |

### Comments

|  |
|--|
|  |
|  |
|  |
|  |
|  |
|  |
|  |

This completed inspection record shall be submitted to the Parks Department Project Manager prior to final acceptance of the project.

### Final Sign Off

\_\_\_\_\_  
Parks Inspector

\_\_\_\_\_  
Date



# CITY OF ROSEVILLE

## STREETSCAPE INSPECTION RECORD

**PROJECT NAME:**

PROJECT ADDRESS:

CITYWIDE JOB #:

EN #:

CONTRACTOR (NAME & PHONE #):

FOREMAN (NAME & PHONE #):

**APPROVED PLANS AND PARKS CONSTRUCTION STANDARDS (CURRENT EDITION)  
MUST BE PRESENT ON THE JOBSITE OR INSPECTIONS WILL NOT BE MADE.  
THIS INSPECTION CARD MUST BE AVAILABLE AT THE PROJECT SITE AT ALL TIMES.  
CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY BILLS INCURRED PRIOR TO FINAL  
APPROVAL/ACCEPTANCE.**

CITY INSPECTOR TO DATE AND INITIAL EACH BOX BELOW AS EACH ITEM IS APPROVED FOR EACH SHEET/PAGE#

| Irrigation Main Line                                             | Sheet/Page # | Sheet/Page # | Sheet/Page # | Sheet/Page # | Sheet/Page # |
|------------------------------------------------------------------|--------------|--------------|--------------|--------------|--------------|
| 24" Coverage (24" distance between top of pipe and finish grade) |              |              |              |              |              |
| Trace Wire                                                       |              |              |              |              |              |
| Control Valve Wires (2 extra)                                    |              |              |              |              |              |
| Saddle Taps                                                      |              |              |              |              |              |
| Control Valves (gate/ball valve & union)                         |              |              |              |              |              |
| Quick Coupler                                                    |              |              |              |              |              |
| Gate Valves                                                      |              |              |              |              |              |
| Reclaimed Water Tape                                             |              |              |              |              |              |
| Thrust Blocks (48 hrs. before MPT)                               |              |              |              |              |              |
| Sleeves                                                          |              |              |              |              |              |
| Mainline Pressure Test (MPT)                                     |              |              |              |              |              |
| Backfill & Compaction                                            |              |              |              |              |              |

**DO NOT COVER UNTIL ALL OF THE ABOVE IS ACCEPTED**

| Irrigation Laterals                                              | Sheet/Page # | Sheet/Page # | Sheet/Page # | Sheet/Page # | Sheet/Page # |
|------------------------------------------------------------------|--------------|--------------|--------------|--------------|--------------|
| 18" Coverage (18" distance between top of pipe and finish grade) |              |              |              |              |              |
| Swing Arms                                                       |              |              |              |              |              |
| Spray Heads                                                      |              |              |              |              |              |
| Sleeves                                                          |              |              |              |              |              |
| Backfill & Compaction                                            |              |              |              |              |              |

**DO NOT COVER UNTIL ALL OF THE ABOVE IS ACCEPTED**

| Valve Boxes                | Sheet/Page # | Sheet/Page # | Sheet/Page # | Sheet/Page # | Sheet/Page # |
|----------------------------|--------------|--------------|--------------|--------------|--------------|
| Valve Boxes                |              |              |              |              |              |
| Permanently Branded & Tags |              |              |              |              |              |

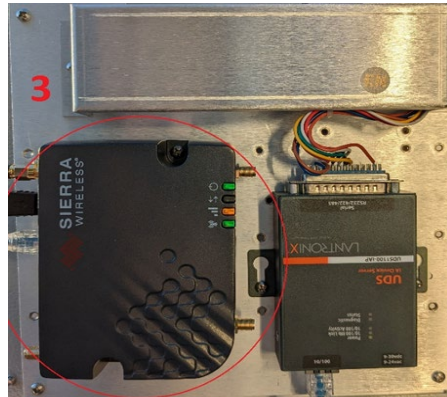
|                                                                                                                                          |              |              |              |              |              |
|------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------|--------------|--------------|--------------|
| <b>Soil / Site Preparation</b>                                                                                                           | Sheet/Page # | Sheet/Page # | Sheet/Page # | Sheet/Page # | Sheet/Page # |
| Soil Analysis                                                                                                                            |              |              |              |              |              |
| Soil Amendments                                                                                                                          |              |              |              |              |              |
| Rototilling                                                                                                                              |              |              |              |              |              |
| Finish Grade                                                                                                                             |              |              |              |              |              |
| Pre-emergent                                                                                                                             |              |              |              |              |              |
| <b>Plant Material Quality</b>                                                                                                            | Sheet/Page # | Sheet/Page # | Sheet/Page # | Sheet/Page # | Sheet/Page # |
| Trees                                                                                                                                    |              |              |              |              |              |
| Shrubs                                                                                                                                   |              |              |              |              |              |
| Turf                                                                                                                                     |              |              |              |              |              |
| <b>Plant Material Installation</b>                                                                                                       | Sheet/Page # | Sheet/Page # | Sheet/Page # | Sheet/Page # | Sheet/Page # |
| Trees                                                                                                                                    |              |              |              |              |              |
| Shrubs                                                                                                                                   |              |              |              |              |              |
| Turf                                                                                                                                     |              |              |              |              |              |
| Mulch                                                                                                                                    |              |              |              |              |              |
| <b>Irrigation POC &amp; Controller</b>                                                                                                   | Sheet/Page # | Sheet/Page # | Sheet/Page # | Sheet/Page # | Sheet/Page # |
| Master Valve Flow Sensor                                                                                                                 |              |              |              |              |              |
| Automatic Controller                                                                                                                     |              |              |              |              |              |
| <b>Irrigation Final Items</b>                                                                                                            | Sheet/Page # | Sheet/Page # | Sheet/Page # | Sheet/Page # | Sheet/Page # |
| Coverage Test                                                                                                                            |              |              |              |              |              |
| Cross Connection Survey                                                                                                                  |              |              |              |              |              |
| <b>Construction Reviews</b>                                                                                                              | Sheet/Page # | Sheet/Page # | Sheet/Page # | Sheet/Page # | Sheet/Page # |
| Pre-final Review                                                                                                                         |              |              |              |              |              |
| Maintenance Period                                                                                                                       |              |              |              |              |              |
| Final Review                                                                                                                             |              |              |              |              |              |
| <b>Turn-In Requirements</b>                                                                                                              | Sheet/Page # | Sheet/Page # | Sheet/Page # | Sheet/Page # | Sheet/Page # |
| As-Built Plans                                                                                                                           |              |              |              |              |              |
| Controller Chart                                                                                                                         |              |              |              |              |              |
| <b>Other Misc. Inspections</b>                                                                                                           | Sheet/Page # | Sheet/Page # | Sheet/Page # | Sheet/Page # | Sheet/Page # |
|                                                                                                                                          |              |              |              |              |              |
|                                                                                                                                          |              |              |              |              |              |
|                                                                                                                                          |              |              |              |              |              |
|                                                                                                                                          |              |              |              |              |              |
|                                                                                                                                          |              |              |              |              |              |
|                                                                                                                                          |              |              |              |              |              |
| <b>INSPECTIONS MUST BE CALLED-IN 48 HOURS PRIOR TO DESIRED INSPECTION TIME.</b><br><b>A CITY INSPECTOR WILL RESPOND WITHIN 48 HOURS.</b> |              |              |              |              |              |
| PRIMARY CITY INSPECTOR:                                                                                                                  |              |              | PHONE#       |              |              |
| SECONDARY CITY INSPECTOR:                                                                                                                |              |              | PHONE#       |              |              |

## Calsense Controller - Third Party Communications Installation

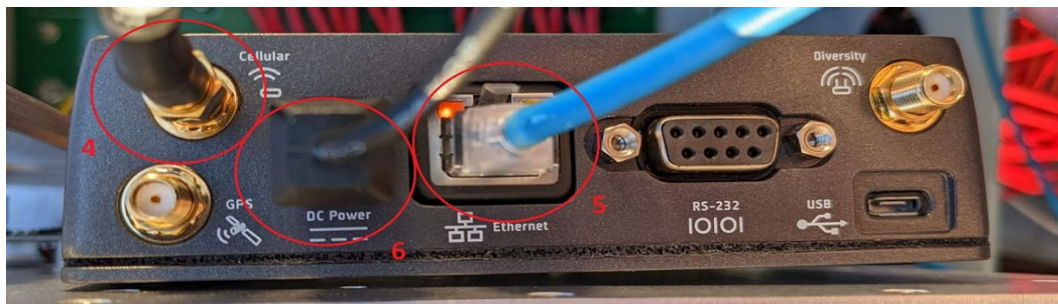
1. Ensure all Calsense components are installed and functional. Power down the controller.
2. Ensure the GR Stubby antenna is mounted on top of the controller. If it is not mounted, a 1/2" hole must be drilled to insert the antenna into the top right-hand corner of the cabinet. (see picture)



3. Attach Sierra Wireless Airlink device to the rear of the Calsense control board, next to the pre-installed Calsense modem. Ensure enough space is given for the power and ethernet connectors. (see picture)



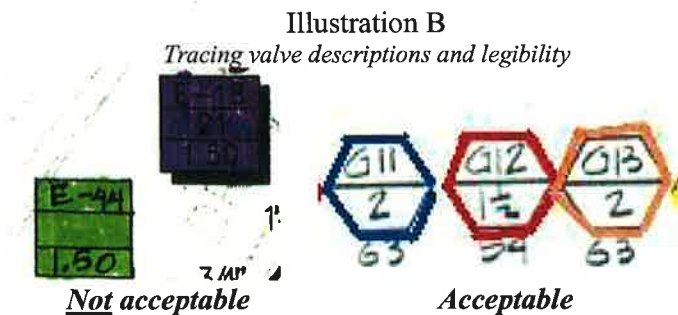
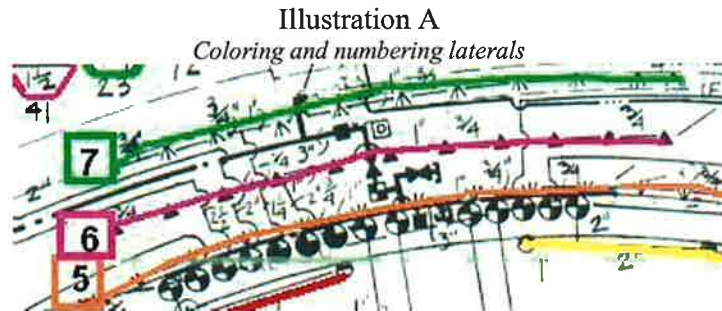
4. Attach GR Stubby antenna cable to Airlink device on "Cellular" port. (see picture)
5. Attach ethernet cable to the "Ethernet" ports on both the Airlink device and Calsense modem. (see picture)
6. Attach the AC adapter to the "DC Power" port on the Airlink device, then plug into one of the power outlets on the lower half of the controller. (see picture)



7. Power on the controller. The power light on the Airlink device should illuminate.
8. Contact site inspector to activate wireless service. This should be done at least one week prior to the Calsense controller inspection.

## Irrigation Color Laminate Schematic Example

1. A minimum of 5 colors should be used, and separated so no adjoining laterals are the same color.
2. Laterals shall be traced in a manner that reflects the actual pipe installation, and to include all heads. In cases where Nettafim is used, the area covered by the valve should be outlined. (*see illustration A*)
3. Valve descriptions shall be outlined with the same color as the lateral it runs. DO NOT color in or cover the valve description with color. The valve number shall also be printed at/on the actual lateral. (*see illustration B*)
4. Valve descriptions should be of a size and quality that is easily legible (More than one sheet may be required for larger areas).
5. Valve descriptions shall accurately reflect the valve number, size and flow rate as it is installed.



*\*See complete example on next page*

\*\*\**Not to scale*

Controller Name

| Station | In Use                              | Flow Rate (gpm) |  |  | Size (sq. ft.) | Precipt Rate (in/hr) | Description |
|---------|-------------------------------------|-----------------|--|--|----------------|----------------------|-------------|
| 1       | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 2       | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 3       | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 4       | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 5       | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 6       | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 7       | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 8       | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 9       | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 10      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 11      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 12      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 13      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 14      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 15      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 16      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 17      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 18      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 19      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 20      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 21      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 22      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 23      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 24      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 25      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 26      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |



Controller Name

| Station | In Use                              | Flow Rate (gpm) |  |  | Size (sq. ft.) | Precipt Rate (in/hr) | Description |
|---------|-------------------------------------|-----------------|--|--|----------------|----------------------|-------------|
| 27      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 28      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 29      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 30      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 31      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 32      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 33      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 34      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 35      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 36      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 37      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 38      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 39      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 40      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 41      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 42      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 43      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 44      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 45      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 46      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 47      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
| 48      | <input checked="" type="checkbox"/> | 1               |  |  |                |                      |             |
|         |                                     |                 |  |  |                |                      |             |
|         |                                     |                 |  |  |                |                      |             |



## **Coverage Tests and Irrigation Audits for City of Roseville Parks and Streetscapes**

### **Purpose:**

- Maximize irrigation water efficiency by ensuring proper installation and functioning of irrigation system as designed.
- Analyze water requirements and irrigation use in the context of each site's unique conditions.
- Develop irrigation schedules based on water requirements, quality and availability.
- Make maintenance recommendations to keep the irrigation system working reliably and cost effectively.

### **Coverage Tests:**

- Prior to planting, the Contractor shall perform a coverage test to confirm that water coverage is complete and adequate, and produces no overspray onto hardscapes.
- Performed on the entire irrigation system and in the presence of the Parks Inspector.
- The irrigation system must be connected to the City water system through the water meter. Temporary connections are not allowed.
- For park projects with turf:
  - o Survey of the Distribution Uniformity (Low Quarter) of each irrigation zone containing turf to be performed prior to planting of turf.
  - o The irrigation system must be 100% complete, including functionality of the irrigation controller and booster pump, if present.
  - o Reported deficiencies in Distribution Uniformity may require corrective measures prior to approval of turf planting.

### **Irrigation Audits:**

- A landscape irrigation audit shall be performed after all landscape and irrigation is installed and 100% complete.
- All landscape irrigation audits shall be conducted by a third party certified landscape irrigation auditor. Landscape audits shall not be conducted by the person who designed the landscape or installed the landscape.
- The water audit shall conform to the specific water audit requirements of the City of Roseville Environmental Utilities Department, and any supplemental requirements from the City of Roseville Parks, Recreation & Libraries



Department. The contractor shall submit a comprehensive landscape irrigation audit. This shall include, but is not limited to:

- o A completed Field Audit Submission Package **(City of Roseville provided forms only)**
- o Complete system evaluation, including site conditions, system and flow data.
- o Scheduling parameters used to set the irrigation controller.
- o An Irrigation schedule for the landscape provided to the owner.
- A minimum of 25% of all zones shall be audited. The 25% minimum shall be a representative sample of each irrigation method present (i.e. Rotors, bubblers, rotary nozzles, drip, etc.), and is in addition to any turf zones audited during the coverage test.
- Any deficiencies noted in the audit report such as, but not limited to, run-off, overspray, obstruction of spray patterns, etc., shall be corrected and signed off as such by the original irrigation auditor prior to submission of the report. Do not submit audit reports with uncorrected deficiencies.

#### **Best Management Practices for Preparing for a Water Audit**

|                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| System tune-up                                                                                                    | <ul style="list-style-type: none"> <li>• Level and adjust sprinkler heads flush with finish grades or as outlined in the Parks Construction Standards.</li> <li>• Flush all nozzles, unplug any plugs.</li> <li>• Adjust spray patterns to eliminate overspray over hardscapes, fences and walls.</li> <li>• Double check all heads are matched precipitation rates per station.</li> </ul> |
| Calculate correct run times.<br><br>Develop water schedules based on weather and/or fine tune the water schedules | <ul style="list-style-type: none"> <li>• Recognize that each station's performance will vary. Adjust schedules outlined in the approved plans accordingly.</li> <li>• Reflect changes in actual site conditions and microclimates.</li> <li>• Make notations of schedule adjustments on the as-built plans.</li> </ul>                                                                      |
| Test operating pressures                                                                                          | <ul style="list-style-type: none"> <li>• Test pressure at the point of connection (after the backflow), middle of the system and at the end of the system.</li> <li>• Consider pressure changes at build-out.</li> </ul>                                                                                                                                                                    |

*\*excerpted from "Certified Landscape Irrigation Auditor" book by the Irrigation Association.*

## Water Audit Checklist: A Guide to Preparing For and Conducting an Audit

Site Name: \_\_\_\_\_ Date: \_\_\_\_\_

Auditor: \_\_\_\_\_

Controller ID #: \_\_\_\_\_ Total # of Stations: \_\_\_\_\_

|                                                                                                             |  |  |  |  |  |  |
|-------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|
| Station #:                                                                                                  |  |  |  |  |  |  |
| Plant Material Type (T= Turf; L= Landscaping)                                                               |  |  |  |  |  |  |
| Sprinkler Type (R=Rotor, S = Pop-Up Spray, W = water efficient –drip, sub surface, micro, mp rotator, etc.) |  |  |  |  |  |  |
| Observed Problems:                                                                                          |  |  |  |  |  |  |
| Valve Malfunctions                                                                                          |  |  |  |  |  |  |
| Low Pressure                                                                                                |  |  |  |  |  |  |
| High Pressure                                                                                               |  |  |  |  |  |  |
| Tilted Sprinkler Heads                                                                                      |  |  |  |  |  |  |
| Spray Deflection                                                                                            |  |  |  |  |  |  |
| Sunken Sprinkler Heads                                                                                      |  |  |  |  |  |  |
| Worn or Broken Sprinkler Heads                                                                              |  |  |  |  |  |  |
| Missing Sprinkler Heads                                                                                     |  |  |  |  |  |  |
| Unmatched Precipitation Nozzles                                                                             |  |  |  |  |  |  |
| Plugged Equipment                                                                                           |  |  |  |  |  |  |
| Arc Management                                                                                              |  |  |  |  |  |  |
| Low Sprinkler Drainage                                                                                      |  |  |  |  |  |  |
| Leaky Seals or Fittings                                                                                     |  |  |  |  |  |  |
| Lateral or Drip Line Leaks                                                                                  |  |  |  |  |  |  |
| Slow Drainage or Ponding                                                                                    |  |  |  |  |  |  |
| Thatch or Roots of Mature Plantings impacting water Infiltration                                            |  |  |  |  |  |  |
| Compaction/Run-Off                                                                                          |  |  |  |  |  |  |
| Improper Zoning/Microclimate                                                                                |  |  |  |  |  |  |
| Lack of Adequate Flows                                                                                      |  |  |  |  |  |  |
| Run Time Length                                                                                             |  |  |  |  |  |  |
| Run Time Cycles                                                                                             |  |  |  |  |  |  |
| Run Time Days/Week                                                                                          |  |  |  |  |  |  |
| Flow Sensors Installed/Functioning                                                                          |  |  |  |  |  |  |
| Pressure After Backflow                                                                                     |  |  |  |  |  |  |
| Pressure at Middle of System                                                                                |  |  |  |  |  |  |
| Pressure at Last Sprinkler in System                                                                        |  |  |  |  |  |  |
| Comments:                                                                                                   |  |  |  |  |  |  |

# Root Management Cue Card

Consistent root management in the nursery promotes structurally stable and healthy trees in the landscape. Improperly managed root balls can form permanent defects, such as circles and bends on the periphery. Follow these guidelines for managing roots to reduce defects on young trees.

The root ball should be inspected at each shift to a larger container starting with the liner (the young tree in its original container, Fig. 1A). Root pruning on the periphery and bottom of liner root ball removes most defects (Fig. 1B).

Cut a root back to the point just behind the bend (Fig. 2A) to remove the bend. Cutting the root at a point after the bend (Fig. 2B) is less effective because the bend remains. Roots that grow down and around the sides of the liner root ball become woody as they enlarge in diameter (Fig. 3, right). These woody roots retain their original deflected orientation, which can cause health and stability problems for the tree.

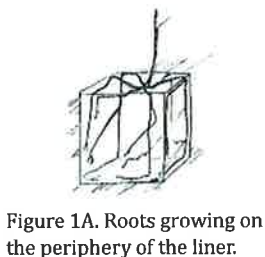
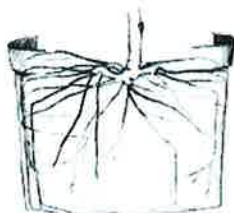


Figure 1A. Roots growing on the periphery of the liner.



Figure 1B. Pruning the liner to remove roots growing on the periphery.

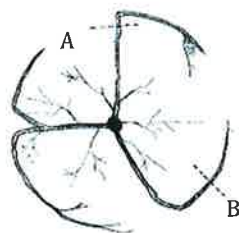


Figure 2. Cut roots at (A) to form new roots that grow away from the trunk (see Fig. 5). Do not cut roots at (B), since the defects can regrow.

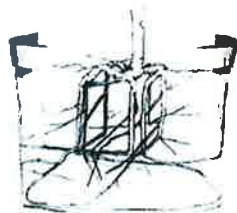


Figure 3. A quality root system develops if the roots of liners (see Fig. 1) are properly pruned when the tree is shifted to a larger container (left). A poor root system develops when deformed roots are not pruned during shifting (right).

Pruning a tree's roots when shifting it to a larger container or before planting it in the landscape improves the root system because it cuts roots back to straight, radial root segments attached to the trunk (Fig. 4). A pruned root ball will be smaller than it was before pruning. Certain types of containers reduce root growth on the periphery of the root ball, so less root pruning may be needed. In some instances, root defects develop further inside the root ball. In these cases, prune root balls deep enough to remove defects.

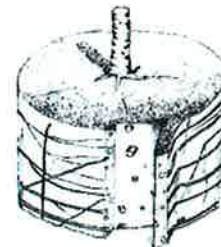


Figure 4. Pruning the roots on the periphery of a container root ball.

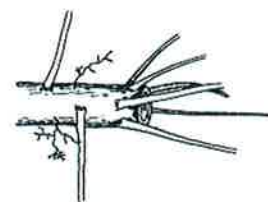


Figure 5. Roots growing from a cut root.

In the weeks and months following root pruning, new roots grow away from the cut ends in a fanlike manner (Fig. 5). These new roots provide greater stability and should not girdle the tree.

Whether root defects can be corrected depends on their location in the root ball, severity, tree species, water management, size of roots, and time of year. It is easier to cut defective roots when a tree is younger than when it is older (Fig. 6).

Ideally, roots should be inspected and defective roots pruned at each shift to a larger container, reducing the need to heavily prune larger roots.

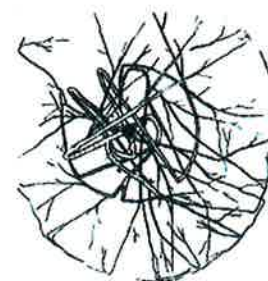


Figure 6. The liner, 5-gallon, and 15-gallon containers left an imprint on this root system. These root defects would be difficult to correct at this stage.

Copyright © 2010 Edward F. Gilman and Brian Kempf [www.urbantree.org](http://www.urbantree.org)



# Tree Training Cue Card

Trees that grow to be large are more structurally sound and cost-effective to maintain when trained with a central dominant leader that extends 30 feet or more into the crown (Fig. 1, left). Vigorous, upright branches and stems that compete with the central leader can become weakly attached (Fig. 1, right).

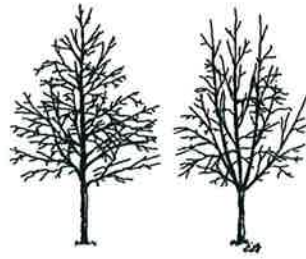


Figure 1. Good tree structure (left); poor structure (right).

Trees with branches spaced along the central leader, or trunk, (Fig. 1, left) are stronger than trees with branches clustered together (Fig. 1, right). Prune newly planted trees to one central leader by shortening competing stems (Fig. 2). All branches and stems should be shorter than the central leader after pruning is completed (Fig. 2, right).

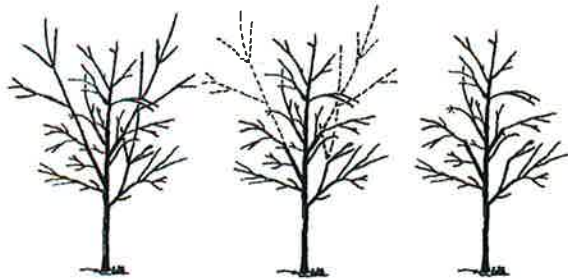


Figure 2. Shorten competing stems to improve structure.

Shorten or remove branches that are larger than half the trunk diameter at planting and every few years thereafter. Shorten them by cutting back to a live lateral branch (Fig 3, top drawing). This lateral branch should be pointed away from the trunk and it should not be growing upright. The central leader should be more visible in the crown center after pruning. Only large-diameter branches need to be pruned because they compete with the leader and could be weakly attached (Fig 3, L). Small branches (Fig. 3, S) do not need pruning because they will not compete with the leader.

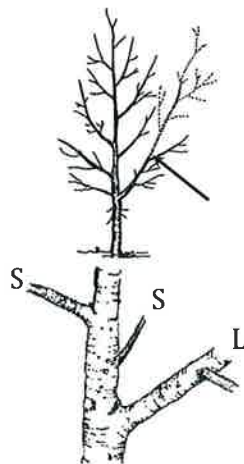


Figure 3. Only large branches need pruning (L). Small branches (S) do not need to be pruned.

Shorten the largest low branches when the tree is young to keep them small (Fig. 4). These shortened branches may be removed later for clearance; removing small branches creates smaller wounds with less likelihood of decay.

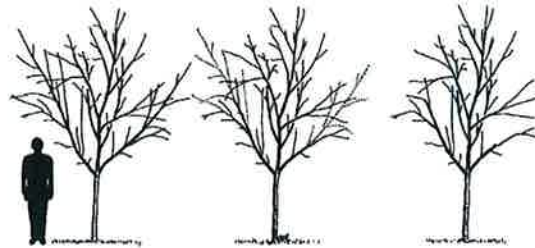


Figure 4. Shorten larger low branches to encourage growth in the leader and improve tree structure.

The best way to shorten large or long stems and branches is to cut them back to a live lateral branch (Fig 5). This slows growth on the pruned parts and encourages growth in the dominant leader creating sound structure.



Figure 5. Reduce a stem back to a live lateral branch to slow its growth.

Remove larger branches by making three cuts (Fig. 6). This prevents the bark from peeling or splitting off the trunk below the cut. Make the final cut back to the branch collar (enlarged area around union of branch and trunk).

## Structural Pruning Checklist

1. Develop and maintain a central leader.
2. Identify the lowest branch in what will become the permanent crown.
3. Prevent branches below the permanent crown from growing larger than half the trunk diameter.
4. Space main branches along the central leader.
5. Reduce vigorous upright stems back to lateral branches.

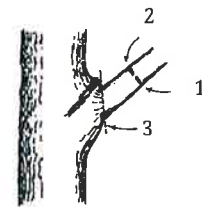


Figure 6. Remove large branches using three cuts.

## Pruning Safety

Prune from the ground using proper tools and safety equipment. Do not prune near power lines.

Copyright © 2010 Edward F. Gilman and Brian Kempf [www.urbantree.org](http://www.urbantree.org)



# Tree Planting Cue Card

**Selecting quality trees:** Planting quality trees begins by choosing vigorous, structurally sound trees from the nursery. Strong trees have straight roots, a thick trunk with taper, and a good branch structure appropriate for the species (Fig. 1). The root collar (the uppermost roots) should be in the top 2 inches of the root ball.



Figure 1. Quality tree ready for planting.

**Digging the hole:** A firm, flat-bottomed hole will prevent trees from sinking. Dig the hole only deep enough to position the root collar even with the landscape soil surface (Fig. 2). Use a rototiller or shovel to loosen soil in an area three times the size of the root ball. This loose soil promotes rapid root growth and quick establishment.

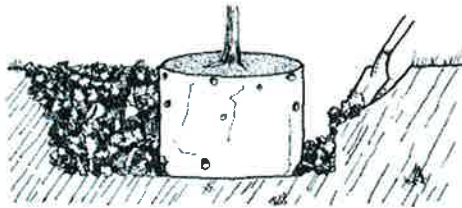


Figure 2. Loosening soil in a large area around the root ball allows for rapid root growth and quick establishment.

## Installing the tree:

Remove soil and roots from the top of the root ball to expose the root collar; cut away any roots that grow over the collar (Fig. 3). Also cut any roots that circle or mat along the sides and bottom of the root ball (Fig. 4). The root collar should be even with the landscape soil after planting (see Fig. 3). Backfill with soil removed from the hole. Minimize air pockets by packing gently and applying water. Build a berm 4 inches tall around the rootball to help force water through the root ball. Enlarge the berm as the tree establishes.

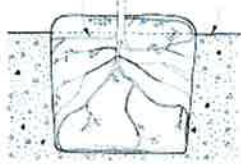


Figure 3. Remove soil and roots growing over the root collar (A) and place collar level with soil surface (B).

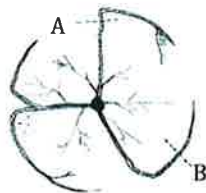
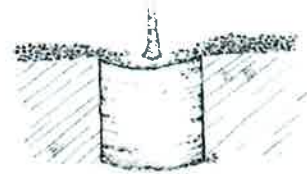


Figure 4. Cut roots at (A) to form new roots that grow away from the trunk. Do not cut roots at (B), since the root defects will regrow.

**Staking:** Staking holds trees erect and allows the root ball to anchor. Secure the trunk at the point where the tree stands straight. A second stake tied directly to the trunk made of bamboo may be required to straighten the upper trunk.

**Mulching:** A layer of organic mulch, such as leaf litter, shredded bark, or wood chips, helps protect tree roots from temperature extremes and conserves soil moisture. Mulch also helps prevent grass from competing with the tree for water and nutrients. The mulched area makes it easier to operate mowers and weed eaters without hitting the trunk and compacting soil. Apply mulch to a depth of 3 to 4 inches (slightly thinner on top of the root ball).



**Irrigating:** Consistent irrigation is critical for establishment.

1. Apply about 3 gallons irrigation per inch of trunk diameter to the root ball 2 or 3 times a week for the first growing season.
2. Increase volume and decrease frequency as the tree becomes established.
3. Weekly irrigation the second year and bimonthly irrigation the third year should be sufficient for establishment.
4. Once established irrigation requirements depend on species, climate and soil conditions.
5. Irrigation devices should be regularly checked for breaks and leaks.

**Pruning:** Training young trees promotes structurally sound growth and overall tree health. Cut back or remove codominant stems (stems that compete with the central leader) to encourage growth in the central leader (below).

## Before Pruning



## After Pruning





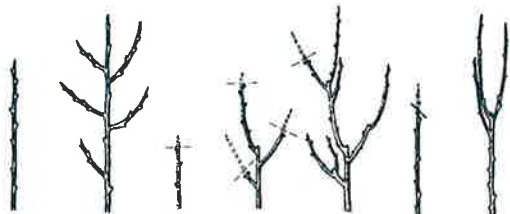
# Tree Quality Cue Card

Shade trees that grow to be large should have one relatively straight central leader. Heading the tree is acceptable provided the central leader is retrained.

Desirable

Desirable

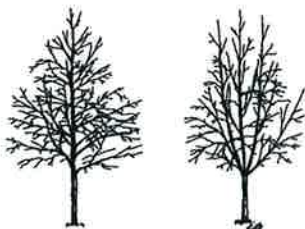
Not desirable



Main branches should be well distributed along the central leader, not clustered together. They should form a balanced crown appropriate for the cultivar or species.

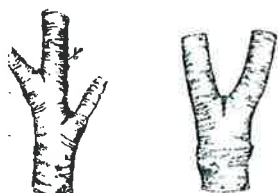
Desirable

Not desirable



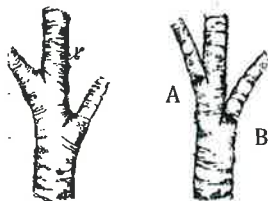
Desirable

Not desirable



Desirable

Not desirable



Desirable

Not desirable



The diameter of branches that grow from the central leader, or trunk, should be no larger than two-thirds (one-half is preferred) the diameter of the trunk measured just above the branch.

The largest branches should be free of bark that extends into the branch union, known as included bark (see A and B).

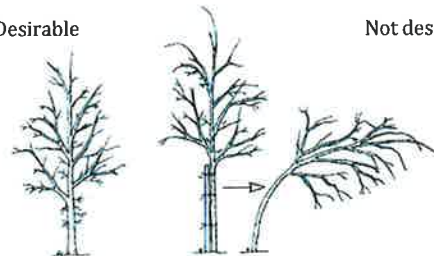
Temporary branches particularly on trees less than 1 inch caliper should be present along the lower trunk below the lowest main branch. These branches should be no larger than 3/8 inch in diameter.

The trunk should be free of wounds, sunburned areas, conks (fungal fruiting bodies), wood cracks, bleeding areas, signs of boring insects, cankers, or lesions. Properly made recent pruning cuts are acceptable.

The trunk caliper (thickness) and taper should be sufficient so that the tree remains vertical without a stake.

Desirable

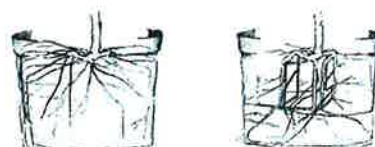
Not desirable



The root collar (the uppermost roots) should be within the upper 2 inches of the soil media (substrate). The root collar and the inside portion of the root ball should be free of defects, including circling, kinked, and stem girdling roots. You may need to remove soil near the root collar to inspect for root defects.

Desirable

Not desirable



The tree should be well rooted in the soil media. Roots should be uniformly distributed throughout the container. The tree's structure and growth should be appropriate for the species or cultivar. When the container is removed, the root ball should remain intact. When the trunk is lifted, both the trunk and root system should move as one.

The root ball should be moist throughout at the time of inspection and delivery. The roots should show no signs of excess soil moisture as indicated by poor root growth, root discoloration, distortion, death, or foul odor. The crown should show no signs of moisture stress as indicated by wilted, shriveled, or dead leaves or branch dieback.

Copyright © 2010 Edward F. Gilman and Brian Kempf [www.urbantree.org](http://www.urbantree.org)



## STRUCTURAL PRUNING GUIDELINES OF NEW TREES

- Structural prune tree before you plant it.
- Develop and/or maintain a central leader.
- Remove dead branches at the point of attachment.
- Remove diseased, decayed, broken, weakly attached, and/or crossing branches.
- Reduce or remove co-dominant leaders and branches.
- Space main branches along one central leader.

**BEFORE**



**OPTION A:  
REDUCTION CUT**



**OPTION B:  
REMOVAL CUT**



### The City of Roseville's Mission Statement

"To create and maintain a vibrant community environment and enhance the quality of life for our residents, businesses, customers and partners."

### We accomplish this by...

Providing exceptional facilities, programs and services in a fiscally responsible manner.

### Parks, Recreation & Libraries Mission

To enhance lives and the community by providing exceptional experiences.

For additional information, contact the Parks, Recreation & Libraries Department

Tel: 916 772-PLAY (7529)

Fax: 916 774-5251

[www.roseville.ca.us/parks](http://www.roseville.ca.us/parks)

UPDATED JUNE 2015

## Tree and Plant Root Management Standards & Quality Expectations

Parks, Recreation & Libraries



This brochure is provided to you to ensure that the City's expectations are conveyed to you in a practical and understandable format. These standards and quality expectations are outlined in greater detail in the Parks Construction Standards.





## GIRDLING / CIRCLING ROOTS

If trees are held too long in containers / boxes roots are not able to spread out to the sides anymore and will be deflected by the sidewalls of the container. Roots will then start to girdle or circle around the container walls. If a tree is planted with a circling or girdling roots, the roots will continue to circle and girdle; the roots will not be able to extend to the sides. Trees planted with a girdled or circled root system will also create a structural instability in the future and the trees will fall over within 5 years of planting. Proper root pruning will assure safe, sound and healthy trees.

## EXAMPLES



## ROOT PRUNING GUIDELINES PRIOR TO PLANTING

Root prune root ball on all four sides by shaving/cutting by using a sharp hand pruning saw. Start at the top of the root ball and slice down to the bottom like a cake; slice/shave all 4 sides.



On a 15 gal tree cut/shave at least 1-1.5 inches off the root ball on all 4 sides.



On a 24" or 36" box tree cut/shave at least 2 inches of root ball on all 4 sides.



Cut and remove all remaining/ girdling roots with a sharp pruning shear.



This process will remove any girdling and circling roots deflected by the container wall.

Spread all roots of the sliced root ball to the side to allow proper root development.

## ROOT COLLAR INSPECTION

Most often the root collar is buried with soil by the nursery. The root collar (uppermost roots) should be within the upper two inches of soil media and should be free of defects such as circling or girdling roots. You may need to remove some soil in order to find and inspect the root collar. The root collar must be visible before the tree can get planted. Do not bury root collar when planting the tree.



## TREE PLANTING & MULCHING

1. Spread out roots to the side of the planting hole.
2. Plant tree at least 3 inches above grade on mount to prevent bowl effect.
3. The tree's beginning root flare must be located at top of grade with installed sod.
4. Water tree when planted.
5. Stake tree.
6. Place mulch around tree, 4 ft. in diameter, with a thickness of 4 inches. Stay 6 inches away from tree trunk to prevent stem decay.



## EXPECTATIONS

The City of Roseville's Parks, Recreation & Libraries Department joins you in your efforts in designing parks that are creative, innovative and functional. Following is a list of expectations, which assist us in accomplishing these goals:

### QUALITY

Quality is a priority for Roseville parks. We define quality by:

1. Designs include a signature element that separates the park from others. These help our residents to identify with our parks without having to know the park name.
2. Designs that are functional, addresses long term maintenance concerns and are aesthetically pleasing.
3. Designs that meet federal, state and local codes and ordinances.
4. Construction documents that are complete, thorough and easily read with particular attention to grading and irrigation.

### ON TIME

Deadlines and milestones are mutually set and met. Communication to anything contrary is provided.

### ON BUDGET

Accurate cost estimating is provided and reflective of the most current industry costs. Designs meet the stipulated budget.

### INNOVATIVE

To be innovative does not automatically equal high cost. Innovation and creativity can be found in all aspects of the project and can be found in paying attention to the details. Innovation can simply be in the form of finding new ways to accomplish a traditional outcome more effectively and more efficiently.

The expectations shown are only a small collection of samples of what the City of Roseville considers quality finish work. Please consult the Parks Construction Standards for a more detailed outline of design guidelines.



## The City of Roseville's Mission Statement

"To create and maintain a vibrant community environment and enhance the quality of life for our residents, businesses, customers and partners."

## We accomplish this by...

Providing exceptional facilities, programs and services in a fiscally responsible manner.

## Parks, Recreation & Libraries Mission

To enhance lives and the community by providing exceptional experiences.

For additional information, contact the  
Parks, Recreation & Libraries Department

Tel: 916 772-PLAY (7529)

Fax: 916 774-5251

[www.roseville.ca.us/parks](http://www.roseville.ca.us/parks)

UPDATED JUNE 2015

## Design Standards & Quality Expectations

### Parks, Recreation & Libraries



This brochure is provided to you to ensure that the City's expectations are conveyed to you in a practical and understandable format. These standards and quality expectations are outlined in greater detail in the Parks Construction Standards.





## OUR EXPECTATIONS



Ensure ADA access and path of travel and other code requirements.



Ensure grading considers mowers and on-going maintenance needs.



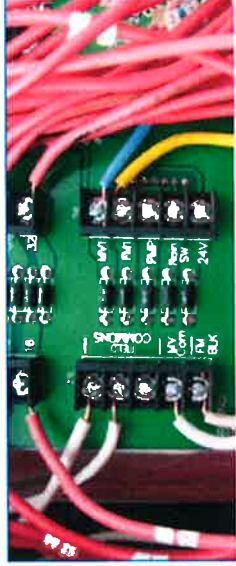
Ensure drains are appropriately located and slopes into the drains are not overly exaggerated nor too gradual.



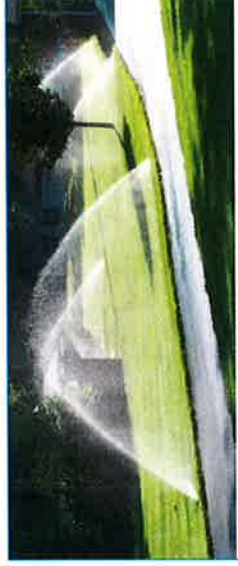
Site features consider heavy use, potential vandalism and misuse such as skate boards.



Play areas are attractive and contain interest.



Irrigation designs adhere to the standards outlined in the Parks Construction Standards.



Irrigation designs consider site specific constraints and compensate for these challenges.



Irrigation designs consider the most water efficient approach, takes full advantage of available technology and takes steps beyond meeting minimal requirements.



Landscaping offers good variety of sizes, textures and shapes as well as seasonal change.



Trees are selected specific for the space provided, eg, small tree species for a narrow planter, etc.



The City seeks knowledgeable, experienced and creative partners as our design consultants. We search for partners who are flexible, open to ideas and who are willing to push innovation forward by providing suggestions, ideas and solutions.



## EXPECTATIONS

The City of Roseville's Parks & Recreation Department joins you in your efforts in building a successful park project. Following is a list of expectations, which pertain to this project:

### PROJECT APPROACH

This project is a City project. Professional courtesy is to be displayed at all times. Professional courtesy can be defined as being a team member, displaying an interest in obtaining and performing quality work, a willingness to listen to other team member's opinions, and accepting responsibility where the responsibility lies, and acknowledging that we all are pursuing the same goal, that is, to build the best park/project we can.

### CORRESPONDENCE

All correspondence shall contain a cover sheet, transmittal or memorandum indicating the name of the recipient, the date and a summary of what is either being transmitted or requested. Typical forms are provided in the Parks Standards book, which shall be used during the course of construction.

### DISCREPANCIES

Discrepancies between the plans/specifications and the Parks Construction Standards shall be immediately brought to the attention of the Project Manager. In most cases, the Parks Standards shall prevail over the project plans and specifications. Lack of notification shall place sole responsibility on the contractor without guarantee of City approval.

### PRIOR NOTICE

Lack of prior notice for any item of work requiring inspection or review will result in a delay of work. Notice shall be given to the Project Manager a minimum of 48 hours in advance. Same day notices will not be accepted.

The expectations shown are only a small collection of samples of what the City of Roseville considers quality finish work. Please consult the Parks Construction Standards for a more detailed outline of design guidelines.



## The City of Roseville's Mission Statement

"To create and maintain a vibrant community environment and enhance the quality of life for our residents, businesses, customers and partners."

## We accomplish this by...

Providing exceptional facilities, programs and services in a fiscally responsible manner.

## Parks, Recreation & Libraries Mission

To enhance lives and the community by providing exceptional experiences.

For additional information, contact the  
Parks, Recreation & Libraries Department

Tel: 916 772-PLAY (7529)

Fax: 916 774-5251

[www.roseville.ca.us/parks](http://www.roseville.ca.us/parks)

UPDATED JUNE 2015

# Irrigation Construction Standards & Quality Expectations

Parks, Recreation & Libraries



This brochure is provided to you to ensure that the City's expectations are conveyed to you in a practical and understandable format. These standards and quality expectations are outlined in greater detail in the Parks Construction Standards.





## OUR EXPECTATIONS



Valve boxes aligned and square with hardscape. Boxes are set at 2-1/2" above finish grade in planting areas and 1-1/2" above finish grade in turf areas.



Valves placed centered in valve box, aligned square within the box, tagged and filled with drain rock.



Quick coupler valves set 2-1/2" above finish grade in planting areas, placed centered within the valve box and anchored with an angle iron, 36" long.



Backflow prevention device, meter and flow sensor are aligned.



Irrigation heads at grade in planters and in turf areas.



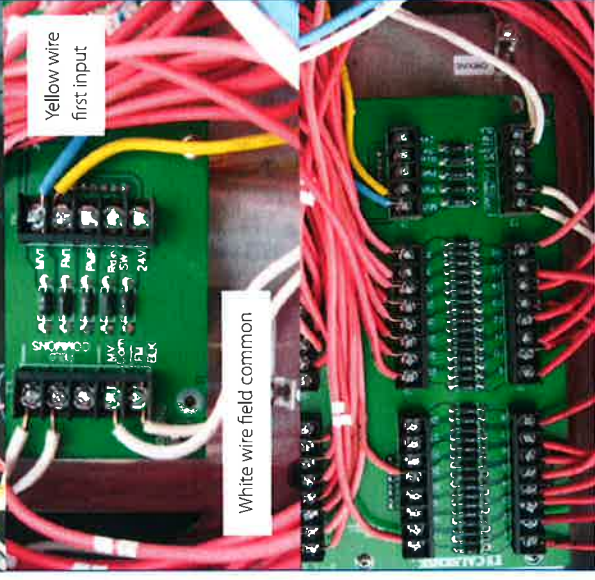
Irrigation enclosure contains equipment, neatly aligned. Manuals and irrigation station layouts are contained inside.



Ground rod 8' from control panel in irrigated areas.



Master valve wiring installed correctly.



Irrigation control wiring installed neatly and correctly.



## EXPECTATIONS

The City of Roseville's Parks & Recreation Department joins you in your efforts in building a successful park project. Following is a list of expectations, which pertain to this project:

### PROJECT APPROACH

This project is a City project. Professional courtesy is to be displayed at all times. Professional courtesy can be defined as being a team member, displaying an interest in obtaining and performing quality work, a willingness to listen to other team member's opinions, accepting responsibility where the responsibility lies, and acknowledging that we all are pursuing the same goal, that is, to build the best park/project we can.

### CORRESPONDENCE

All correspondence shall contain a cover sheet, transmittal or memorandum indicating the name of the recipient, the date and a summary of what is either being transmitted or requested. Typical forms are provided in the Parks Standards book, which shall be used during the course of construction.

### DISCREPANCIES

Discrepancies between the plans/specifications and the Parks Construction Standards shall be immediately brought to the attention of the Project Manager. In most cases, the Parks Standards shall prevail over the project plans and specifications. Lack of notification shall place sole responsibility on the contractor without guarantee of City approval.

### PRIOR NOTICE

Lack of prior notice for any item of work requiring inspection or review will result in a delay of work. Notice shall be given to the Project Manager a minimum of 48 hours in advance. Same day notices will not be accepted.

The expectations shown are only a small collection of samples of what the City of Roseville considers quality finish work. Please consult the Parks Construction Standards for a more detailed outline of design guidelines.



## The City of Roseville's Mission Statement

"To create and maintain a vibrant community environment and enhance the quality of life for our residents, businesses, customers and partners."

## We accomplish this by...

Providing exceptional facilities, programs and services in a fiscally responsible manner.

## Parks, Recreation & Libraries Mission

To enhance lives and the community by providing exceptional experiences.

For additional information, contact the  
Parks, Recreation & Libraries Department

Tel: 916 772-PLAY (7529)

Fax: 916 774-5251

[www.roseville.ca.us/parks](http://www.roseville.ca.us/parks)

UPDATED JUNE 2015

# Landscaping Construction Standards & Quality Expectations

## Parks, Recreation & Libraries



This brochure is provided to you to ensure that the City's expectations are conveyed to you in a practical and understandable format. These standards and quality expectations are outlined in greater detail in the Parks Construction Standards.



## OUR EXPECTATIONS



Scarify root ball on sides and bottom.



Plant shrubs 2 inches higher with soil over root ball.



Plant shrubs in a basin and place 2" mulch in basin.



Apply two inches of mulch in shrub/groundcover areas.



Space plants per plan.



Trees staked per the City standards.



Plant trees in a basin and place 2" of mulch in basin.



## EXPECTATIONS

The City of Roseville's Parks & Recreation Department joins you in your efforts in building a successful park project. Following is a list of expectations, which pertain to this project:

### PROJECT APPROACH

This project is a City project. Professional courtesy is to be displayed at all times. Professional courtesy can be defined as being a team member, displaying an interest in obtaining and performing quality work, a willingness to listen to other team member's opinions, accepting responsibility where the responsibility lies, and acknowledging that we all are pursuing the same goal, that is, to build the best park/project we can.

### CORRESPONDENCE

All correspondence shall contain a cover sheet, transmittal or memorandum indicating the name of the recipient, the date and a summary of what is either being transmitted or requested. Typical forms are provided in the Parks Standards book, which shall be used during the course of construction.

### DISCREPANCIES

Discrepancies between the plans/specifications and the Parks Construction Standards shall be immediately brought to the attention of the Project Manager. In most cases, the Parks Standards shall prevail over the project plans and specifications. Lack of notification shall place sole responsibility on the contractor without guarantee of City approval.

### PRIOR NOTICE

Lack of prior notice for any item of work requiring inspection or review will result in a delay of work. Notice shall be given to the Project Manager a minimum of 48 hours in advance. Same day notices will not be accepted.

The expectations shown are only a small collection of samples of what the City of Roseville considers quality finish work. Please consult the Parks Construction Standards for a more detailed outline of design guidelines.



## The City of Roseville's Mission Statement

"To create and maintain a vibrant community environment and enhance the quality of life for our residents, businesses, customers and partners."

## We accomplish this by...

Providing exceptional facilities, programs and services in a fiscally responsible manner.

## Parks, Recreation & Libraries Mission

To enhance lives and the community by providing exceptional experiences.

For additional information, contact the  
Parks, Recreation & Libraries Department

Tel: 916 772-PLAY (7529)

Fax: 916 774-5251

[www.roseville.ca.us/parks](http://www.roseville.ca.us/parks)

UPDATED JUNE 2015

# Park Construction Standards & Quality Expectations

Parks, Recreation & Libraries



This brochure is provided to you to ensure that the City's expectations are conveyed to you in a practical and understandable format. These standards and quality expectations are outlined in greater detail in the Parks Construction Standards.





## OUR EXPECTATIONS



Valve boxes aligned and square with hardscape. Boxes are set at 2-1/2" above finish grade in planting areas and 1-1/2" above finish grade in turf areas.



Valves placed centered in valve box, aligned square within the box, tagged and filled with drain rock.



Quick coupler valves set 2-1/2" above finish grade in planting areas, placed centered within the valve box and anchored with an angle iron, 36" long.



Backflow prevention device, meter and flow sensor are aligned.



All posts are plumb, and fall zones are maintained at 8". Age appropriate signs are installed.



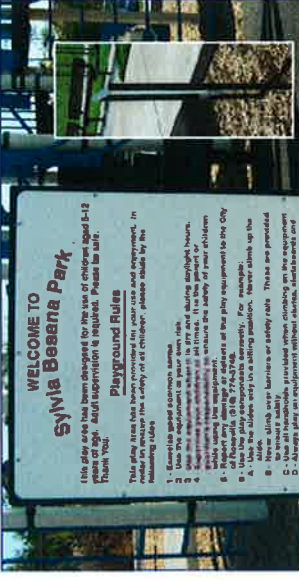
Picnic table and benches are horizontal and all bolts are tight. Seat heights are as specified. Concrete slobber is removed.



Irrigation enclosure contains equipment, neatly aligned. Manuals and irrigation station layouts are contained inside.



Electrical transformer and irrigation controller enclosure are aligned.



"Playground Rules" sign is located near all play areas and in plain view. The sign is durable and constructed of aluminum with vinyl lettering. The frame/posts are tubular steel powder coated to match play structure colors.



Vertical surfaces are consistent throughout. Vertical expansion joints are provided and are smooth with the finish surfaces. All edges have been eased at a consistent radius.



Medium broom finished concrete with clean, deep score joints spaced appropriately. No visible cracks or discoloration.



## TREE SELECTION

The types of trees selected for planting is dependent on the space available, the urban forest inventory, and the specific plan. A specific plan has been developed with design guidelines outlining the types of preferred trees that help define the aesthetics of the area. Tree selections may be changed over time based on long term maintenance and safety concerns.



## PLANT SELECTION

The types of shrubs and groundcovers are selected for aesthetics. Taller shrubs and hedges are planted to hide fences and walls. Smaller shrubs are selected to minimize the need for pruning. Perennials are selected for annual accent color, but without the need for annual replacement. Groundcovers are selected to provide green space while being cautious to not create trash collectors. Harsh routine pruning shortens the life span of shrubs, thus increasing long term costs.



### The City of Roseville's Mission Statement

"To create and maintain a vibrant community environment and enhance the quality of life for our residents, businesses, customers and partners."

### We accomplish this by...

Providing exceptional facilities, programs and services in a fiscally responsible manner.

### Parks, Recreation & Libraries Mission

To enhance lives and the community by providing exceptional experiences.

For additional information, contact the  
Parks, Recreation & Libraries Department

Tel: 916 772-PLAY (7529)

Fax: 916 774-5251

[www.roseville.ca.us/parks](http://www.roseville.ca.us/parks)

UPDATED JUNE 2015

## Street Landscape Standards & Quality Expectations

### Parks, Recreation & Libraries



This brochure is provided to you to ensure that the City's expectations are conveyed to you in a practical and understandable format. These standards and quality expectations are outlined in greater detail in the Parks Construction Standards.





## PREFERRED PRUNING APPROACHES



✓ "Boxed" pruning along fences, sound walls and parking lot edges to create a continuous hedge.



✓ Plants in medians retain natural shapes, but clipped away from street pavement.



✓ Strapped leafed plants cut back in Fall only and only if they are deciduous species.



✓ Use the shrub's natural shape in the landscapes.

## STREET TREE STANDARDS

Street Trees are to be:

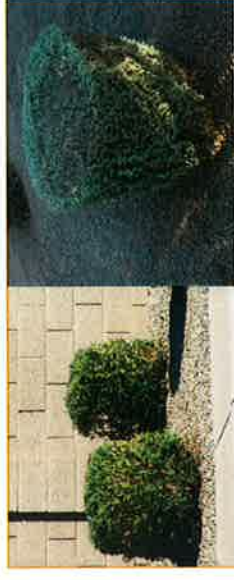
- Pruned to ensure an overhead clearance over the street of 15'.
- Pruned to ensure an overhead clearance of 10' over sidewalks.
- Limbs might be pruned when branches overhang adjacent property and pose impending property damage.

Trees will be removed:

- if the roots are or will be causing pavement damage;
- if the structural integrity of the tree is compromised;
- if the health of the tree is declining; or
- if the tree is dead.



## PLEASE DO NOT



✗ Prune shrubs in balls or squares if not next to fences, walls or parking lots.



✗ Prune trees without appropriate arboricultural practices.



✗ Prune evergreen plants.



✗ Leave dead plants in place.



**Parks, Recreation & Libraries Department**

**Section 6:**  
**PARKS STANDARD DETAILS**

# PARKS CONSTRUCTION STANDARDS

[2021-2023](#) PARKS  
STANDARDS

## INDEX

### IRRIGATION

|                                          |       |
|------------------------------------------|-------|
| CONTROLLER                               | PK-1  |
| MASTER VALVE - CALSENSE                  | PK-2  |
| NOT IN USE                               | PK-3  |
| RECYCLED WATER FILTER                    | PK-4  |
| PIPE AT PAVEMENT                         | PK-5  |
| PIPE TRENCH                              | PK-6  |
| POP-UP ROTOR                             | PK-7  |
| POP-UP SPRAY                             | PK-8  |
| ROOT WATERING SYSTEM                     | PK-9  |
| THRUST BLOCK                             | PK-10 |
| VALVE - 3" AND SMALLER                   | PK-11 |
| VALVE - 4" AND LARGER                    | PK-12 |
| VALVE - DRIP CONTROL                     | PK-13 |
| VALVE - QUICK COUPLING                   | PK-14 |
| VALVE - REMOTE CONTROL AT GRADE          | PK-15 |
| DRIP FLUSH VALVE AND OPERATION INDICATOR | PK-16 |

### LANDSCAPE

|                       |       |
|-----------------------|-------|
| GROUND COVER PLANTING | PK-17 |
| SHRUB PLANTING        | PK-18 |
| SHRUBS ON SLOPES      | PK-19 |
| TREE PLANTING         | PK-20 |
| TREES ON SLOPES       | PK-21 |

### MISCELLANEOUS

|                                             |       |
|---------------------------------------------|-------|
| BARBEQUE                                    | PK-22 |
| DRINKING FOUNTAIN                           | PK-23 |
| PICNIC TABLE AND BENCH INSTALLATION HEIGHTS | PK-24 |
| HEADER                                      | PK-25 |
| KEYSTONE SEAT WALL/ RETAINING WALL          | PK-26 |
| MOWBAND                                     | PK-27 |
| PARK IDENTIFICATION SIGN                    | PK-28 |
| SECURITY LIGHT WITH CONCRETE COLLAR         | PK-29 |

### PAVING

|                           |       |
|---------------------------|-------|
| ASPHALT CONCRETE PAVING   | PK-30 |
| CONCRETE PAVING           | PK-31 |
| CONTROL JOINTS            | PK-32 |
| DECOMPOSED GRANITE PAVING | PK-33 |

### PLAY AREAS

|                                   |       |
|-----------------------------------|-------|
| PLAY AREA - ACCESS RAMP "A"       | PK-34 |
| PLAY AREA - ACCESS RAMP "B"       | PK-35 |
| PLAY AREA - CONCRETE CURB         | PK-36 |
| PLAY AREA - DRAIN                 | PK-37 |
| PLAY AREA - PERFORATED PIPE DRAIN | PK-38 |

# PARKS CONSTRUCTION STANDARDS

[2021-2023](#) PARKS  
STANDARDS

## INDEX

### **BOLLARDS & FENCES (ACCESS RESTRICTIONS)**

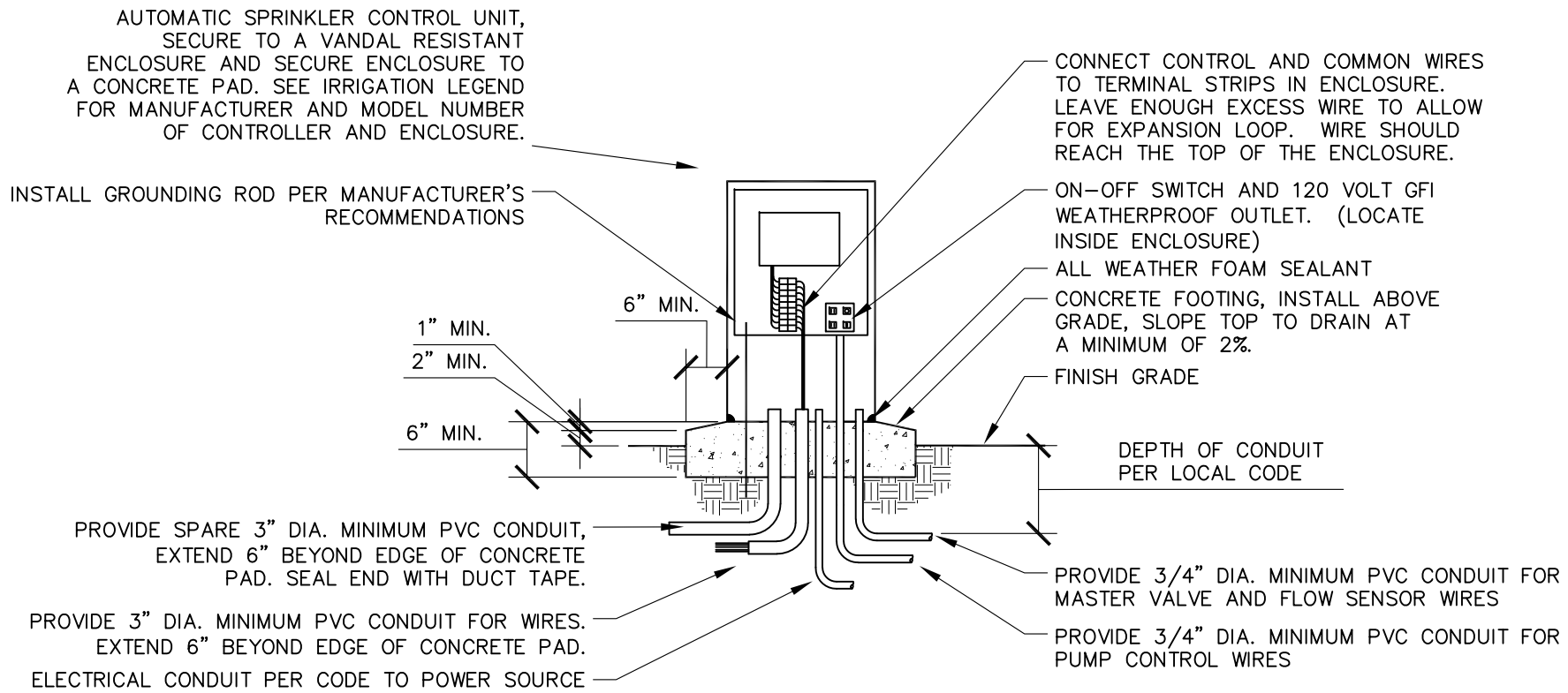
|                      |       |
|----------------------|-------|
| STATIONARY BOLLARD   | PK-39 |
| CHAIN LINK FENCE     | PK-40 |
| POST AND CABLE FENCE | PK-41 |
| NOT IN USE           | PK-42 |

### **BIKE TRAILS**

|                                             |       |
|---------------------------------------------|-------|
| <del>BIKE TRAIL — SECTION</del> NOT IN USE  | PK-43 |
| <del>BIKE TRAIL — STRIPING</del> NOT IN USE | PK-44 |

### **SPORTS FIELDS**

|                                    |       |
|------------------------------------|-------|
| NOT IN USE                         | PK-45 |
| NOT IN USE                         | PK-46 |
| BALL FIELD LAYOUT                  | PK-47 |
| DUGOUT LAYOUT                      | PK-48 |
| INFIELD EDGE DRAIN & WARNING TRACK | PK-49 |
| SIDELINE FENCE                     | PK-50 |
| SKINNED INFIELD IRRIGATION LAYOUT  | PK-51 |
| NOT IN USE                         | PK-52 |
| HORSESHOE COURT LAYOUT             | PK-53 |
| VOLLEYBALL COURT LAYOUT            | PK-54 |
| BASKETBALL HALF-COURT LAYOUT       | PK-55 |



*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR

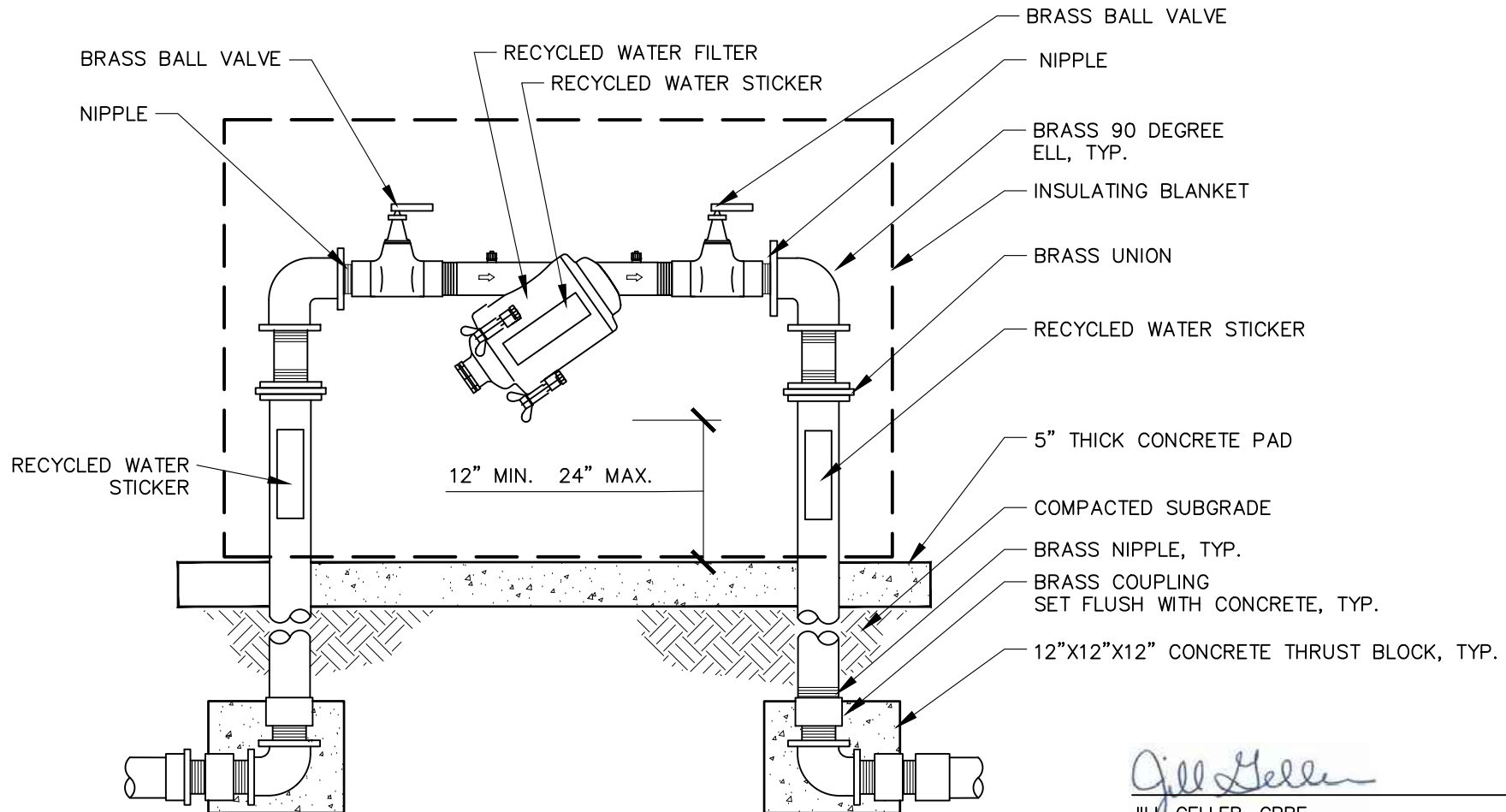
**NOTES**

1. COMMON WIRE TO BE WHITE & CONTROL WIRE TO BE RED IN COLOR. BUNDLE AND TAPE AT INTERVALS OF 10 FT. O. C.
2. NO SPLICES SHALL BE MADE BETWEEN CONTROLLER AND REMOTE CONTROL VALVES UNDER 500 LINEAL FEET.
3. ORDER WITH MANUFACTURER'S FACTORY FINISH STAINLESS STEEL.
4. INSULATE AROUND INSIDE BASE OF BOX WITH ALL WEATHER FOAM SEALANT.
5. GROUNDING ROD SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS..
6. GROUND TEST TO BE CONDUCTED AFTER INSTALLATION, NOT TO EXCEED 25 OHMS.
7. MASTER VALVE WIRE SHALL BE BLUE.
8. PROVIDE COLOR CODED MAP OF VALVE LOCATIONS.
9. EXTEND PAVING 24" AT FRONT OF CONTROLLER TO ALLOW FOR CLEAR ACCESS.

|                                                                                       |                                              |
|---------------------------------------------------------------------------------------|----------------------------------------------|
|  | PARKS, RECREATION, & LIBRARIES<br>DEPARTMENT |
| CONTROLLER                                                                            |                                              |
| SCALE: NONE<br>REVISED: JULY 2023<br>REVIEWED BY: T. GEE<br>APPROVED BY: J. GELLER    | PK-1                                         |







*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR



PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

## RECYCLED WATER FILTER

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

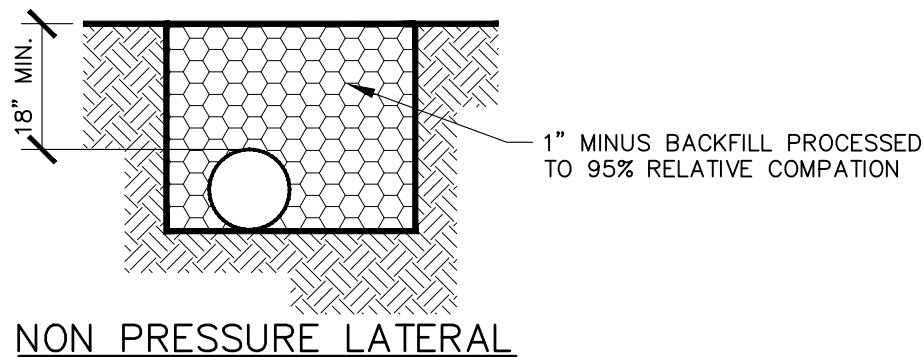
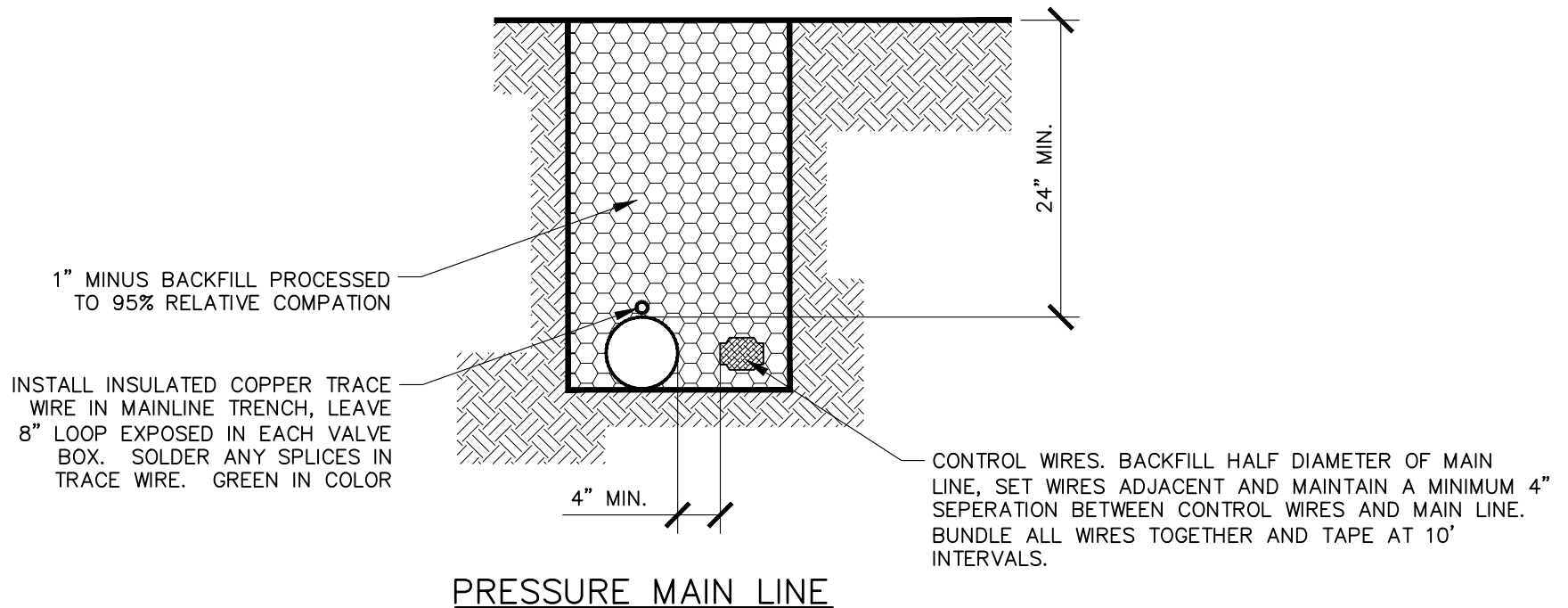
PK-4

### NOTES

1. USE TEFLON TAPE ON ALL THREADED FITTINGS.
2. LOCATE IN SHRUB/GROUNDCOVER AREA WHENEVER POSSIBLE.
3. PROVIDE INSULATING BLANKET OVER RECYCLED WATER FILTER.
4. PIPE AND FITTINGS 3" OR SMALLER SHALL BE BRASS; 4" OR LARGER SHALL BE DUCTILE IRON.
5. RECYCLED WATER STICKERS SHALL BE PURPLE AND SHALL READ "RECYCLED WATER – DO NOT DRINK"







*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR



PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

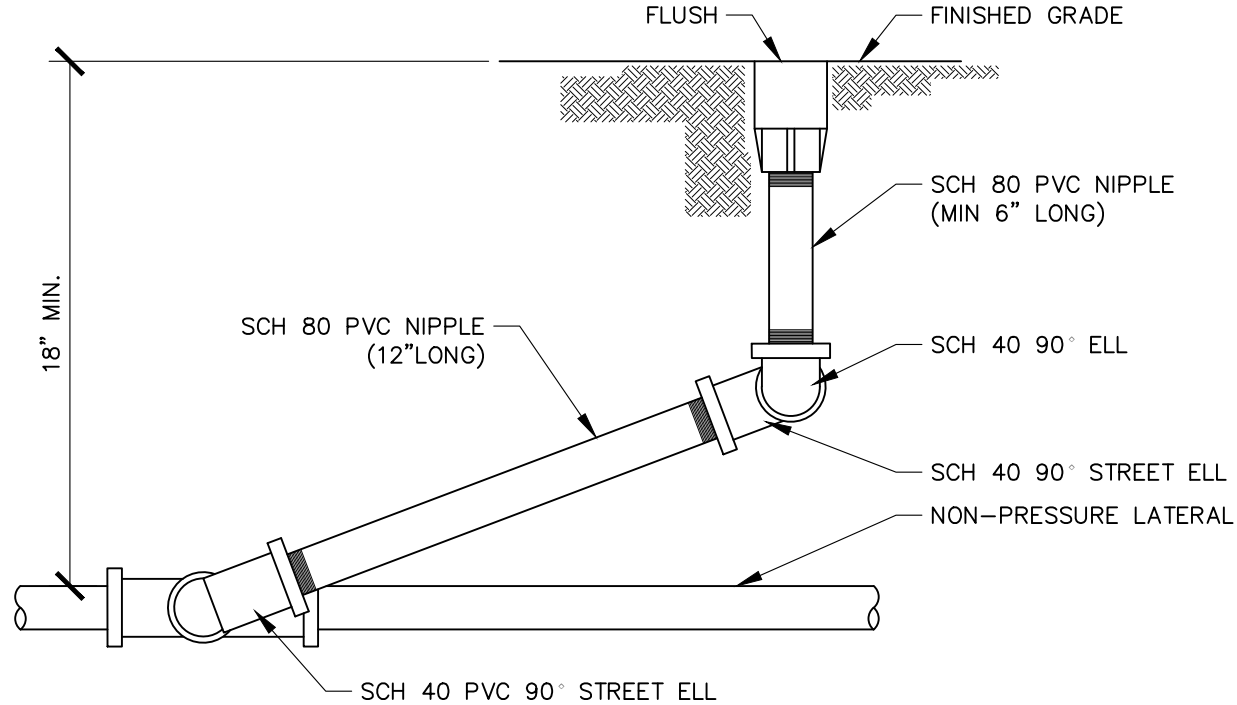
PIPE TRENCH

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

PK-6

# NOTES

1. RECLAIMED WATER REQUIRES BURIED TAPE LINE PER PUBLIC WORKS CONSTRUCTION STANDARDS.



### NOTES

1. LOCATE HEAD 2" FROM WALKS, CURBS, HARDSCAPING, MOW STRIPS, AND HEADER BOARDS, OR AS REQUIRED BY CURRENT WELO REGULATIONS.
2. LOCATE HEAD 12" FROM ALL STRUCTURES.
3. USE TEFLON TAPE ON ALL THREADED FITTINGS. DO NOT USE MARLEX FITTINGS.
4. SWING JOINT ASSEMBLY PIPE SIZE MUST MATCH INLET SIZE OF SPRINKLER.
5. PREFABRICATED SWING JOINTS ARE ALLOWED, UPON APPROVAL.

*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR

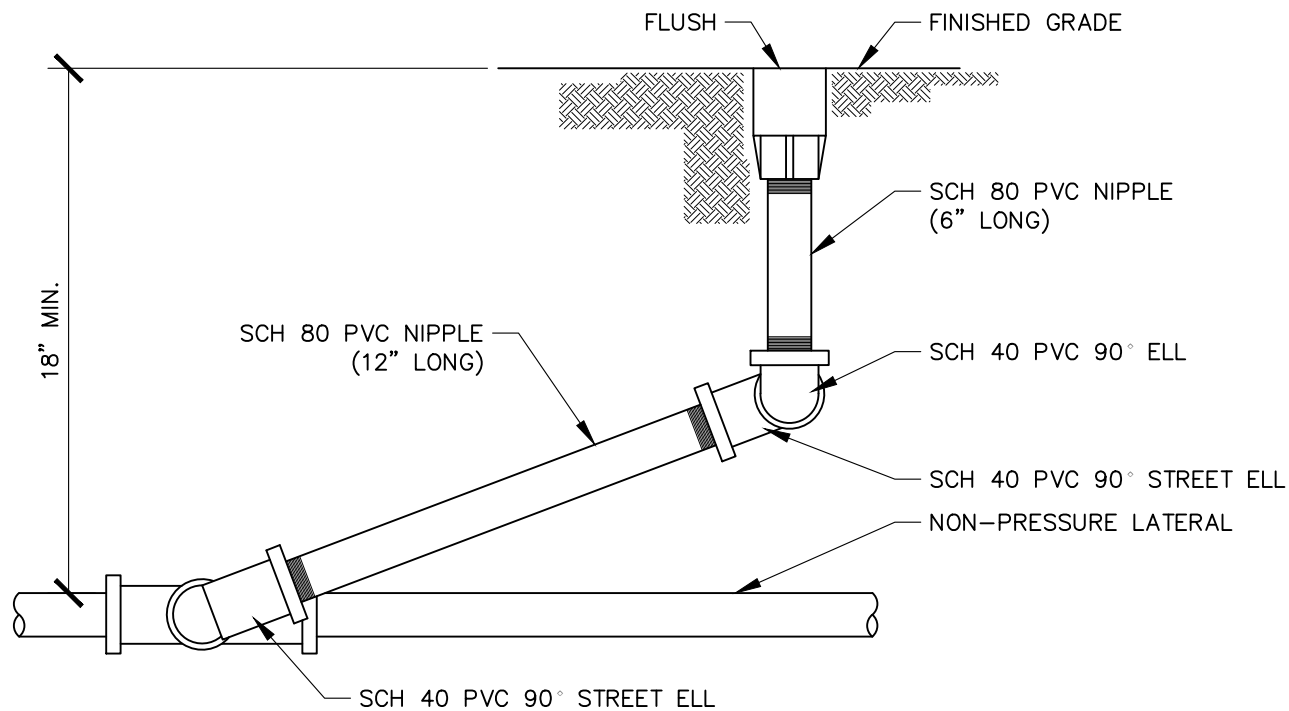


PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

## POP-UP ROTOR

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

PK-7



*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR



PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

## NOTES

1. LOCATE HEAD 2" FROM WALKS, CURBS, HARDSCAPING, MOW STRIPS, AND HEADER BOARDS, OR AS REQUIRED BY CURRENT WELO REGULATIONS.
2. LOCATE SPRAY HEADS 12" FROM ALL STRUCTURES IN TURF AREAS AND 6" FROM ALL STRUCTURES IN GROUND-COVER AREAS.
3. USE TEFLON TAPE ON ALL THREADED FITTINGS. DO NOT USE MARLEX FITTINGS.
4. PREFABRICATED SWING JOINT ARE ALLOWED, UPON APPROVAL.
5. 6" LONG SCH 80 PVC RISER NIPPLE NOT REQUIRED FOR 12" POPUP HEADS.

POP-UP SPRAY

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

PK-8

3" BARK MULCH  
(EXCEPT IN TURF)

FINISH GRADE

GRATED CAP

EDGE OF ROOTBALL

TREE TRUNK

.25 OR .50 GPM BUBBLER

CHECK VALVE

SWING JOINT

LATERAL TEE OR ELL

LATERAL PIPE

ROOT INTRUSION BARRIER

ROOT BALL

*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR



PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

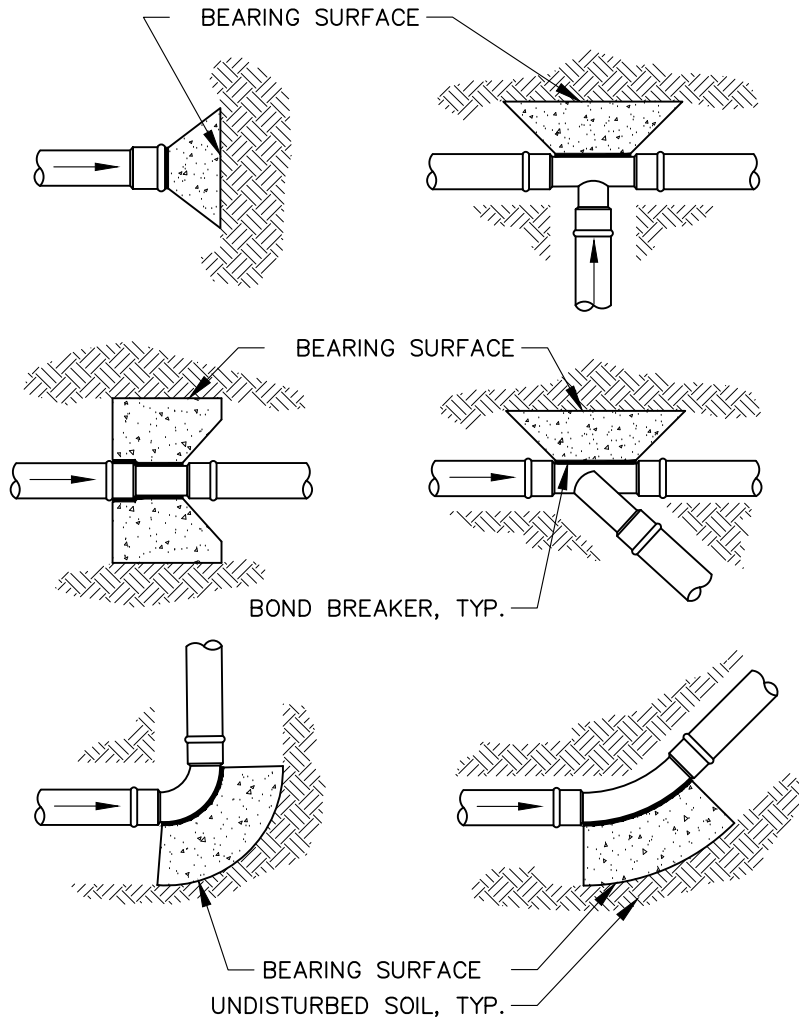
## ROOT WATERING SYSTEM

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

PK-9

### NOTE

1. INSTALL FILTER FABRIC SLEEVE
2. SEE PLANS AND SPECS FOR APPROVED MANUFACTURERS AND MODEL NUMBERS



#### MINIMUM BEARING SURFACE AREA

| PIPE SIZE | TEE AND PLUG  | 90 DEGREE BEND | 45 DEGREE BEND |
|-----------|---------------|----------------|----------------|
| 1-1/2"    | 0.45 SQ. FT.  | 0.63 SQ. FT.   | 0.34 SQ. FT.   |
| 2"        | 0.69 SQ. FT.  | 0.97 SQ. FT.   | 0.53 SQ. FT.   |
| 2-1/2"    | 1.0 SQ. FT.   | 1.41 SQ. FT.   | 0.77 SQ. FT.   |
| 3"        | 1.48 SQ. FT.  | 2.10 SQ. FT.   | 1.14 SQ. FT.   |
| 4"        | 2.43 SQ. FT.  | 3.45 SQ. FT.   | 1.87 SQ. FT.   |
| 6"        | 5.25 SQ. FT.  | 7.41 SQ. FT.   | 4.02 SQ. FT.   |
| 8"        | 9.08 SQ. FT.  | 12.83 SQ. FT.  | 6.96 SQ. FT.   |
| 10"       | 14.93 SQ. FT. | 21.07 SQ. FT.  | 11.44 SQ. FT.  |

*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR



PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

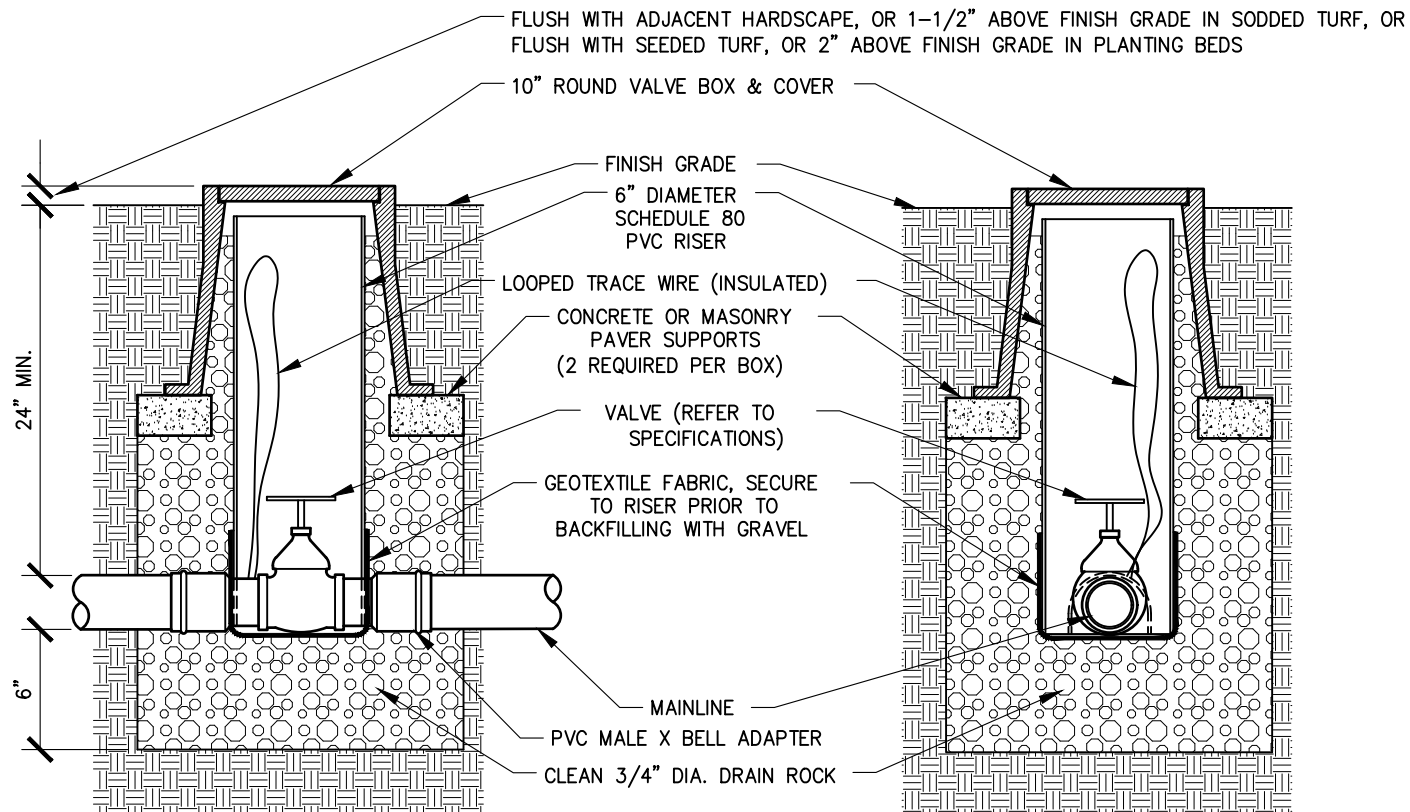
#### THRUST BLOCKS

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

PK-10

#### NOTES

1. SIZE THRUST BLOCKS AS SPECIFIED ABOVE.
2. DO NOT ENCASE CONTROL WIRES IN THE CONCRETE.
3. ALL FITTINGS MUST BE WRAPPED WITH POLYETHYLENE TO PREVENT CONCRETE FROM ADHERING TO BOLTS OR PIPES.
4. JOINTS AND BOLTS SHALL BE ACCESSIBLE FOR REPAIRS.



*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR



PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

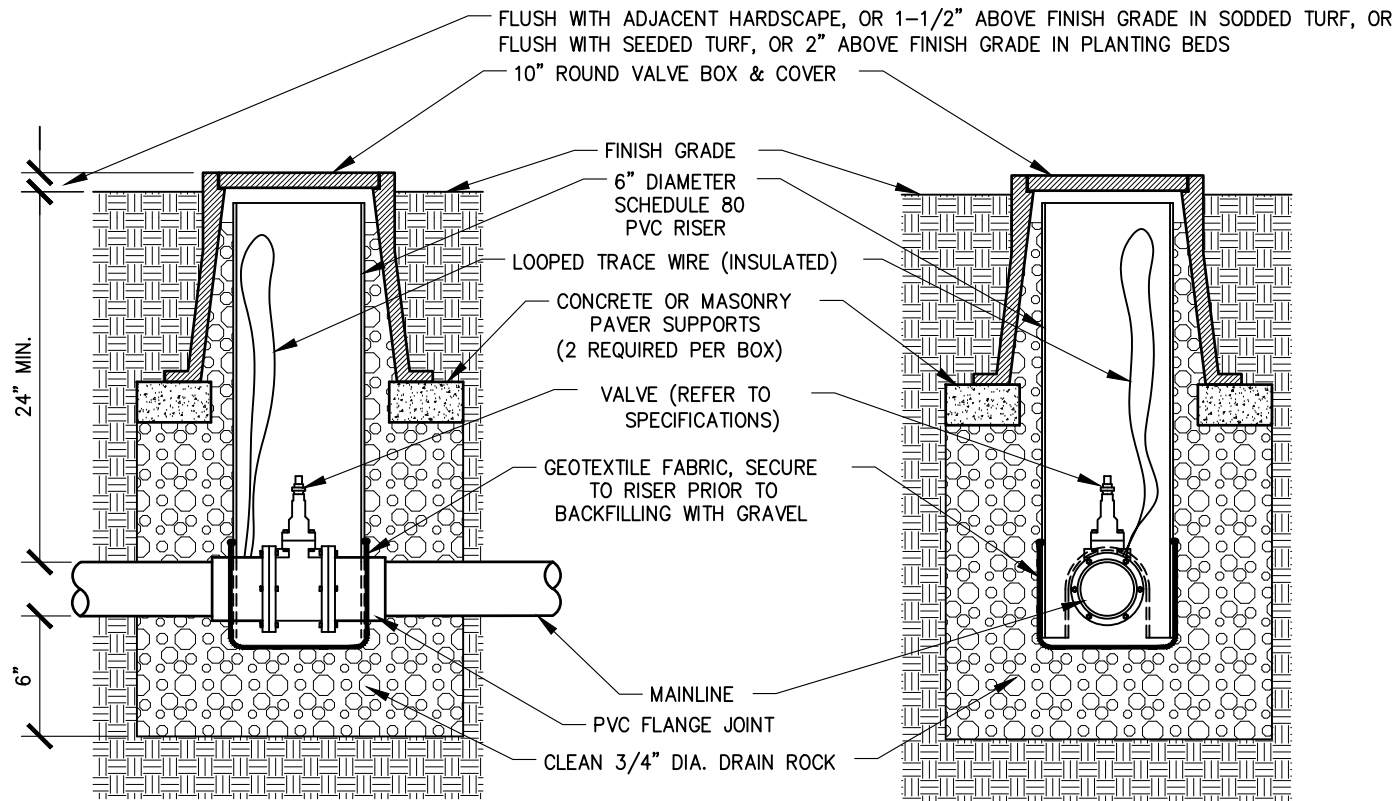
## VALVE 3" AND SMALLER

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

PK-11

### NOTES

1. COMPACT SOIL AROUND BOX TO 90% MINIMUM COMPACTION.
2. PLACE DRAIN ROCK PRIOR TO INSTALLING VALVE BOX.
3. GATE VALVE AND FITTINGS SHALL BE LINE SIZE UNLESS OTHERWISE NOTED.
4. USE TEFLON TAPE ON ALL THREADED FITTINGS.
5. LOCATE VALVES IN SHRUB/GROUNDCOVER AREAS WHENEVER POSSIBLE.
6. LOOP EXTRA TRACER WIRE UP TO TOP OF BOX.



*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR



PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

## VALVE 4" AND LARGER

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

PK-12

### NOTES

1. COMPACT SOIL AROUND BOX TO 90% MINIMUM COMPACTION.
2. PLACE DRAIN ROCK PRIOR TO INSTALLING VALVE BOX.
3. GATE VALVE AND FITTINGS SHALL BE LINE SIZE UNLESS OTHERWISE NOTED.
4. USE TEFLON TAPE ON ALL THREADED FITTINGS.
5. LOCATE VALVES IN SHRUB/GROUND COVER AREAS WHENEVER POSSIBLE.
6. LOOP EXTRA TRACER WIRE UP TO TOP OF BOX.





PARKS, RECREATION &amp; LIBRARIES DIRECTOR

1. INSTALL VALVES A MINIMUM OF 12" FROM STRUCTURES OR HARDSCAPING.
2. INSTALL VALVES IN PLANTER BEDS WHEREVER POSSIBLE.
3. PLACE VALVE BOX AT RIGHT ANGLES TO STRUCTURES OR HARDSCAPING.
4. INSTALL VALVE BOX SO THAT TOP OF BOX IS FLUSH WITH ADJACENT HARDSCAPING.
5. USE TEFLON TAPE ON ALL MALE THREADS.
6. VALVES ON MAINLINES 3" AND LARGER REQUIRE SADDLE TAPS, 2 ½" AND SMALLER MAINLINE REQUIRES GLUED SCHEDULE 80 FITTINGS.
7. PROVIDE SCHEDULE 80 THREADED UNION ON BOTH UPSTREAM AND DOWNSTREAM SIDES.
8. INSULATE AROUND PIPE AT BOX OPENINGS WITH PLASTIC SHEETING TO PREVENT SOIL FROM ENTERING BOX.
9. REFER TO SPECIFICATIONS FOR REQUIREMENTS FOR TAPING, EXPANSION COILS, WIRE CONNECTIONS, ETC.
10. ALL RCV'S SHALL BE TAGGED INDICATING STATION #'S.
11. ALL VALVE BOXES SHALL HAVE STATION #'S PERMANENTLY BURNED ON VALVE BOX LIDS.

MARKINGS SHALL BE AS FOLLOWS:

TURF VALVES: T#

LANDSCAPE AREA VALVES: L#

BUBBLER VALVES: B#



CITY OF  
**ROSEVILLE**  
CALIFORNIA

PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

# VALVE DRIP CONTROL

APPROVED BY: J. GELLER

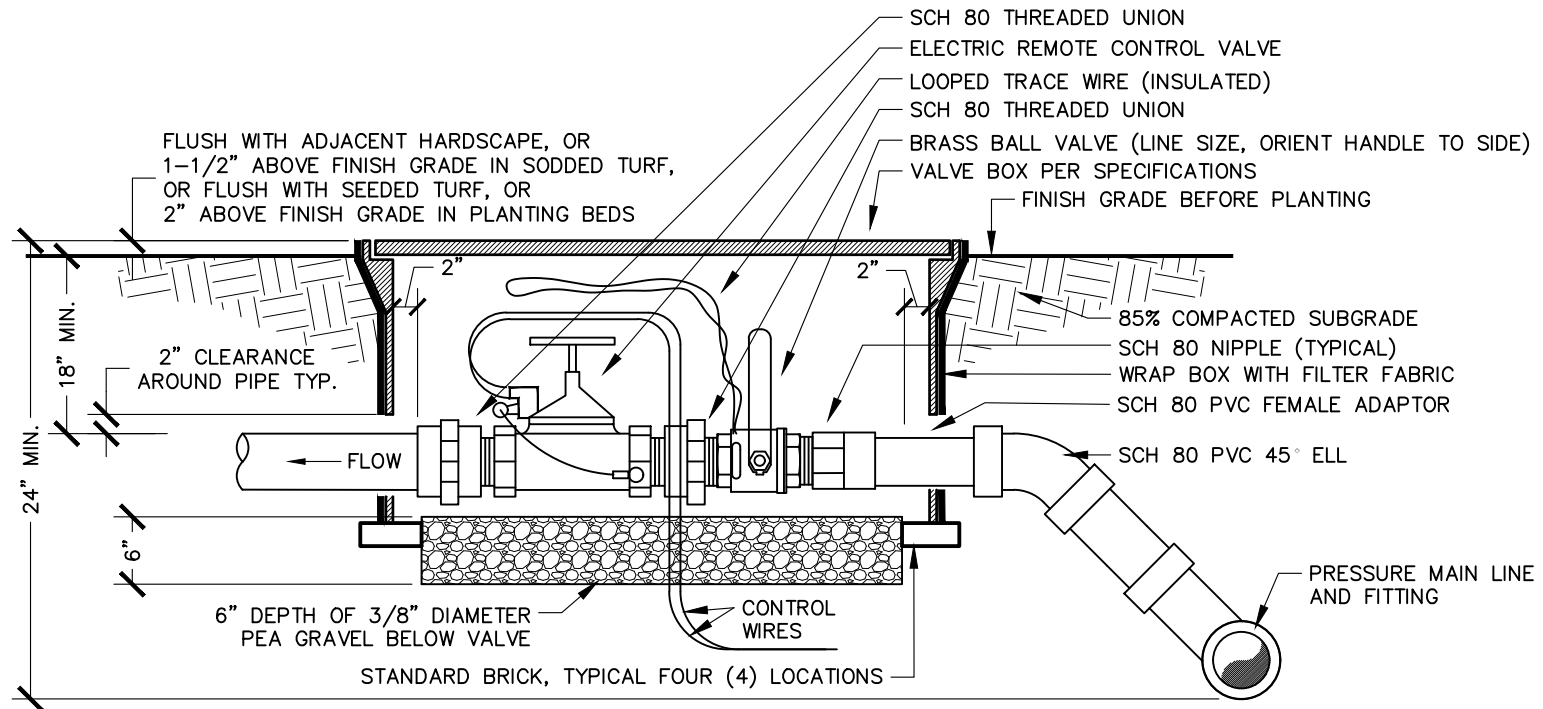
PK-13



CITY OF  
**ROSEVILLE**  
CALIFORNIA

PK-14

1. INSTALL VALVE BOXES SO THAT THE TOP OF THE BOX IS FLUSH WITH THE TOP OF THE ADJACENT HARDSCAPE.
2. USE TEFLON TAPE ON ALL THREADED CONNECTIONS.



## NOTES

1. INSTALL VALVES A MINIMUM OF 12" FROM STRUCTURES OR HARDSCAPING.
2. INSTALL VALVES IN PLANTER BEDS WHEREVER POSSIBLE.
3. PLACE VALVE BOX AT RIGHT ANGLES TO STRUCTURES OR HARDSCAPING.
4. INSTALL VALVE BOX SO THAT TOP OF BOX IS FLUSH WITH ADJACENT HARDSCAPING.
5. USE TEFLON TAPE ON ALL MALE THREADS.
6. VALVES ON MAINLINES 3" AND LARGER REQUIRE SADDLE TAPS, 2 1/2" AND SMALLER MAINLINE REQUIRES GLUED SCHEDULE 80 FITTINGS.
7. PROVIDE SCHEDULE 80 THREADED UNION ON BOTH UPSTREAM AND DOWNSTREAM SIDES.
8. INSULATE AROUND PIPE AT BOX OPENINGS WITH PLASTIC SHEETING TO PREVENT SOIL FROM ENTERING BOX.
9. REFER TO SPECIFICATIONS FOR REQUIREMENTS FOR TAPING, EXPANSION COILS, WIRE CONNECTIONS, ETC.
10. ALL RCV'S SHALL BE TAGGED INDICATING STATION #'S.
11. ALL VALVE BOXES SHALL HAVE STATION #'S PERMANENTLY BURNED ON VALVE BOX LIDS.  
MARKINGS SHALL BE AS FOLLOWS:  
TURF VALVES: T#  
LANDSCAPE AREA VALVES: L#  
BUBBLER VALVES: B#

*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR

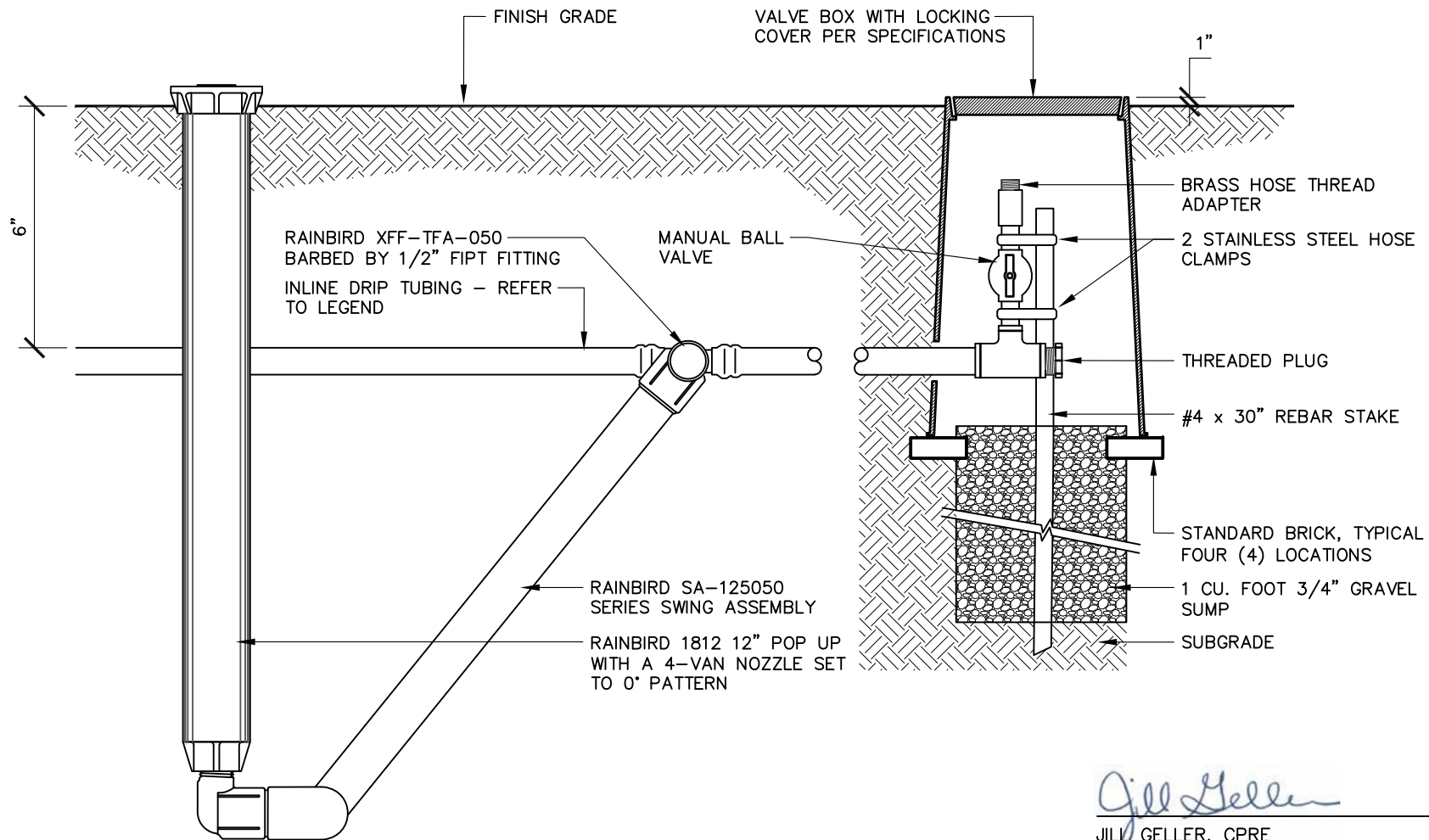


PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

## VALVE REMOTE CONTROL AT GRADE

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

PK-15



#### NOTES

1. CENTER BALL VALVE IN VALVE BOX OPENING TO ALLOW EASY ACCESS.
2. INSTALL OPERATION INDICATOR WITHIN 18" OF FLUSH VALVE.
3. PLACE VALVE BOX AT RIGHT ANGLES TO STRUCTURES OR HARDSCAPING.
4. USE TEFLON TAPE ON ALL MALE THREADS.
5. INSTALL 3M LOCATOR BALLS AT ALL BOXES.
6. REFER TO SPECIFICATIONS FOR REQUIREMENTS FOR TAPING, EXPANSION COILS, WIRE CONNECTIONS, ETC.

*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR

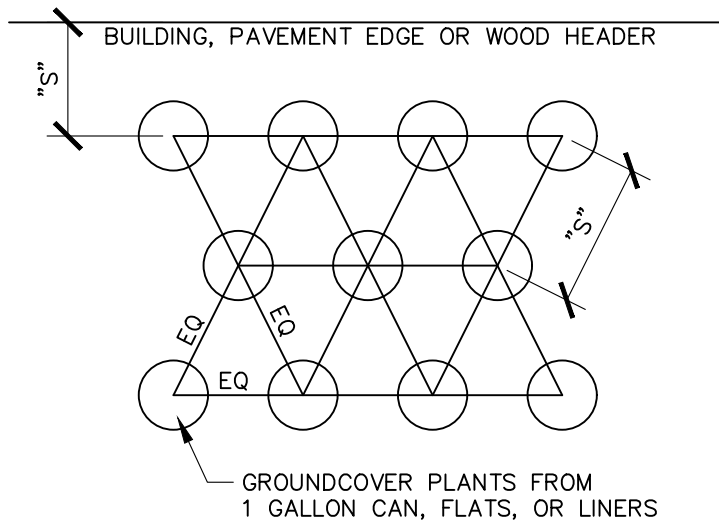


PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

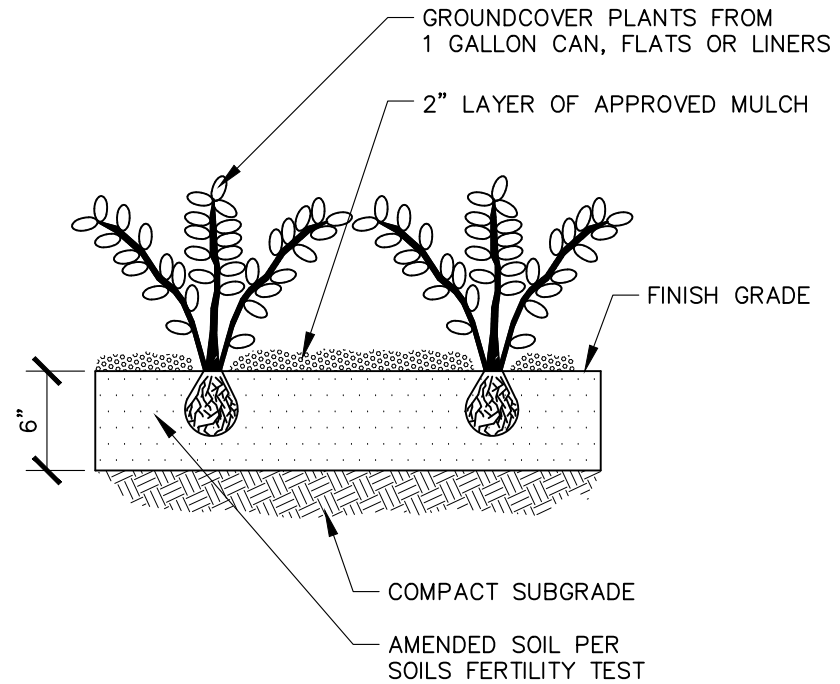
### DRIP FLUSH VALVE AND OPERATION INDICATOR

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

PK-16



PLAN



SECTION

*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR



PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

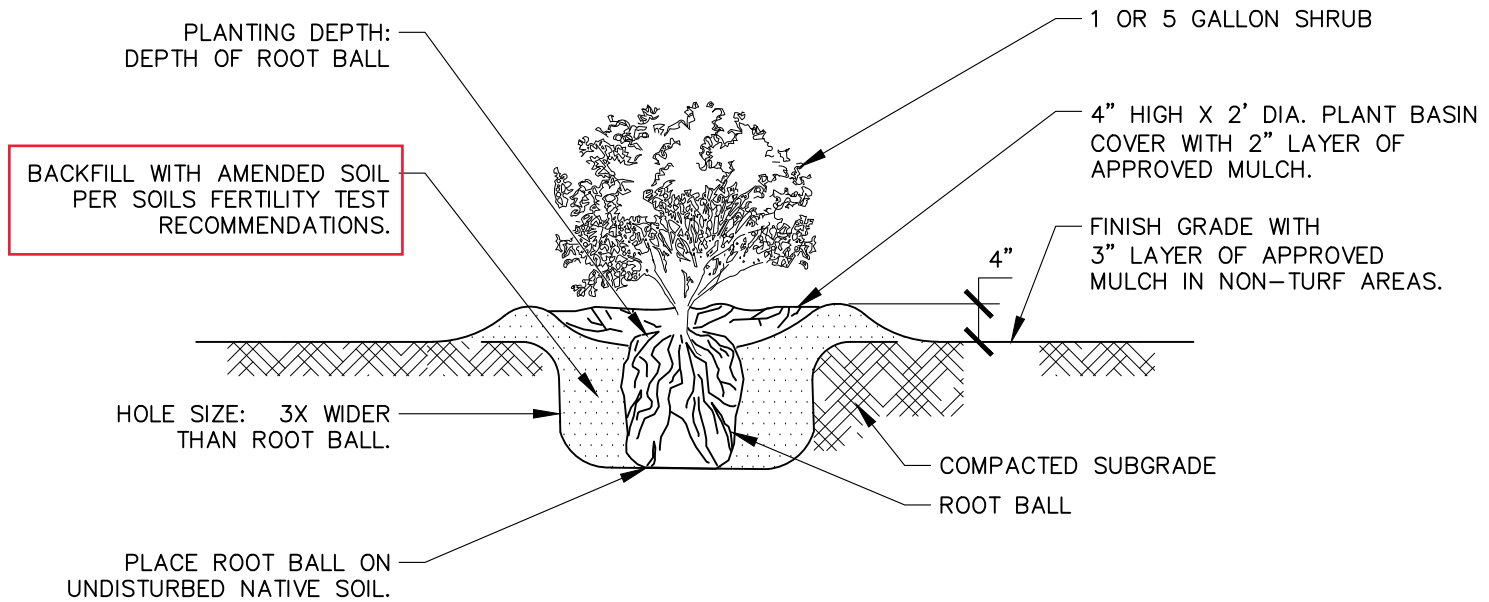
## GROUNDCOVER PLANTING

### NOTES

1. "S" REFERS TO PLANT SPACING, SEE PLANT TABLE ON CONSTRUCTION DOCUMENTS.

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

PK-17



*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR



PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

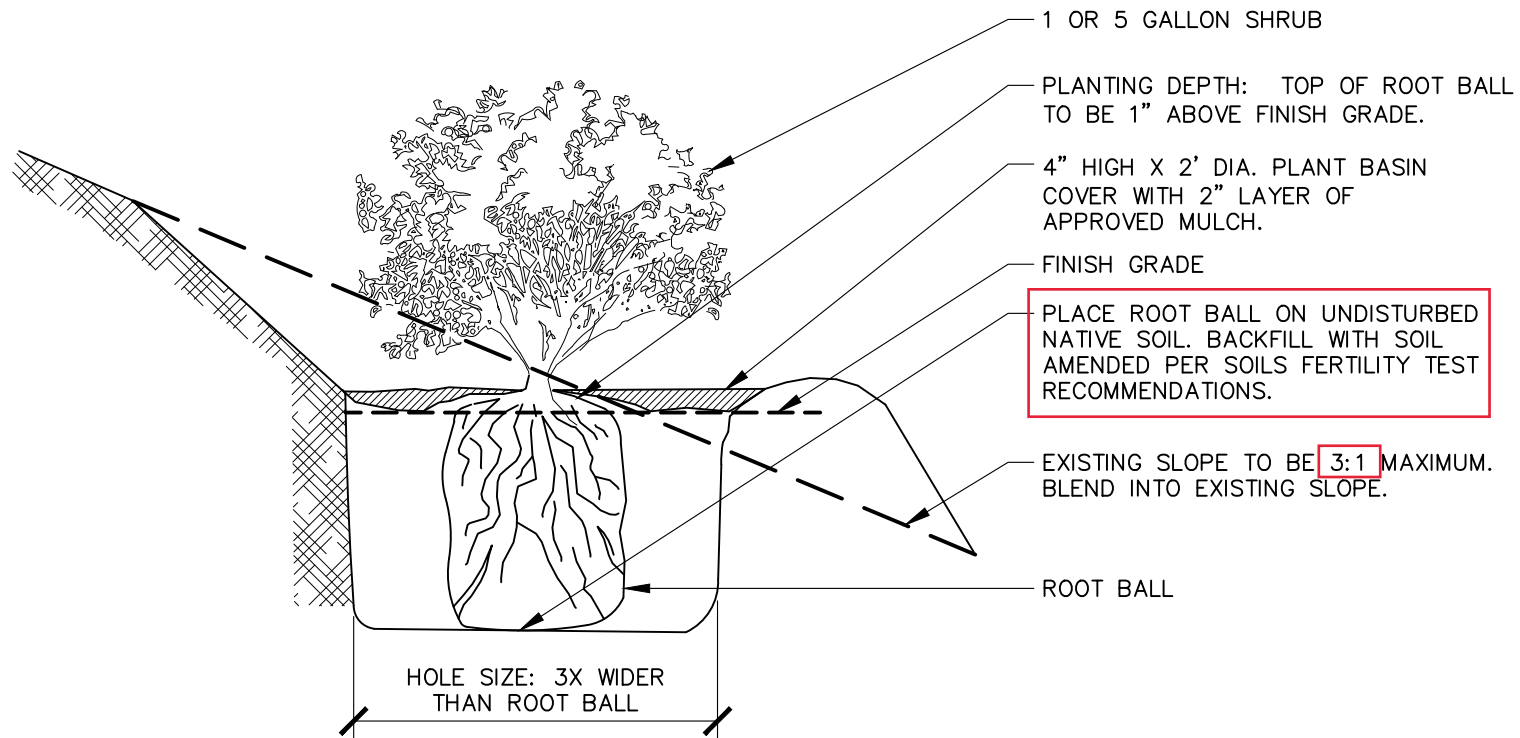
## SHRUB PLANTING

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

PK-18

### NOTES

1. AMENDMENT SHALL BE CONSISTENT WITH SOILS FERTILITY TEST.
2. PLANTING AREAS SHALL BE TREATED WITH PRE-EMERGENT AFTER PLANTING IS COMPLETE AND PRIOR TO MULCH INSTALLATION.
3. SCORE ROOT BALL IN VARIOUS LOCATIONS.



*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR



PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

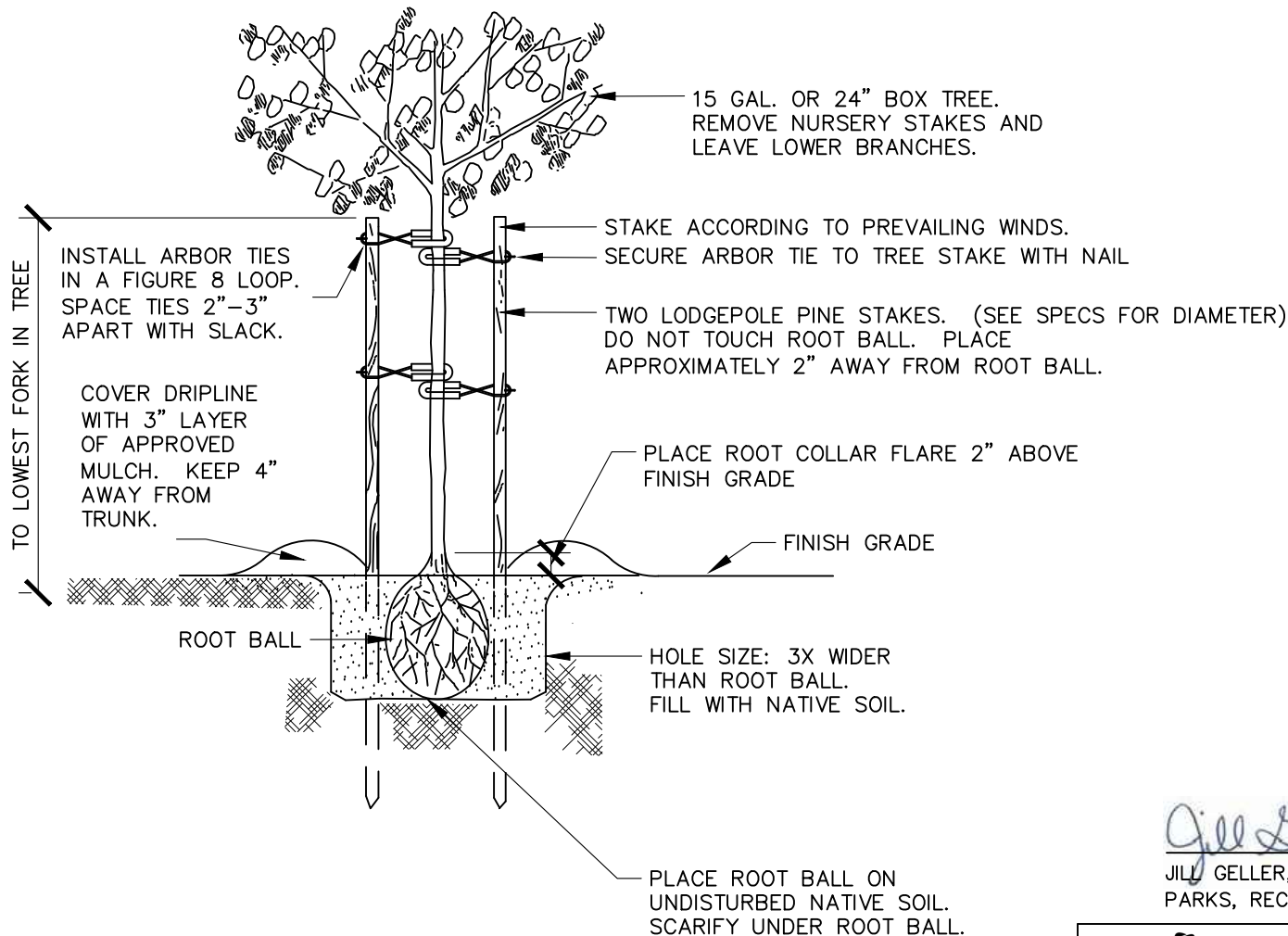
## SHRUBS ON SLOPES

### NOTES

1. PLANTER AREAS SHALL BE TREATED WITH PRE-EMERGENT HERBICIDE AFTER PLANTING IS COMPLETE AND PRIOR TO MULCH INSTALLATION.
2. BUBBLERS TO BE PLACED ON UPHILL SIDE OF SHRUB.
3. SCORE ROOT BALL IN VARIOUS LOCATIONS.

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

PK-19



*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR

## NOTES

1. SCORE ROOT BALL AND CUT GIRDLING ROOTS ON ALL FOUR SIDES OF ROOT BALL.
2. FOR LAWN AREAS: PROVIDE A 3' DIA. AREA FREE OF TURF.
3. TREES FURNISHED IN #15 NURSERY CONTAINERS REQUIRE 2" DIA. STAKES. TREES LESS THAN 8' IN HEIGHT REQUIRE AN 8' STAKE. TREES 8' OR GREATER IN HEIGHT REQUIRE A 10' STAKE. TREES FURNISHED IN 24" BOXES REQUIRE 3" DIA. BY 10' LONG STAKES.
4. INSTALL 2 ARBOR TIES, AT 2/3 OF TREE HEIGHT AND 2 ARBOR TIES AT 1/2 OF TREE HEIGHT.
5. TREE STAKES SHOULD BE INSERTED INTO THE GROUND TO A MINIMUM DEPTH OF 18".
6. TREES TO BE STRUCTURALLY PRUNED BEFORE PLANTING. ESTABLISH A CENTRAL LEADER AND REDUCE OR REMOVE CODOMINANT LEADERS.

CITY OF  
**ROSEVILLE**  
CALIFORNIA

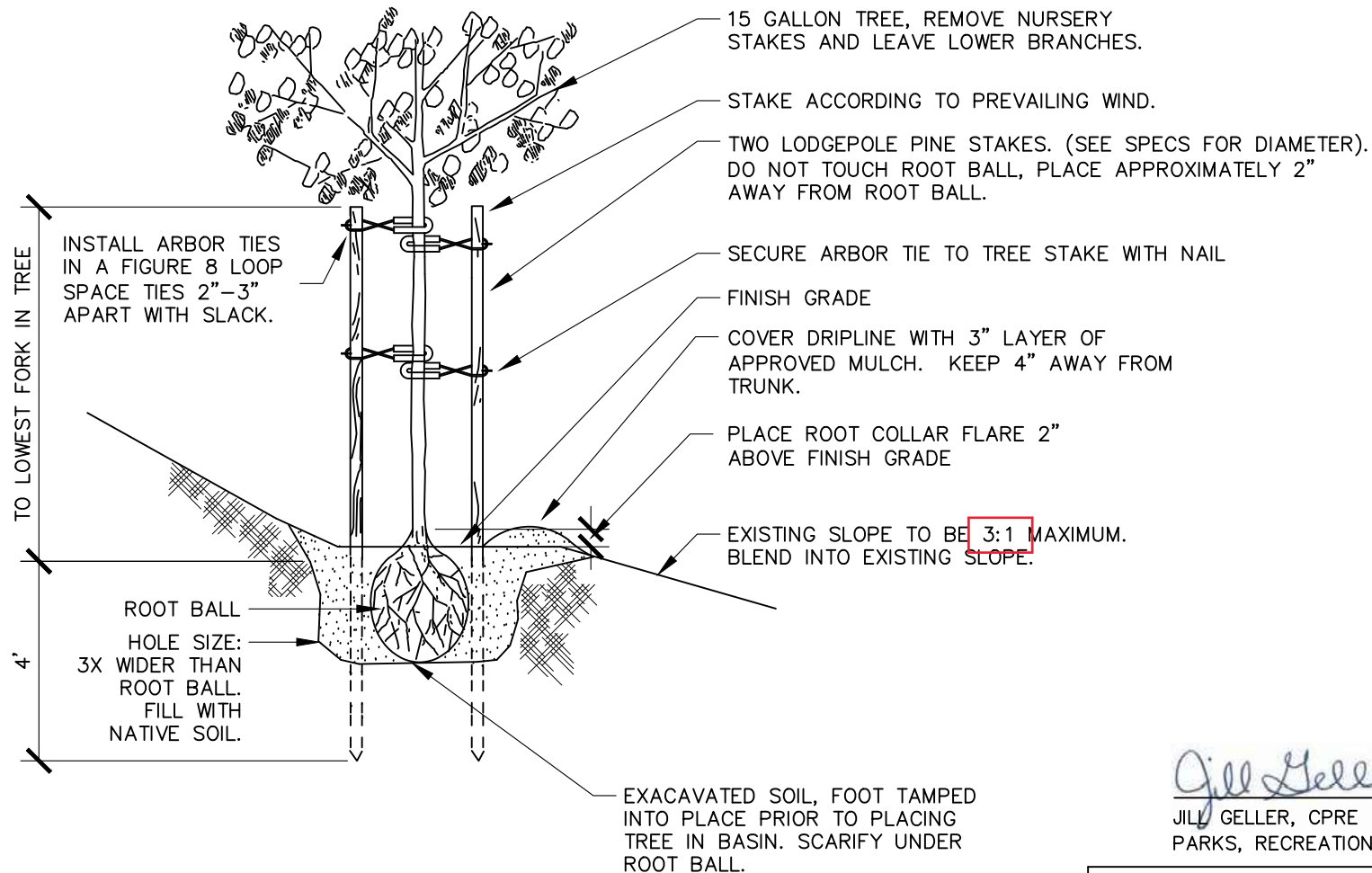
PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

## TREE PLANTING

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

PK-20





## NOTES

1. SCORE ROOT BALL AND CUT GIRDLING ROOTS ON ALL FOUR SIDES OF ROOT BALL.
2. TREES FURNISHED IN #15 NURSERY CONTAINERS REQUIRE 2" DIA. STAKES. TREES LESS THAN 8' IN HEIGHT REQUIRE AN 8' STAKE. TREES 8' OR GREATER IN HEIGHT REQUIRE A 10' STAKE. TREES FURNISHED IN 24" BOXES REQUIRE 3" DIA. BY 10' LONG STAKES.
3. INSTALL 2 ARBOR TIES, AT 2/3 OF TREE HEIGHT AND 2 ARBOR TIES AT 1/2 OF TREE HEIGHT.
4. TREE STAKES SHOULD BE INSERTED INTO THE GROUND TO A MINIMUM DEPTH OF 18".
5. TREES TO BE STRUCTURALLY PRUNED BEFORE PLANTING. ESTABLISH CENTRAL LEADER AND REDUCE OR REMOVE CODOMINANT LEADERS.

*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR

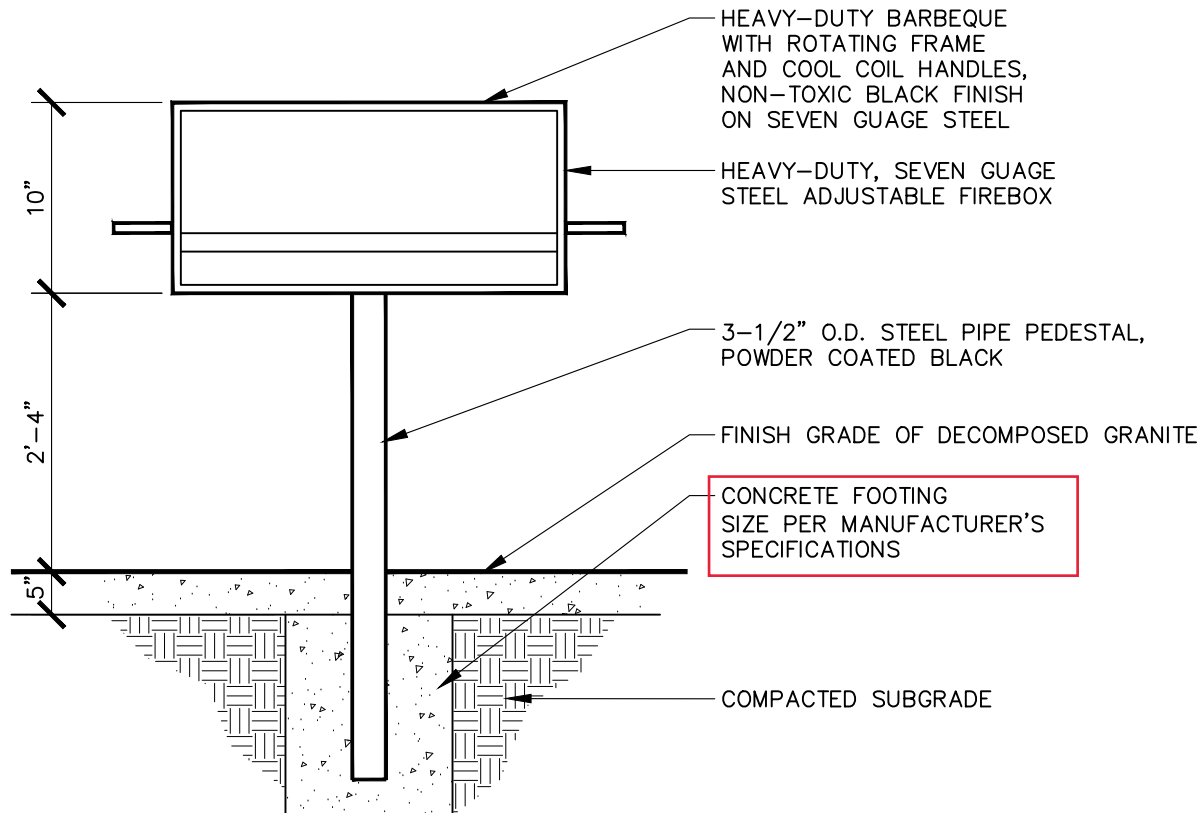
CITY OF  
**ROSEVILLE**  
CALIFORNIA

PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

## TREES ON SLOPES

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

PK-21



## NOTES

1. INSTALL FOOTING PER MANUFACTURER'S SPECIFICATIONS AND DETAILS.
2. SEE PROJECT SPECIFICATIONS FOR MODEL NUMBER AND TYPE.
3. LOCATE ADEQUATE DISTANCE FROM STRUCTURES AND TREES IN ORDER TO PREVENT THE POTENTIAL FOR CLIMBING.

*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR



PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

BARBEQUE

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

PK-22

## PLAN

14 3/4"  
O.D. MOUNTING PLATE

STAINLESS STEEL  
VALVE WITH O-RING

## SECTION

SPOUT OUTLET 36" MAX.

27" MIN.

20"

ACCESS DOOR

6"

SPOUT OUTLET 38" MIN. & 43" MAX.

HIGH DRINKING BASIN

LOW DRINKING BASIN FOR ACCESSIBILITY.  
PROVIDE A MINIMUM 4' CLEARANCE ON ALL SIDES.

HIGH DRINKING BASIN

STAINLESS STEEL VALVE WITH O-RING

RECESSED HOSE BIBB WITH LOCK DOOR

STAINLESS STEEL SURFACE CARRIER, EXTERNAL MOUNT

6" SCH 40 PVC SLEEVE, VERIFY SIZE PRIOR TO INSTALLATION

FINISH GRADE

B-16 CONCRETE VALVE BOX  
LEAD-FREE ANGLE GATE VALVE, LINE  
SIZE. INSTALL SCH 40 PVC PIPE  
FROM POINT OF CONNECTION TO  
GATE VALVE AT DRINKING FOUNTAIN.

SCH 80 PVC OR COPPER SUPPLY  
LINE, SIZE AS NOTED ON THE PLANS.

PLUGGED TEE, LINE SIZE. TEE TO BE  
INSTALLED FACING UP.

WATER STRAINER, WRAP WITH INSULATION.

STAINLESS STEEL BRAID HOSE (LINE  
SIZE) TO FOUNTAIN CONNECTION

VCP OR SDR-35,  
PER PLAN

3" MIN. CONNECT TO SANITARY SEWER (SEE PLANS).  
PROVIDE AND INSTALL P-TRAP.

*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR



PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

## DRINKING FOUNTAIN

## NOTES

1. PROVIDE LINE SIZE TWO WAY CLEAN OUT EVERY 100' ON SANITARY SEWER LINE UPSTREAM OF Y.
2. 10" STAINLESS STEEL SURFACE CARRIER REQUIRED, EXTERNAL MOUNT.
3. FOUNTAIN BASE PER MANUFACTURER'S SPECIFICATIONS.
4. LOCATION OF DRINKING FOUNTAIN "ON" BUTTON AND LOCATION OF BOTTLE FILLER SPOUT (IF APPLICABLE) SHALL BE DETERMINED VIA THE SUBMITTAL PROCESS.
5. INCLUDE BOTTLE FILLER OPTION AS SHOWN ON PLANS/SPECIFICATIONS.
6. MAY DISCHARGE TO SUMP IN LIEU OF SEWER CONNECTION IF SHOWN ON PLANS.

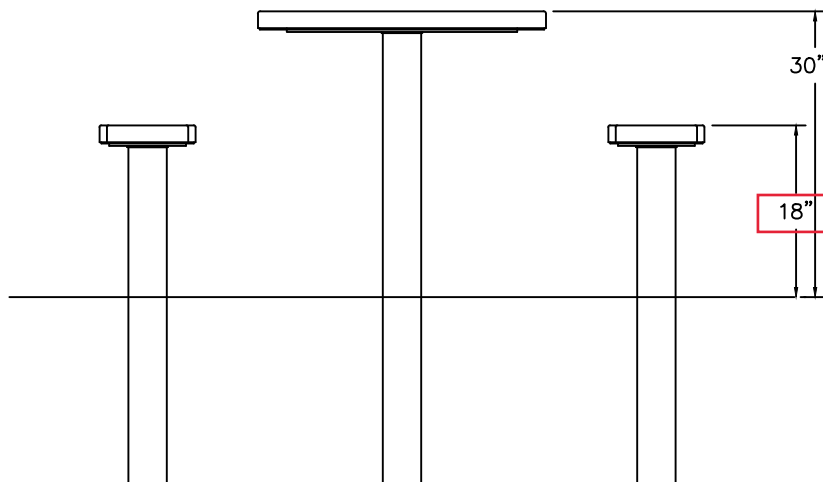
SCALE: NONE

REVISED: JULY 2023

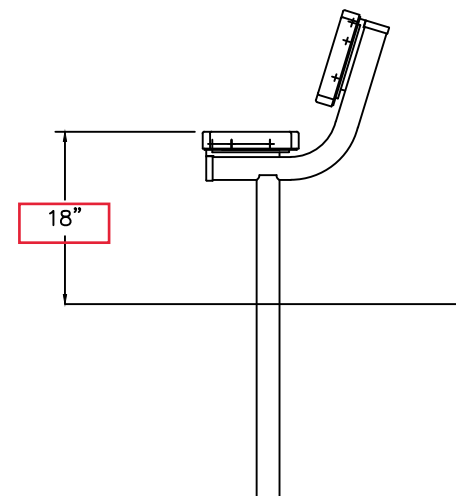
REVIEWED BY: T. GEE

APPROVED BY: J. GELLER

PK-23



TABLE



BENCH

**NOTES**

1. INSTALL FOOTINGS PER MANUFACTURERS RECOMMENDATIONS.
2. INSTALL PLUMB AND LEVEL.
3. INSTALLATION HEIGHTS:  
 TABLE (TOP)– 28" MIN. – 34" MAX. PREFER 30" AT MID-POINT.  
 –MAINTAIN 27" MIN. CLEAR SPACE TO BOTTOM OF TABLE  
 BENCH (TOP)– 17" MIN. – 19" MAX. PREFER 18" AT MID-POINT.

*Jill Geller*

JILL GELLER, CPRE  
 PARKS, RECREATION & LIBRARIES DIRECTOR

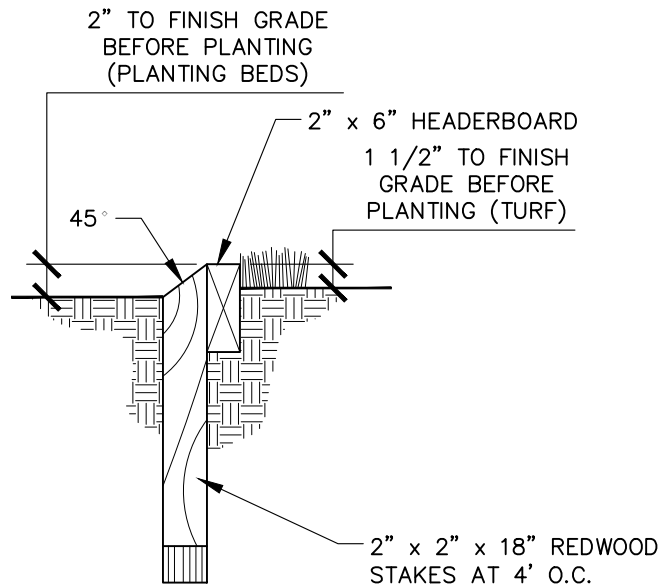


PARKS, RECREATION, & LIBRARIES  
 DEPARTMENT

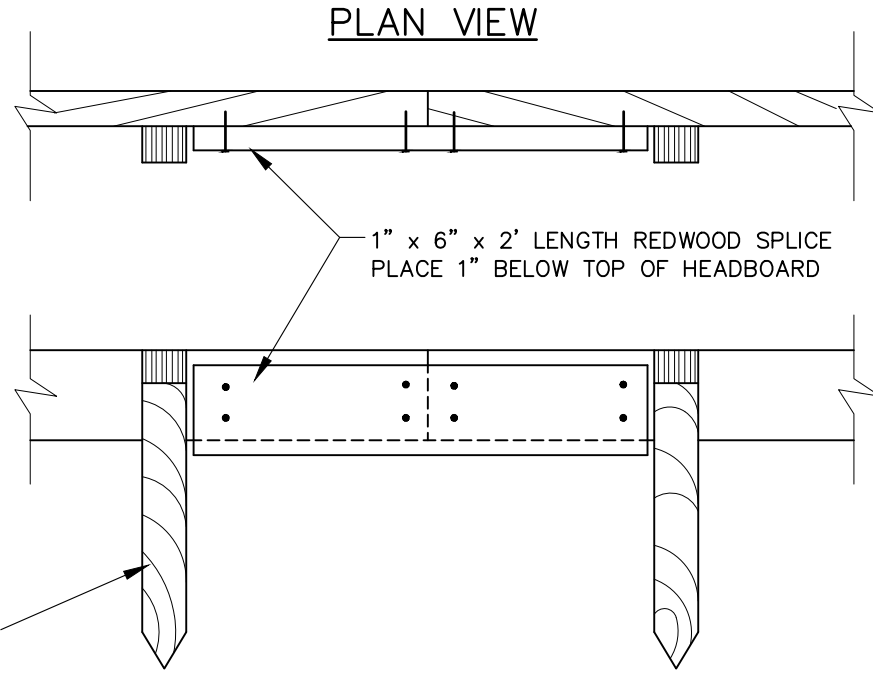
**PICNIC TABLE AND BENCH  
 INSTALLATION HEIGHTS**

SCALE: NONE  
 REVISED: JULY 2023  
 REVIEWED BY: T. GEE  
 APPROVED BY: J. GELLER

PK-24



SECTION



SPLICE DETAIL

*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR



PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

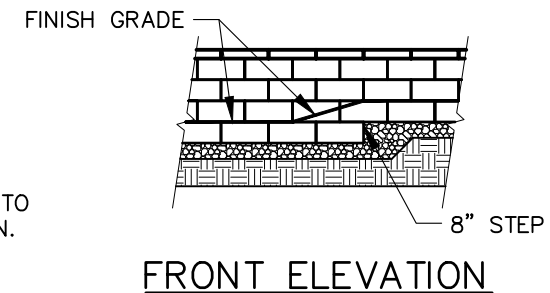
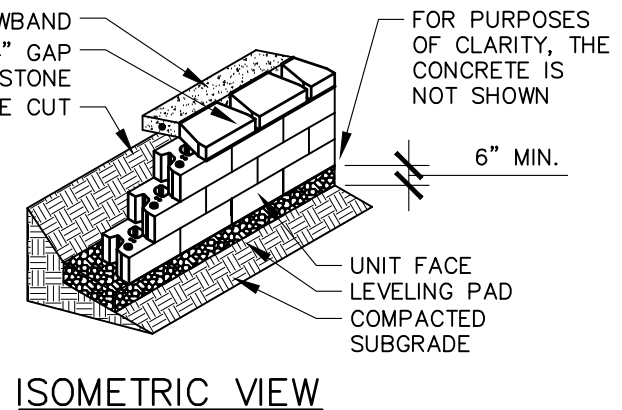
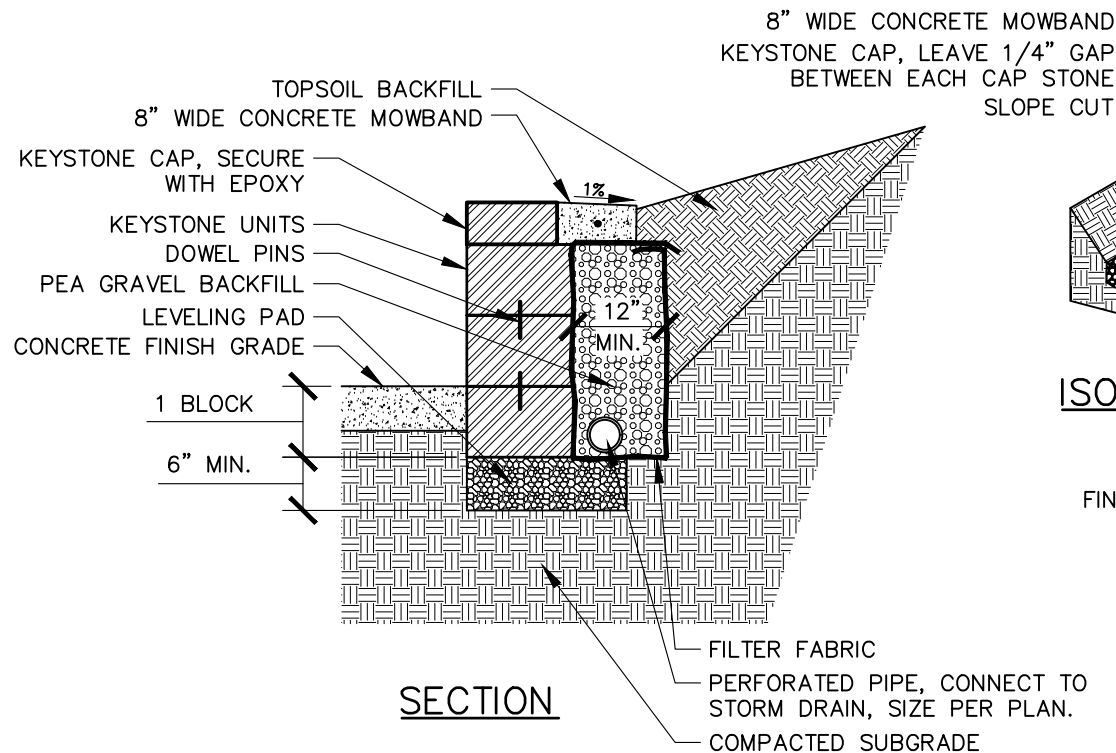
HEADER

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

PK-25

NOTES

1. USE TWO 1" x 6" REDWOOD ON ALL CURVES (WHERE NECESSARY).
2. INSTALL ALL STAKES AND SPLICES ON PLANTING SIDE OF HEADER BOARD.
3. ALL NAILS SHALL BE GALVANIZED.
4. ALL LUMBER SHALL BE REDWOOD, ROUGH CONSTRUCTION HEART GRADE IN ACCORDANCE TO CALIFORNIA REDWOOD ASSOCIATION GRADING RULES.
5. UTILIZE ONLY AS APPROVED BY CITY. DO NOT USE IN TURF OR PLANTED AREAS.



*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR



PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

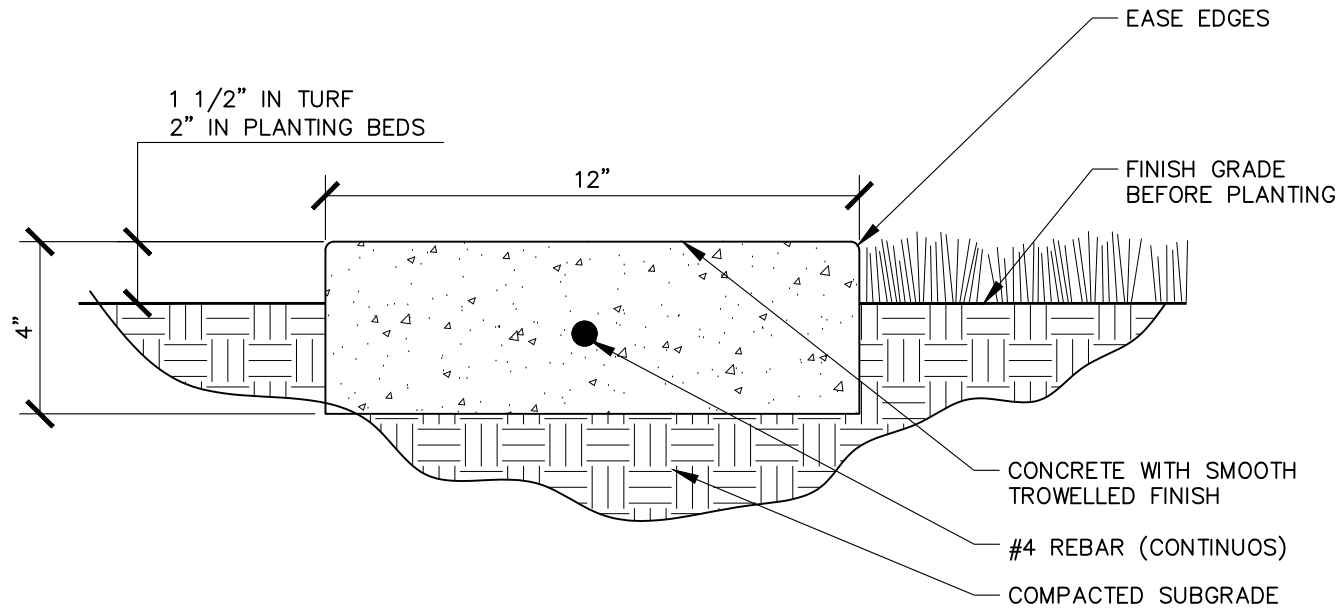
## KEYSTONE SEAT WALL RETAINING WALL

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

PK-26

### NOTES

1. KEYSTONE UNITS FOR THIS PROJECT SHALL BE COMPACT STRAIGHT FACE UNITS (18"W x 8"H x 12"D) AND MINICAP UNITS (18"W x 4"H x 10"D).
2. THE LEVELING PAD IS TO BE CONSTRUCTED OF COMPACTED CLASS II AGGREGATE BASE OR 2,000 PSI CONCRETE.
3. SUBGRADE COMPACTED TO A MINIMUM OF 95% RELATIVE DENSITY.
4. LEAVE NON-GROUTED GAP BETWEEN CAP STONES AT FRONT, GROUT AT BACK TO HOLD.
5. APPLY ANTI-GRAFFITI SEALANT TO ALL SURFACES. WALL NOT TO BE USED IN A PUBLIC RIGHT-OF-WAY.



*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR



PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

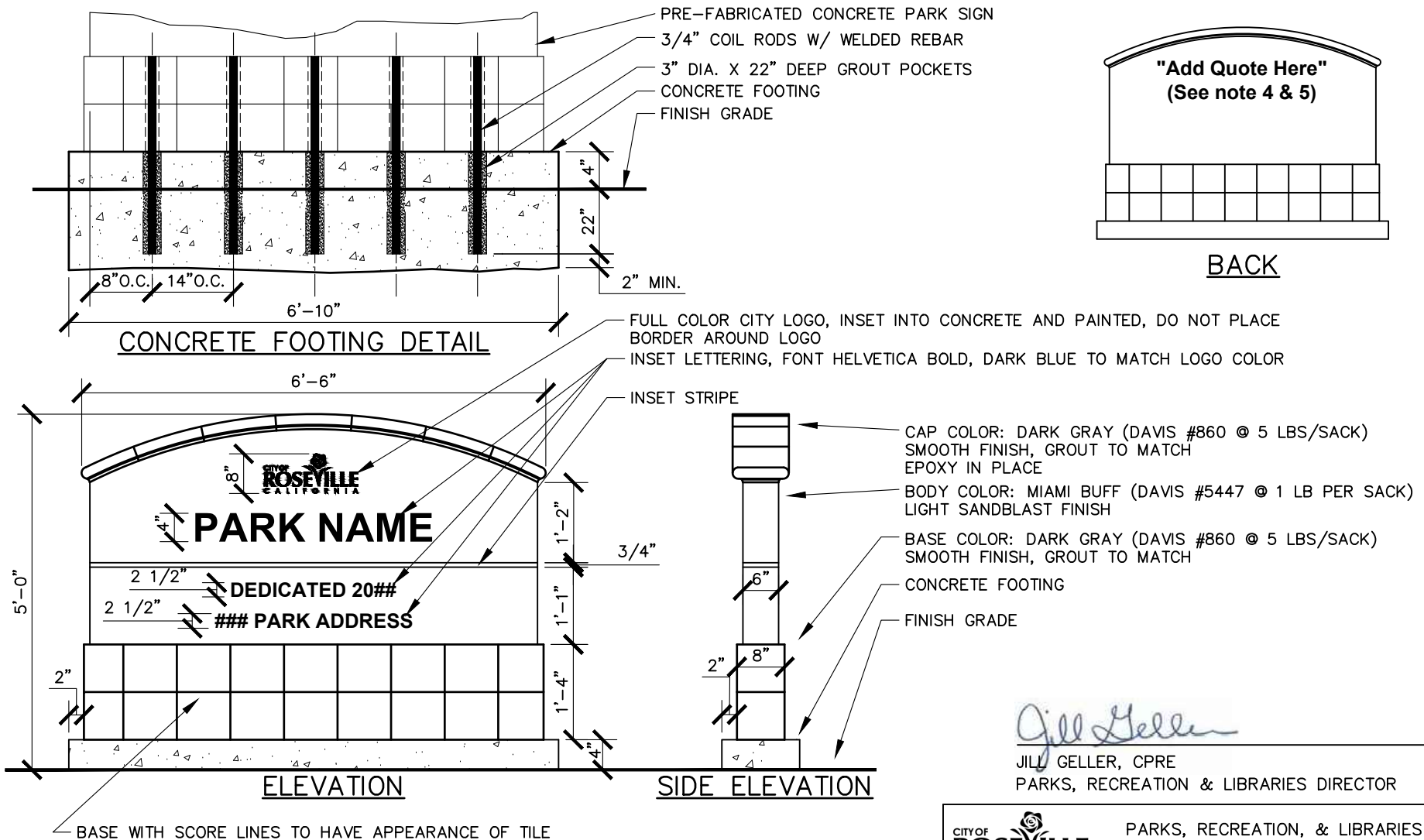
## MOWBAND

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

PK-27

### NOTES

- WHERE VEHICULAR SERVICE/MAINTENANCE TRAFFIC WILL CROSS MOWBANDS, CONCRETE SECTIONS SHALL BE THICKENED TO 6" (SELECT AREAS ONLY).
- PROVIDE 1/2" SCORE JOINTS AT 20' O.C.



#### NOTES

1. CONSULT PROJECT MANAGER FOR CITY OF ROSEVILLE LOGO SPECIFICATIONS.
2. SUBMIT SHOP DRAWINGS FOR APPROVAL PRIOR TO SIGN CONSTRUCTION.
3. CONSTRUCT CONCRETE FOOTING PER MANUFACTURER'S SPECIFICATIONS.
4. COORDINATE PARK NAME, DEDICATION YEAR, ADDRESS AND QUOTE ON BACK OF SIGN WITH PROJECT MANAGER PRIOR TO PLACING ORDER.
5. QUOTE ON BACK OF SIGN: INSET LETTERING, 2-1/2" TALL, FONT HELVETICA, DARK BLUE.



PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

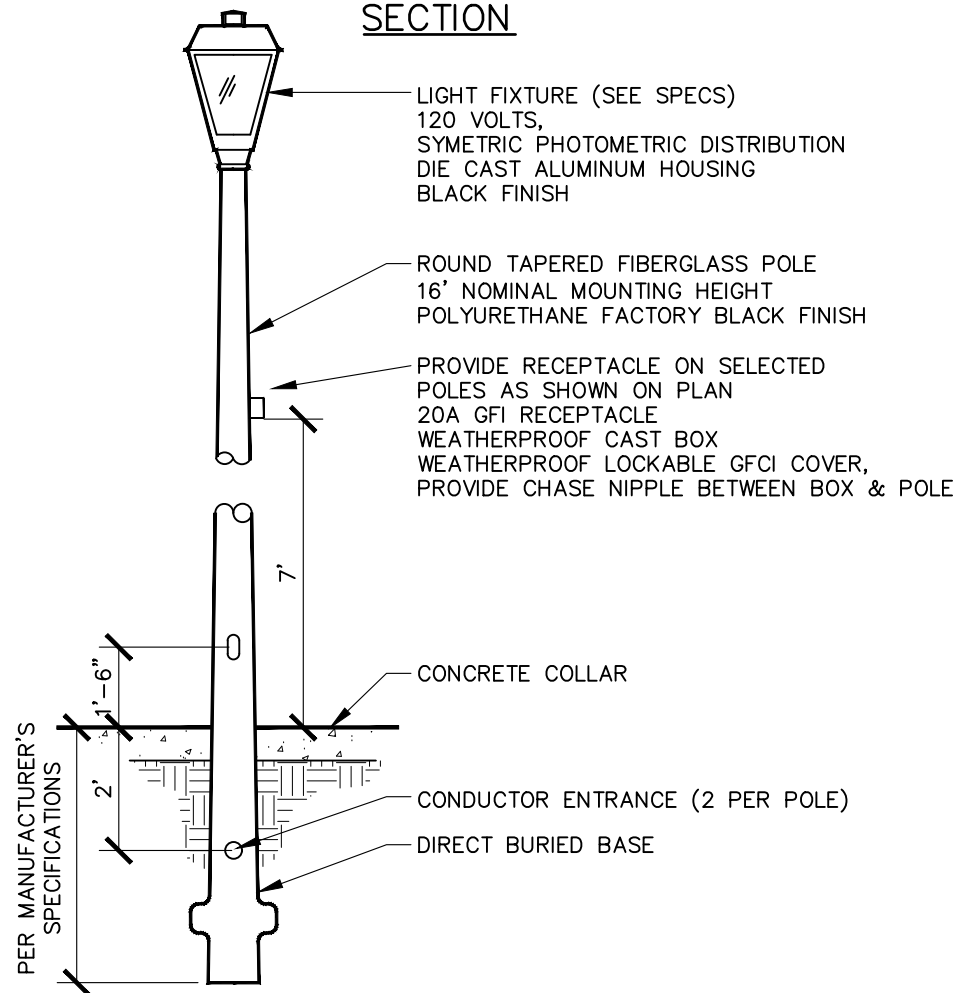
### PARK IDENTIFICATION SIGN

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

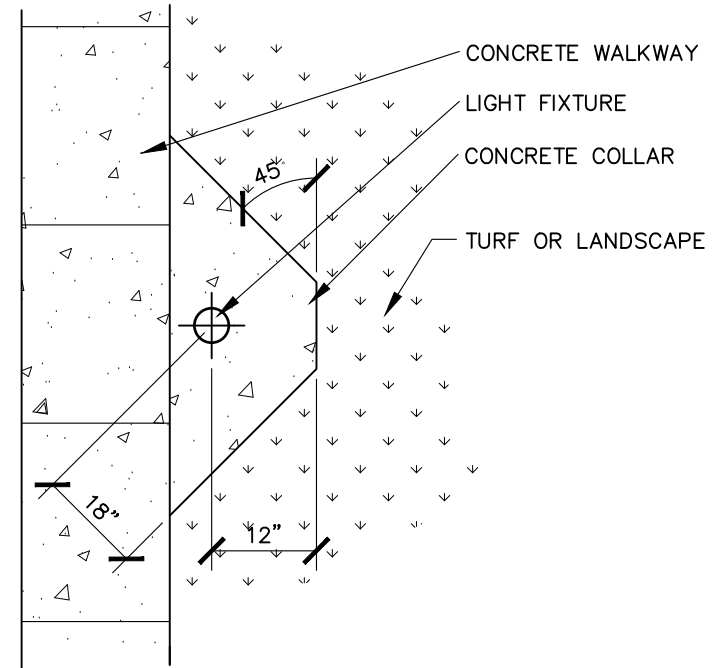
PK-28



## SECTION



## PLAN



*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR



PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

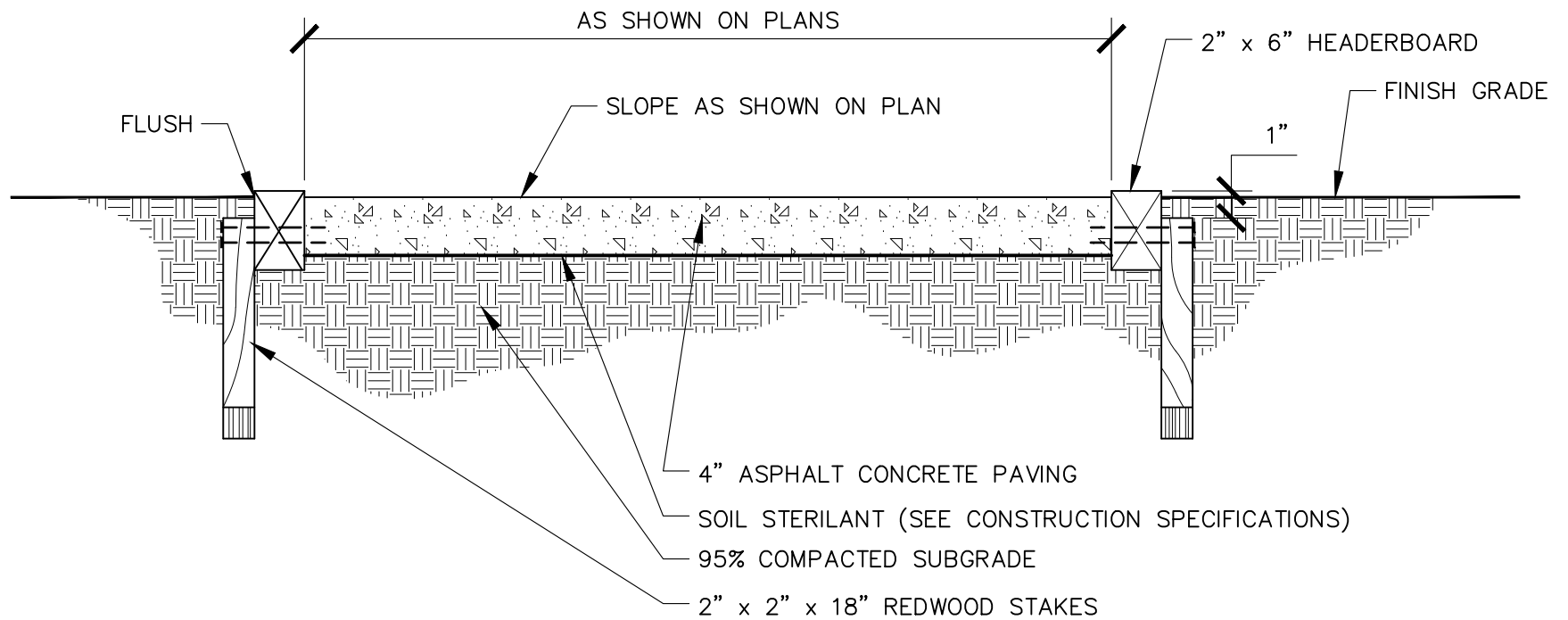
## SECURITY LIGHT WITH CONCRETE COLLAR

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

PK-29

## NOTES

1. INCLUDE MANUAL BYPASS IN POWER PEDESTAL FOR MANUAL OVERRIDE.
2. ALL LIGHTS TO BE LOCATED ADJACENT TO WALKWAYS.



*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR



PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

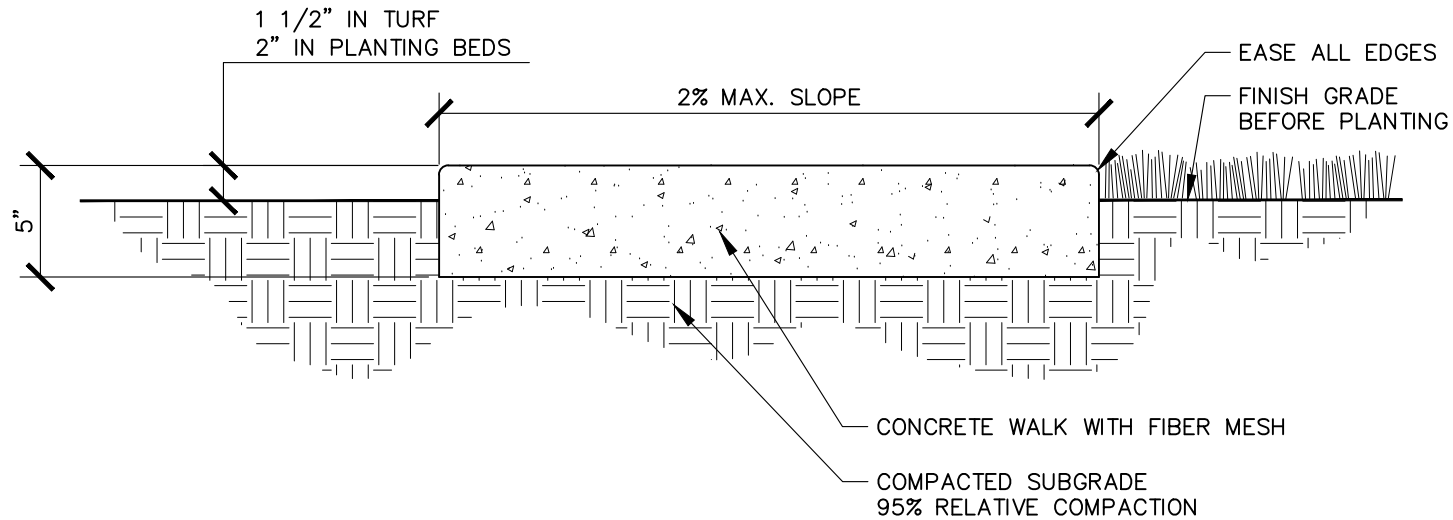
## ASPHALT CONCRETE PAVING

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

PK-30

### NOTES

1. HEADER BOARD SHALL BE REDWOOD, ROUGH, CONSTRUCTION HEART GRADE, IN ACCORDANCE TO CALIFORNIA REDWOOD ASSOCIATION GRADING RULES.
2. ALL NAILS SHALL BE GALVANIZED 16 PENNY.
3. TYPE A ASPHALT CONCRETE REQUIRED.



*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR



PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

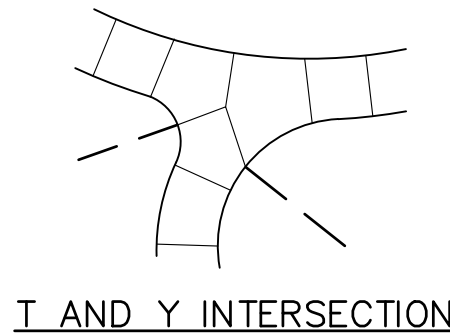
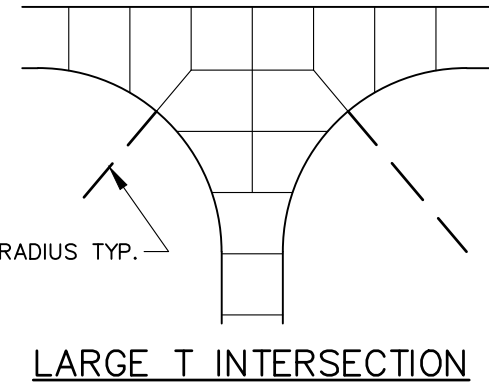
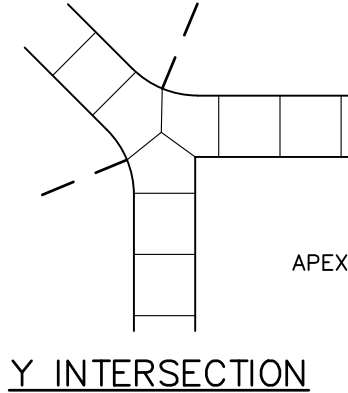
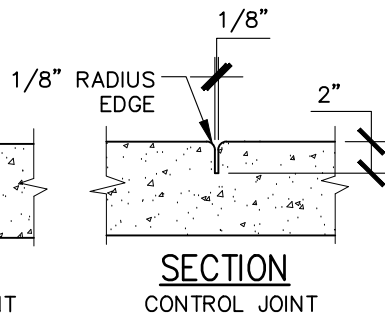
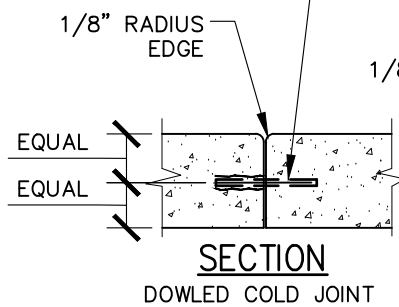
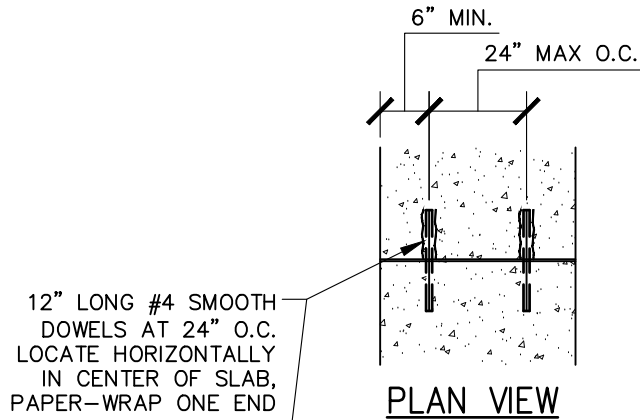
## CONCRETE PAVING

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

PK-31

### NOTES

1. PROVIDE CONROL JOINTS 2" DEEP AT INTERVALS THE WIDTH OF THE WALK.
2. CLASS "A" SIX SACK CONCRETE.
3. MEDIUM BROOM FINISH PERPENDICULAR TO PATH OF TRAVEL UNLESS OTHERWISE SPECIFIED.



*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR



PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

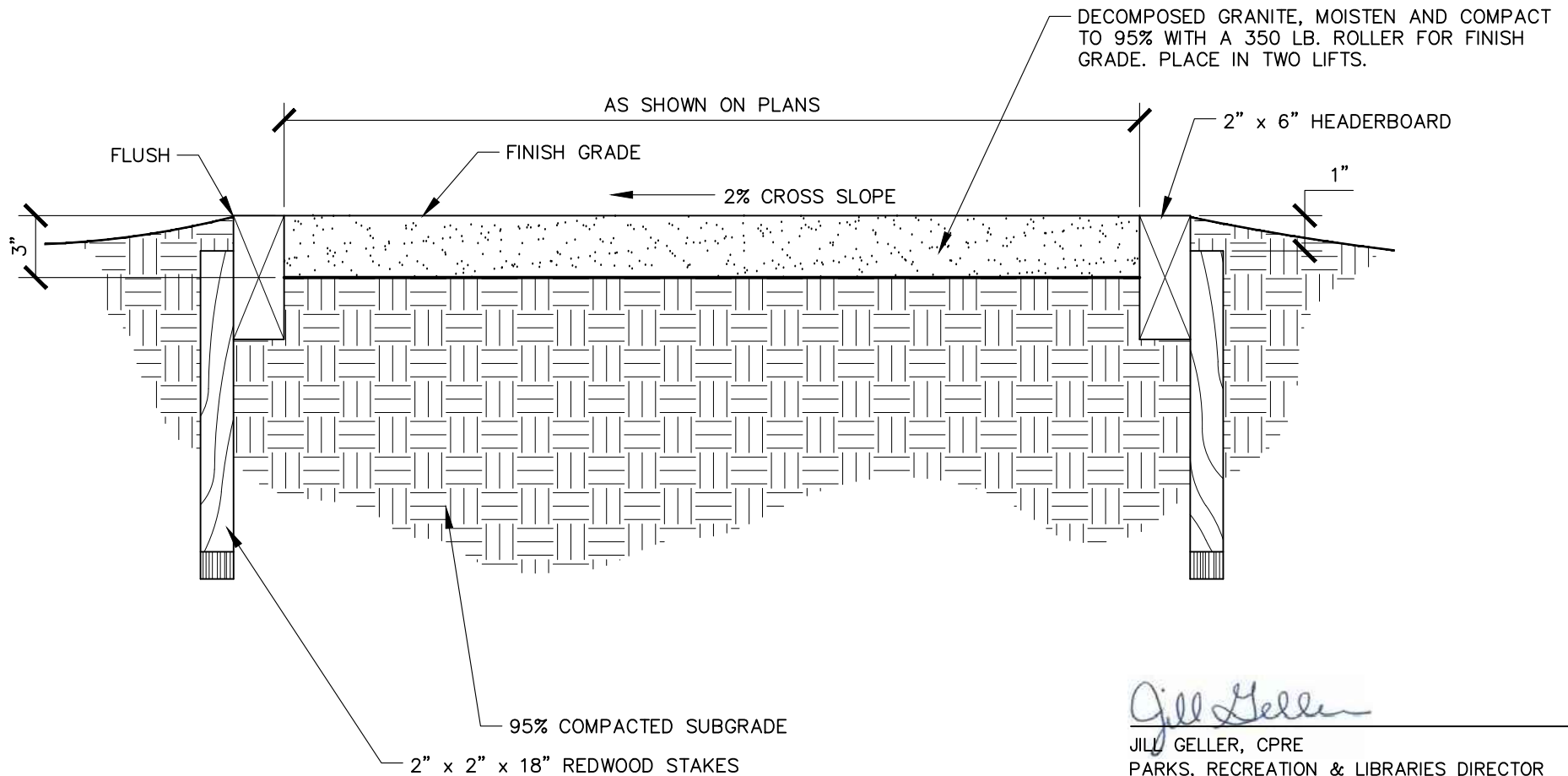
## CONTROL JOINTS

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

PK-32

## NOTES

1. CONTROL JOINTS SHALL NOT DIVIDE CONCRETE INTO SHAPES CONTAINING AN INTERIOR ANGLE OF 45 DEGREES OR LESS.
2. JOINTS SHALL BE SPACED EQUAL TO THE WIDTH OF THE PATH. EXAMPLE: A 10 FT. WIDE PATH SHALL HAVE JOINTS SPACED AT 10 FT. O.C.



*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR



PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

## DECOMPOSED GRANITE PAVING

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

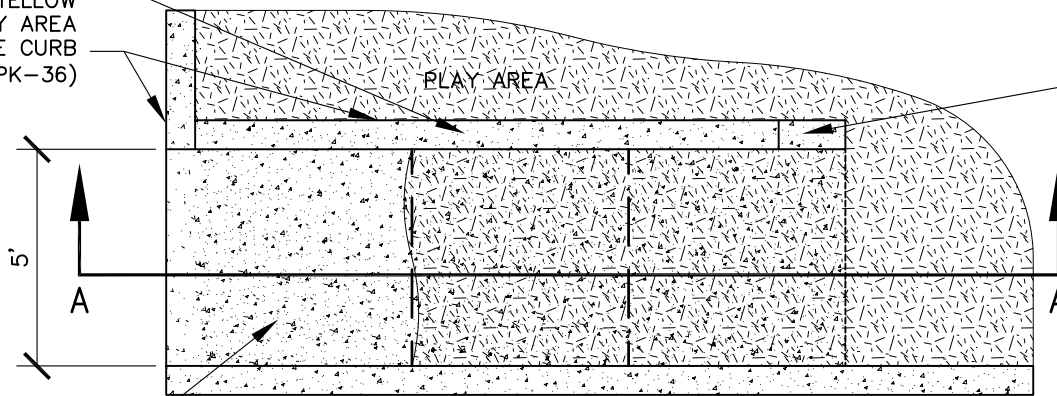
PK-33

### NOTES

1. CONTRACTOR TO SUBMIT SAMPLE OF LIGHT TAN OR CALIFORNIA GOLD DECOMPOSED GRANITE FOR APPROVAL BY CITY.

## PLAN VIEW

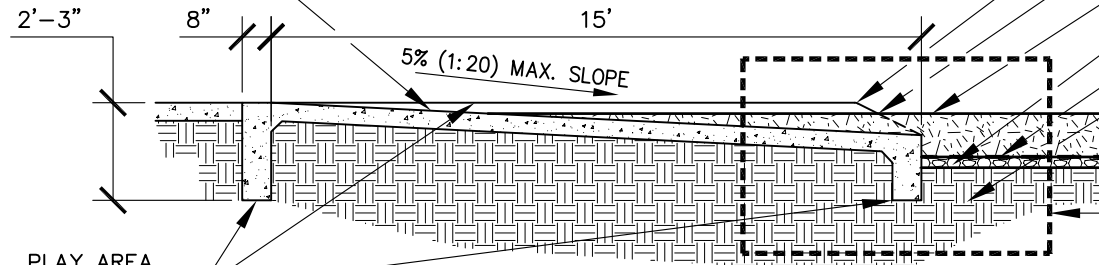
PAINT THIS CURB  
YELLOW  
PLAY AREA  
CONCRETE CURB  
(REFER TO PK-36)



TRANSITION CURB HEIGHT AT  
2:1 SLOPE AT PATH TERMINUS

CONCRETE PAVING  
(REFER TO PK-31)

## SECTION A-A



2" RADIUS ON ALL EXPOSED CURB EDGES

TRANSITION CURB HEIGHT AT  
2:1 SLOPE AT PATH TERMINUS

ENGINEERED WOOD FIBER

3/4" DIA. CLEAN DRAIN ROCK

FILTER FABRIC

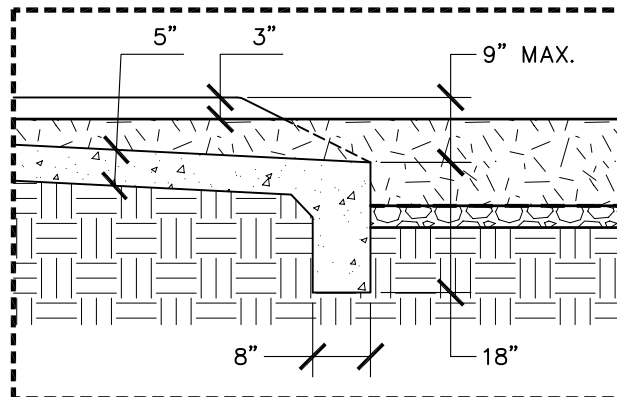
95% COMPACTED SUBGRADE

12"  
3"

SEE ENLARGEMENT

PLAY AREA  
CONCRETE CURB  
(REFER TO PK-36)

## ENLARGEMENT



*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR

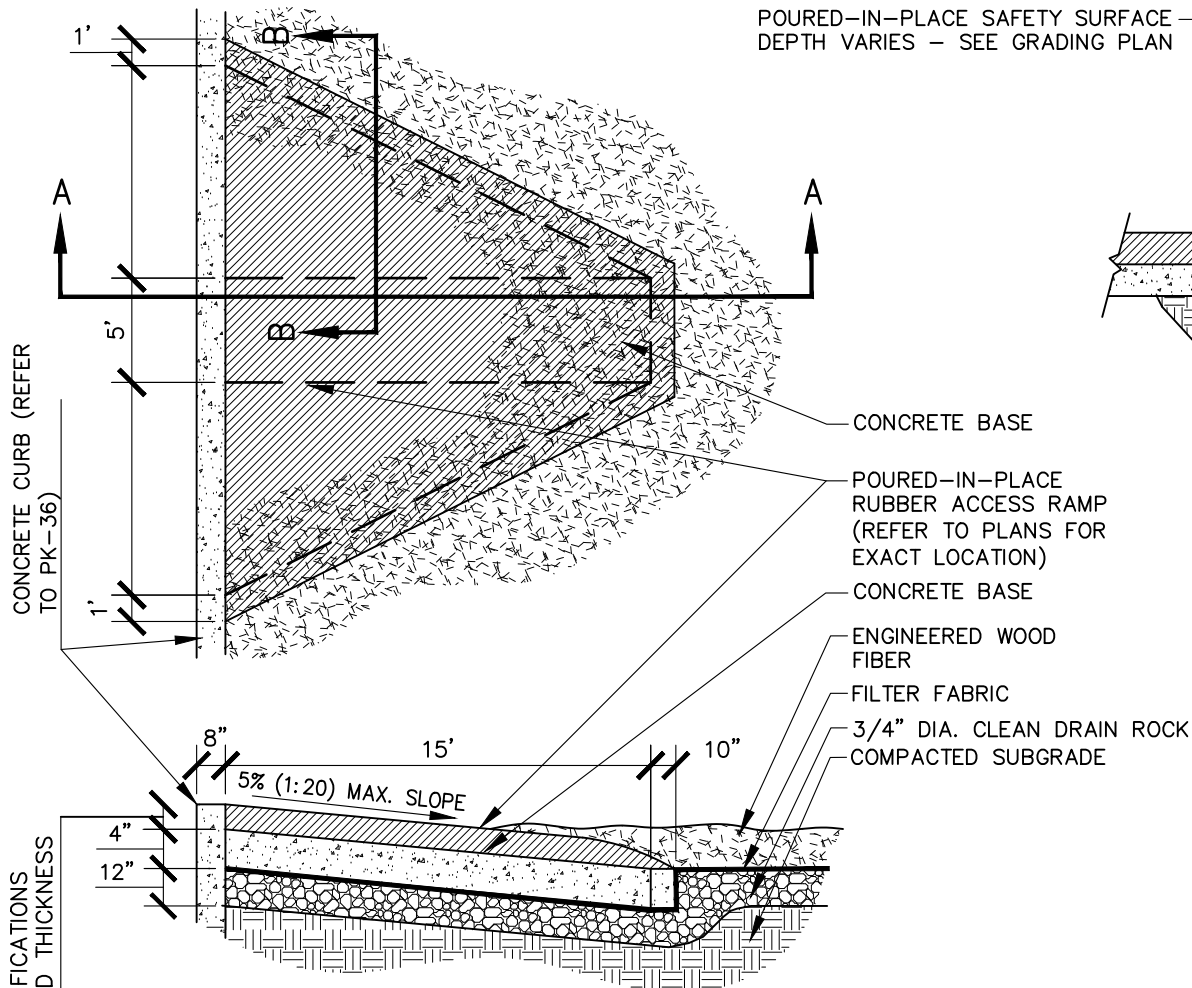


PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

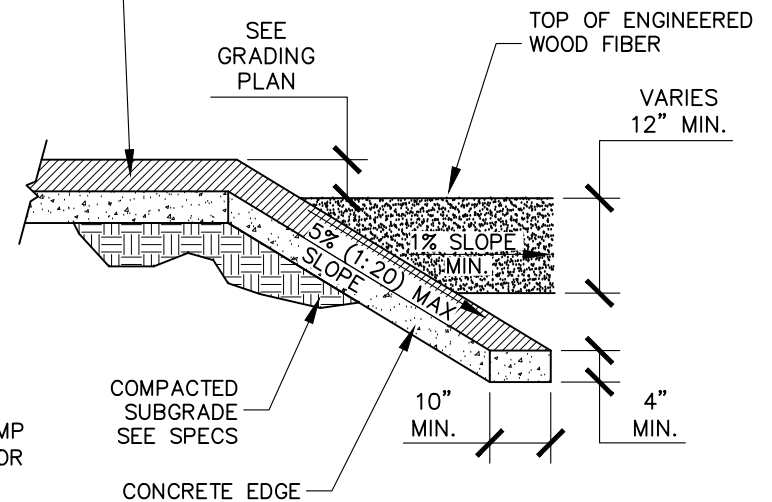
## PLAY AREA ACCESS RAMP "A"

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

PK-34



**SECTION A-A**



**SECTION B-B**

*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR



PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

**PLAY AREA  
ACCESS RAMP "B"**

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

**PK-35**

**NOTES**

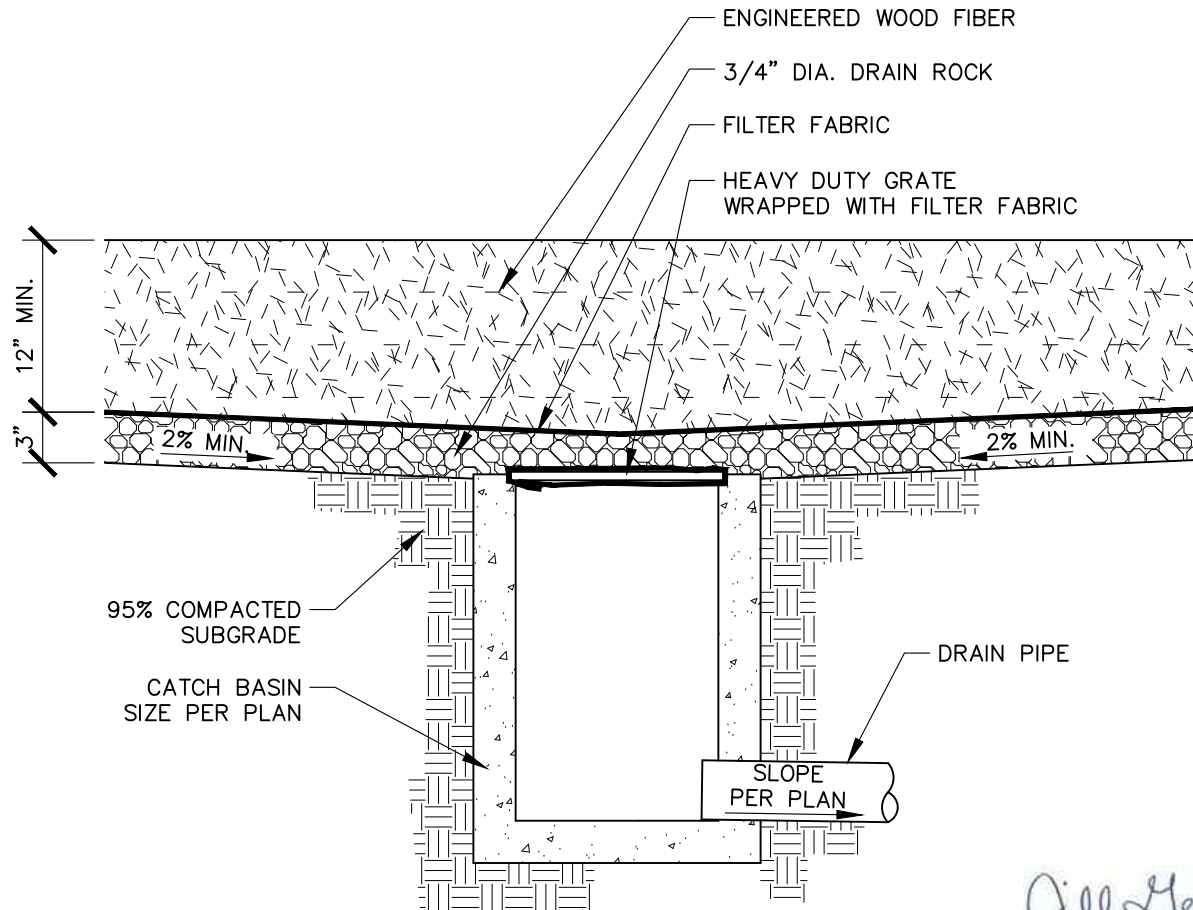
1. INSTALL POURED-IN-PLACE SURFACING PER MANUFACTURER'S SPECIFICATIONS.



CITY OF  
**ROSEVILLE**  
CALIFORNIA

PK-36





*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR

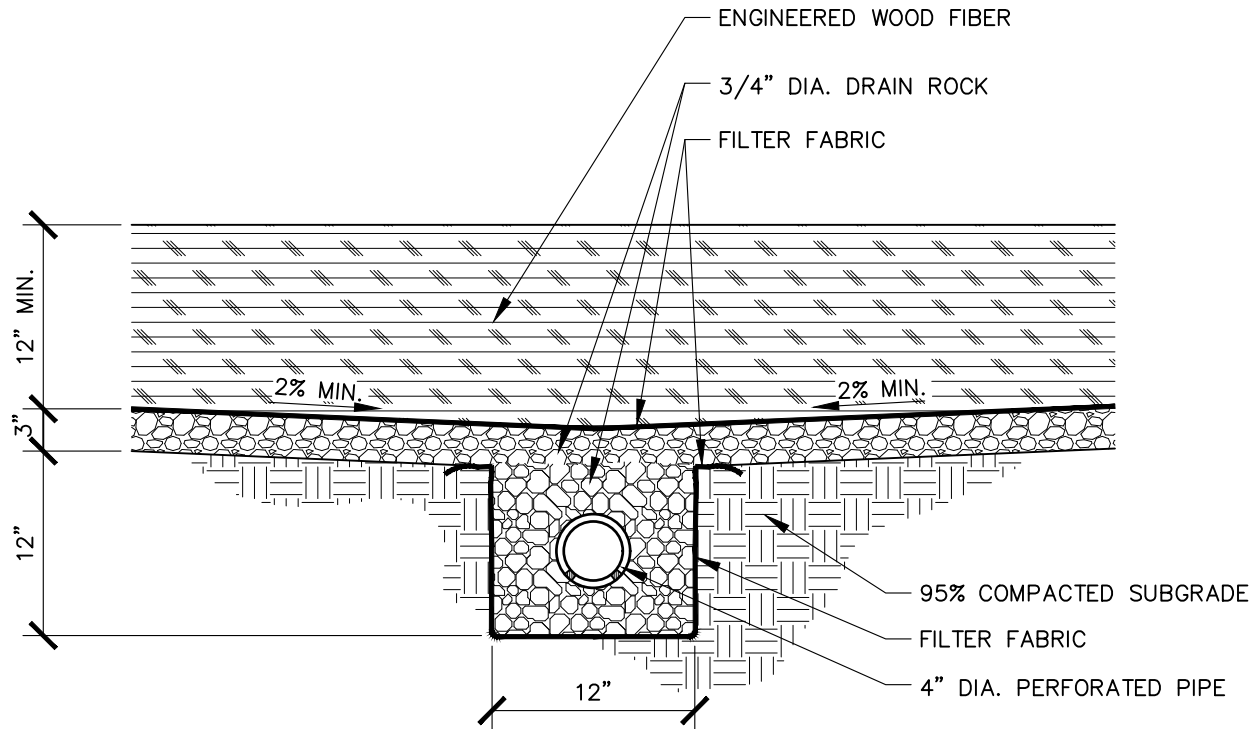


PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

## PLAY AREA DRAIN

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

PK-37



*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR



PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

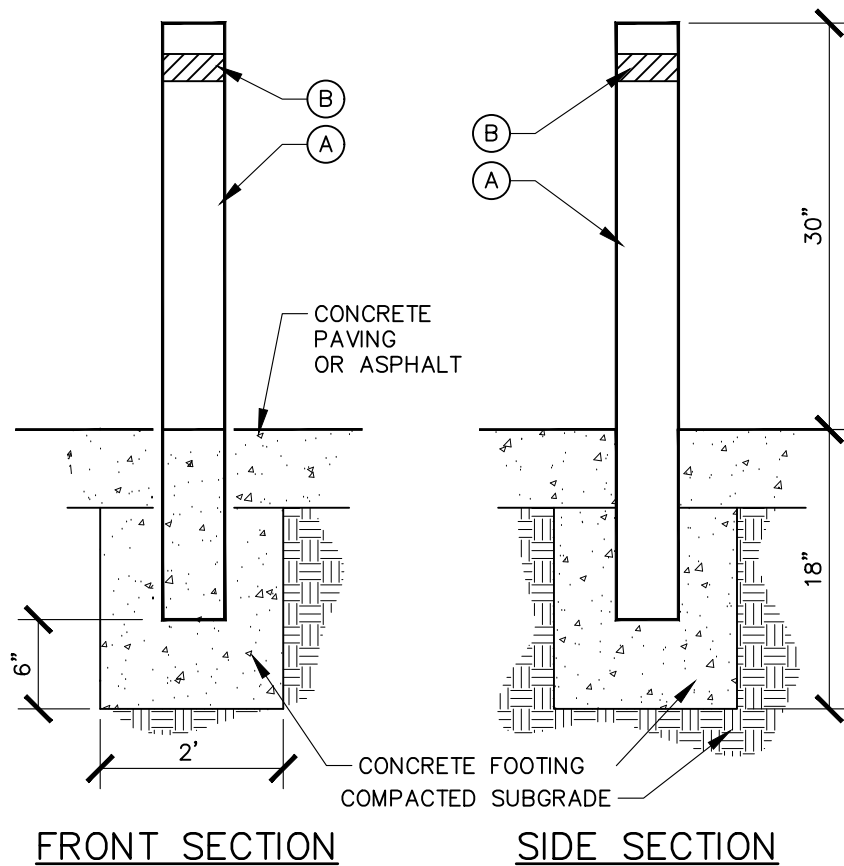
## PLAY AREA PERFORATED PIPE DRAIN

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

PK-38

### NOTES

1. PERFORATED PIPE SHALL BE LAID IN A HERRINGBONE PATTERN AND CONNECTED TO A DRAIN INLET.
2. LOCATE ALL CLEAN OUTS OUTSIDE PLAY AREA WITHIN PLANTING/TURF AREAS.



### LEGEND

- A. 3 1/2" O.D. 1/4" WALL STEEL TUBE WITH CAP WELDED ON TOP.  
EASE ALL EDGES OF STEEL TUBE.
- B. PLACE 2" WHITE REFLECTIVE TAPE.

*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR



PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

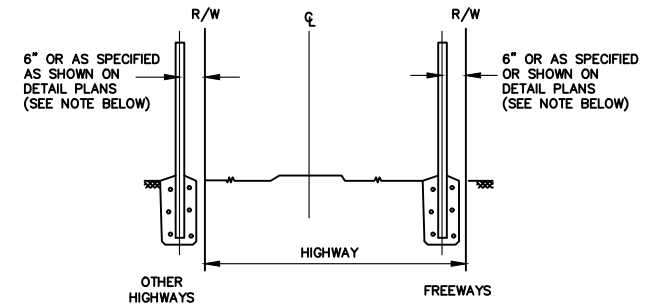
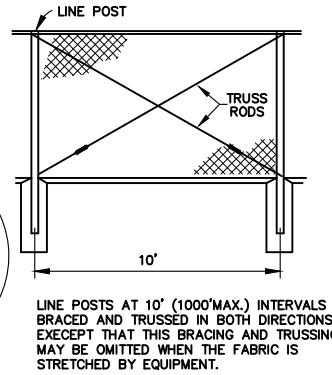
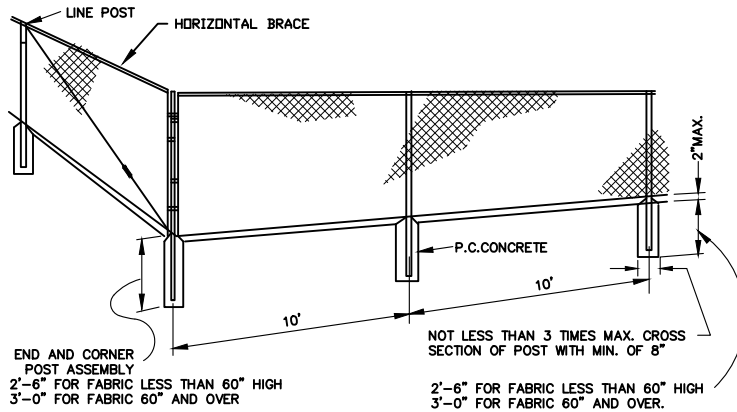
## STATIONARY BOLLARD

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

PK-39

### NOTES

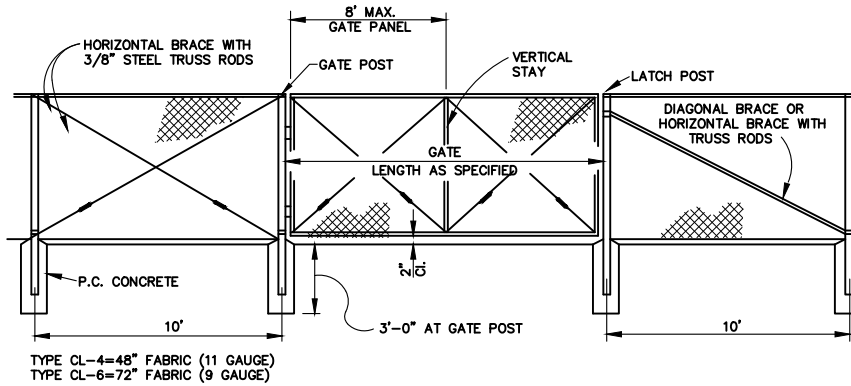
1. ALL TUBING SHALL BE BLACK STEEL PIPE.
2. ALL JOINTS SHALL BE WELDED IN ACCORDANCE WITH CA STATE STANDARD SPECIFICATIONS FOR WELDING STRUCTURAL STEEL AND GROUND SMOOTH.
3. ALL PARTS SHALL BE PAINTED WITH TWO COATS ZINC CHROMATE PRIMER AND TWO COATS EXTERIOR ENAMEL. COLOR: YELLOW



#### NOTES

1. OFFSET TO BE 2'-0" AT MONUMENT LOCATIONS, MEASURED AT RIGHT ANGLES TO R/W LINES. TAPER TO ACHIEVE OFFSET TO BE AT LEAST 20' LONG.

#### FENCE LOCATION



#### TYPICAL MEMBER DIMENSIONS

| FENCE<br>HEIGHT | LINE POSTS      |                 |                | END, LATCH & CORNER POSTS |                                                                                     |                                                                                                                                                                         | BRACES          |                  |                                                                                     |                                                                                     |
|-----------------|-----------------|-----------------|----------------|---------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
|                 | ROUND<br>(I.D.) | H               | ROLL<br>FORMED | ROUND<br>(I.D.)           | ROLL FORMED                                                                         |                                                                                                                                                                         | ROUND<br>(I.D.) | H                | ROLL FORMED                                                                         |                                                                                     |
|                 |                 |                 |                |                           |  |   |                 |                  |  |  |
| 6'AND<br>LESS   | 1-1/2"          | 1-7/8" X 1-5/8" | 3/4" X 1-3/4"  | 2"                        | 3-1/2" X 3-1/2"                                                                     | 2" X 1-3/4"                                                                                                                                                             | 1-1/4"          | 1-1/2" X 1-5/16" | 1-5/8" X 1-1/4"                                                                     | 1-3/4" X 1-1/4"                                                                     |
| OVER<br>6'      | 2"              | 2-1/4" X 2"     | 2" X 1-3/4"    | 2-1/2"                    | 3-1/2" X 3-1/2"                                                                     | 2" X 1-3/4"                                                                                                                                                             | 1-1/4"          | 1-1/2" X 1-5/16" | 1-5/8" X 1-1/4"                                                                     | 1-3/4" X 1-1/4"                                                                     |

#### NOTES

1. THE ABOVE TABLE SHOWS EXAMPLES OF POST AND BRACE SECTIONS WHICH MAY COMPLY WITH THE SPECIFICATIONS.
2. SECTIONS SHOWN IN THE TABLES MUST ALSO COMPLY WITH THE STRENGTH REQUIREMENTS AND OTHER PROVISIONS OF THE SPECIFICATIONS.
3. OTHER SECTIONS WHICH COMPLY WITH THE STRENGTH REQUIREMENTS AND OTHER PROVISIONS OF THE SPECIFICATIONS MAY BE USED ON APPROVAL OF THE ENGINEER.
4. OPTIONS EXERCISED SHALL BE UNIFORM ON ANY ONE PROJECT.
5. DIMENSIONS SHOWN ARE NOMINAL.

#### GATE POST

| FENCE HEIGHT   | GATE WIDTHS          | NOMINAL I.D. | WEIGHT PER FOOT | FENCE HEIGHT | GATE WIDTHS          | NOMINAL I.D. | WEIGHT PER FOOT |
|----------------|----------------------|--------------|-----------------|--------------|----------------------|--------------|-----------------|
| 6'-0" AND LESS | UP THRU 6'           | 2-1/2"       | 4.95            | OVER 6'      | UP THRU 6'           | 3"           | 7.58            |
|                | OVER 6' THRU 12'     | 4"           | 10.79           |              | OVER 6' THRU 12'     | 5"           | 14.62           |
|                | OVER 12' THRU 18'    | 5"           | 14.62           |              | OVER 12' THRU 18'    | 6"           | 18.97           |
|                | OVER 18' TO 24' MAX. | 6"           | 18.97           |              | OVER 18' TO 24' MAX. | 8"           | 28.55           |

#### NOTES

1. ABOVE POST DIMENSIONS AND WEIGHTS ARE MINIMUMS. LARGER SIZES MAY BE USED ON APPROVAL OF ENGINEER.

*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR

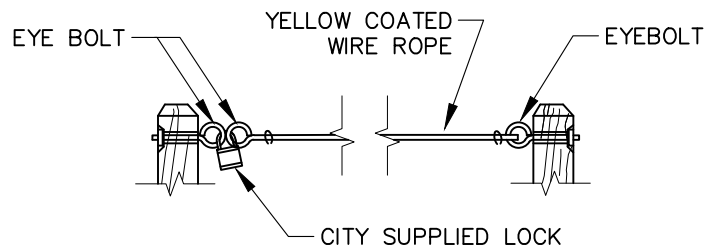


PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

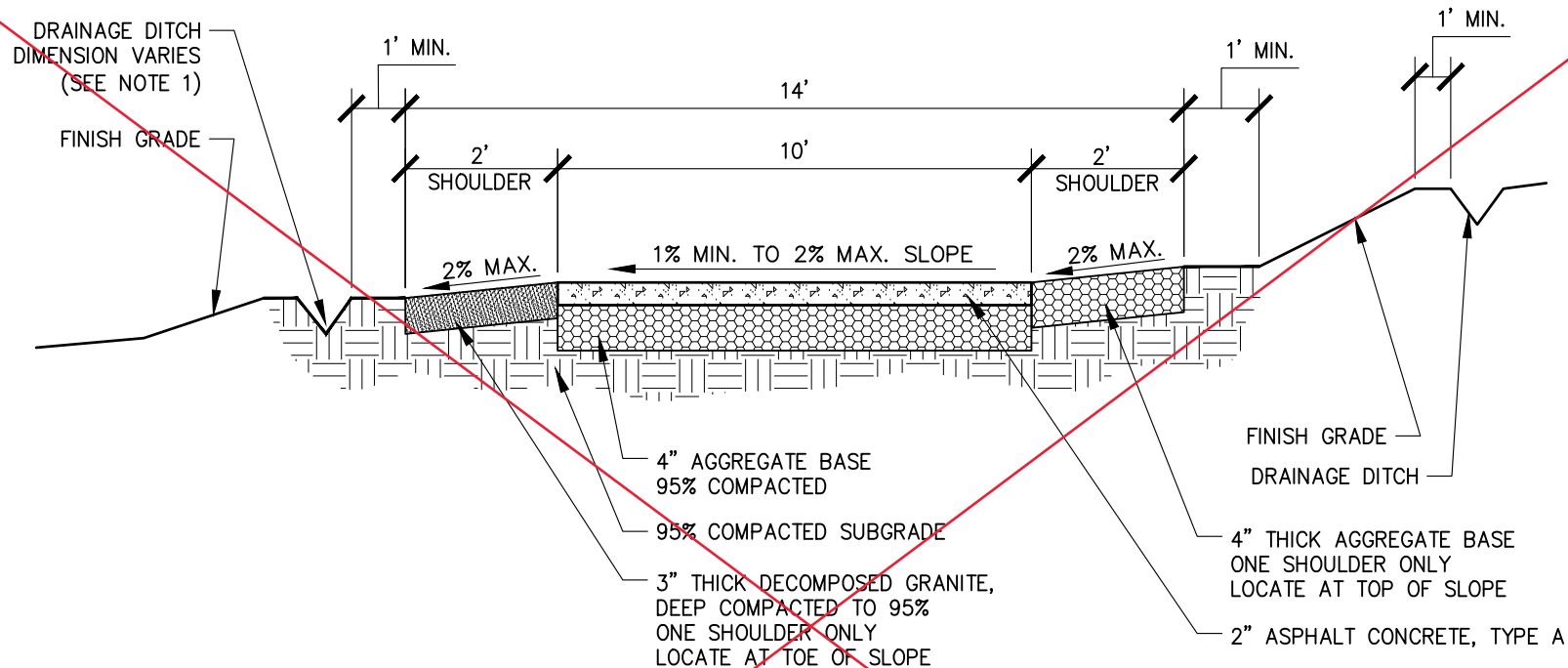
## CHAIN LINK FENCE

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

PK-40



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



*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR

## NOTES

- BIKE PATHS CONSTRUCTED WITHIN CUT-SLOPES SHALL HAVE A DRAINAGE DITCH OF SUITABLE DIMENSIONS ALONG THE UPHILL SIDE TO INTERCEPT THE HILLSIDE DRAINAGE. BIKE PATHS CONSTRUCTED ON TOP OF FILL SLOPES SHALL HAVE A DRAINAGE DITCH OF SUITABLE DIMENSIONS ALONG THE DOWNHILL SIDE TO INTERCEPT THE TRAIL'S DRAINAGE.
- MAXIMUM SLOPE RATE FOR CUT AND FILL SLOPES SHALL BE PER THE RECOMMENDATIONS OF A LICENSED GEOTECHNICAL ENGINEER. IN LOCATIONS ADJACENT TO CREEKS, DITCHES, OR DOWN-SLOPES GREATER THAN 3 FEET HORIZONTAL TO 1 FOOT VERTICAL, A MINIMUM SHOULDER WIDTH OF 5 FEET FROM THE EDGE OF PAVEMENT TO THE TOP OF SLOPE IS REQUIRED.
- STRUCTURAL SECTION SHALL BE CAPABLE OF SUPPORTING A MINIMUM GROSS VEHICULAR WEIGHT OF 30,000 POUNDS. IF SOILS ANALYSIS IDENTIFIES AN R-VALUE LESS THAN 20, THE STRUCTURAL SECTION SHALL BE MODIFIED AS NECESSARY TO SUPPORT 30,000 POUNDS.

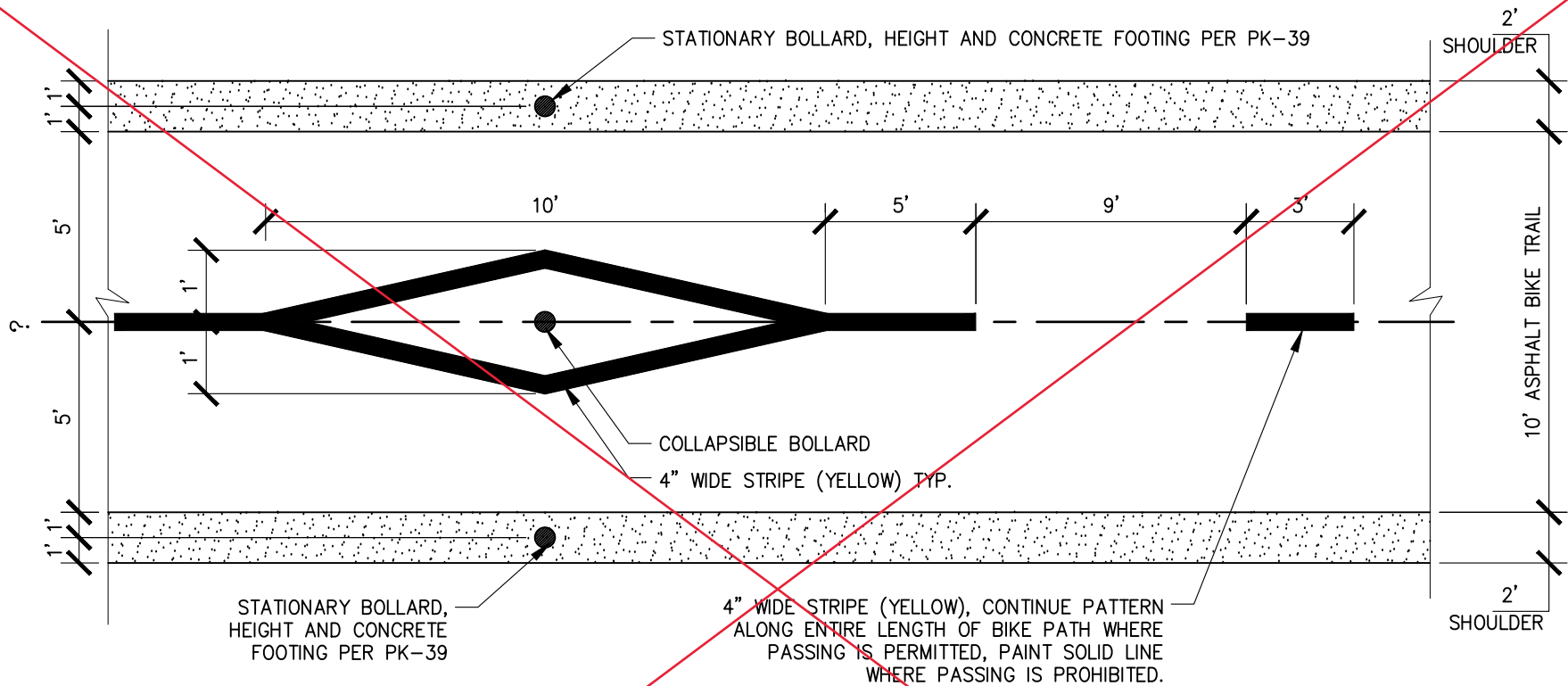


PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

## BIKE TRAIL SECTION

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

PK-43



*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR

## NOTES

1. ALL STRIPING AND PAVEMENT MARKINGS SHALL BE CONSTRUCTED WITH PAINT PER CALTRANS STANDARD SPECIFICATIONS SECTION 84-3.
2. BOLLARD STRIPING SHALL CONFORM WITH CALTRANS HIGHWAY DESIGN MANUAL, SECTION 1003.1.15 AND THE CALIFORNIA MUTCD SECTION 9C.101.
3. INSTALL RETROREFLECTIVE MARKERS ON ALL BOLLARDS PER CALIFORNIA MUTCD SECTION 9C.101.
4. LOCATE BOLLARDS 20 FEET FROM FACE OF CURB/EDGE OF TRAVEL WAY OR AS APPROVED.
5. A SITE SPECIFIC REVIEW IS REQUIRED TO DETERMINE IF PHYSICAL BARRIERS ARE REQUIRED ADJACENT TO THE STATIONARY BOLLARDS TO FURTHER DETER VEHICLE ACCESS.

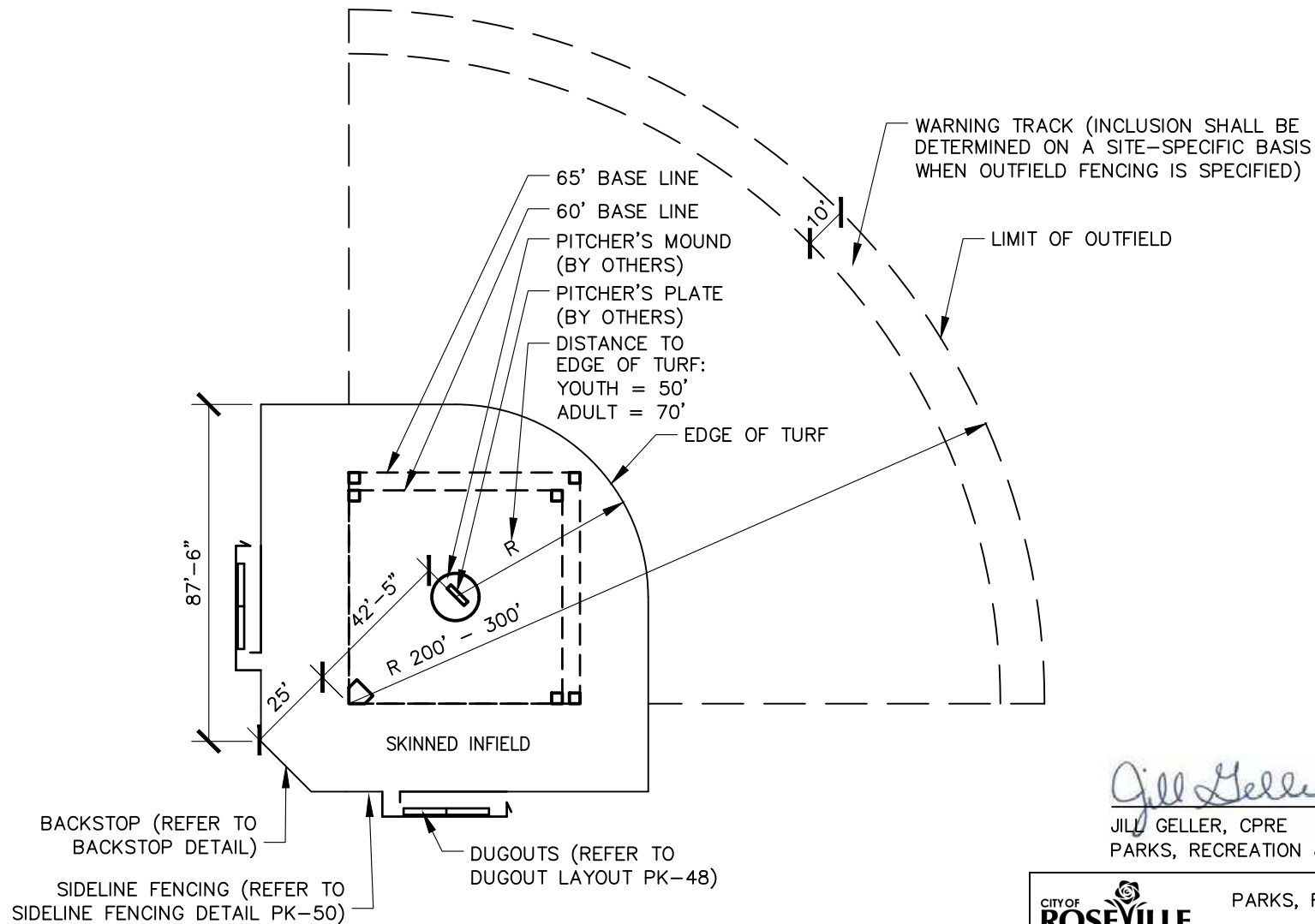


PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

## BIKE TRAIL STRIPING

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

PK-44



*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR



PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

## BALL FIELD LAYOUT

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

PK-47

### NOTES

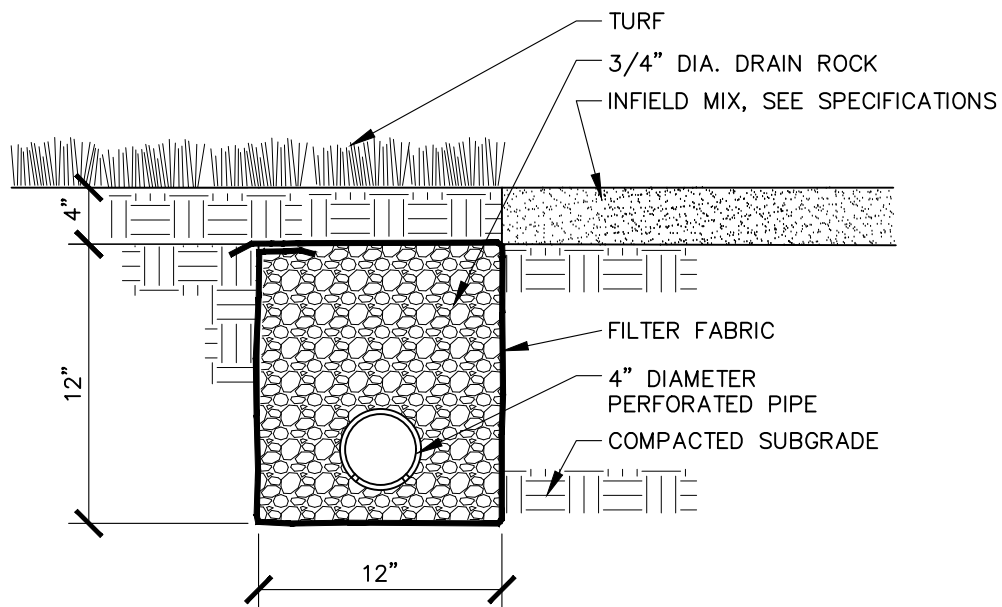
1. ALL AREAS MUST DRAIN AWAY FROM INFIELD.
2. LENGTH OF SIDELINE FENCING SHALL BE DETERMINED ON A PROJECT-BY-PROJECT BASIS.
3. PITCHER'S MOUND, PITCHER'S PLATE, AND BASES TO BE SUPPLIED BY OTHERS.
4. 6" MINIMUM DEPTH OF INFIELD MIX.



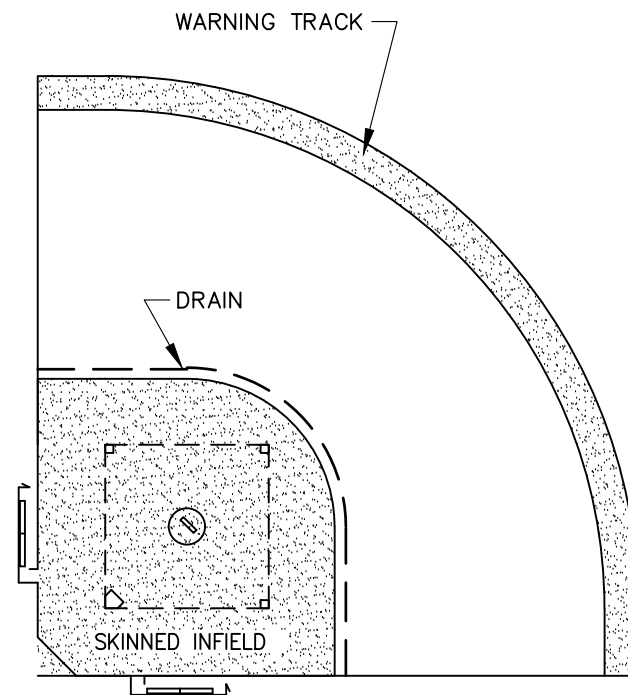


CITY OF  
**ROSEVILLE**  
CALIFORNIA

PK-48



SECTION



PLAN

*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR



PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

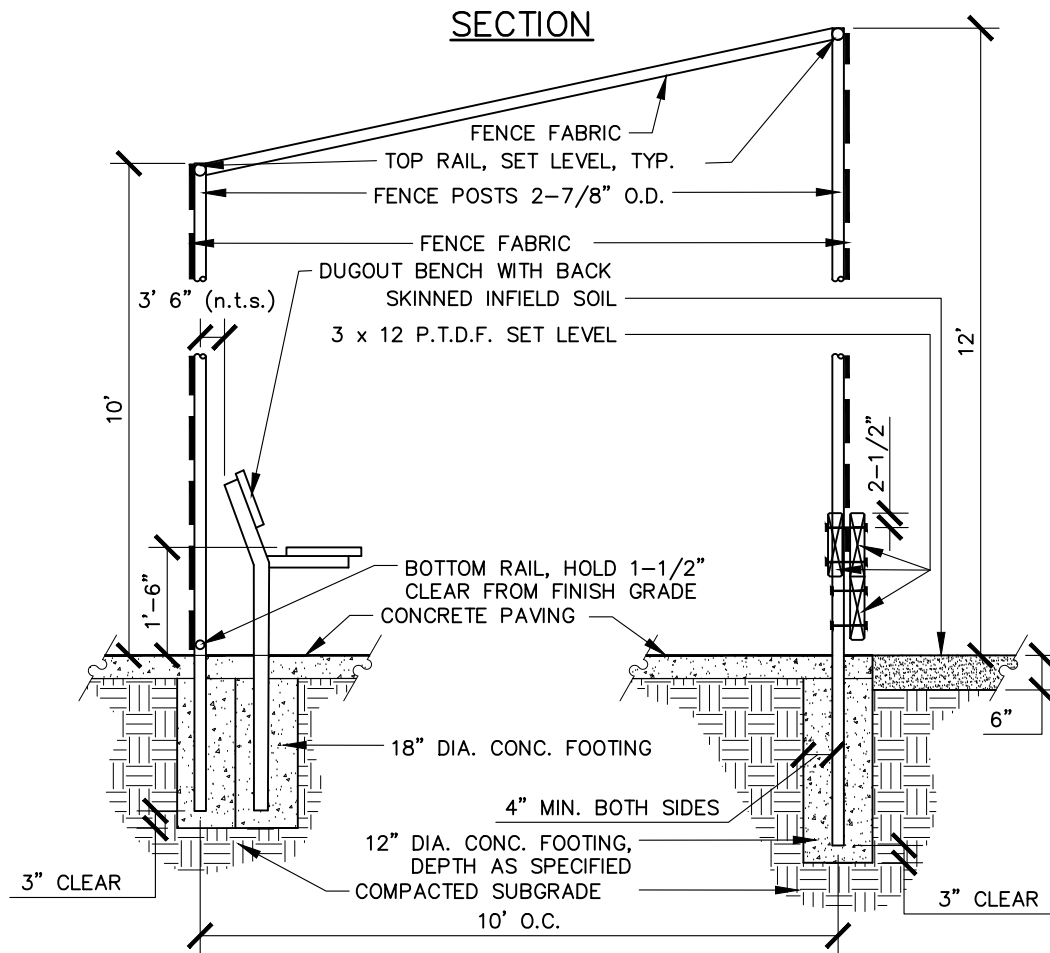
## INFELD EDGE DRAIN AND WARNING TRACK

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

PK-49

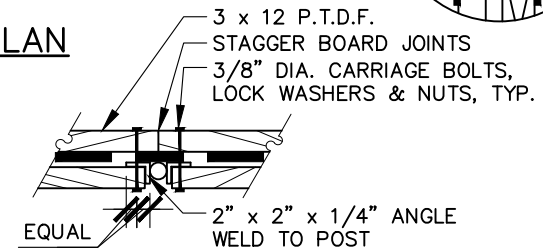
### NOTES

1. INSTALL FILTER FABRIC TO LINE THE ENTIRE TRENCH, INCLUDING THE TOP.
2. CONNECT DRAIN TO STORM DRAIN SYSTEM.

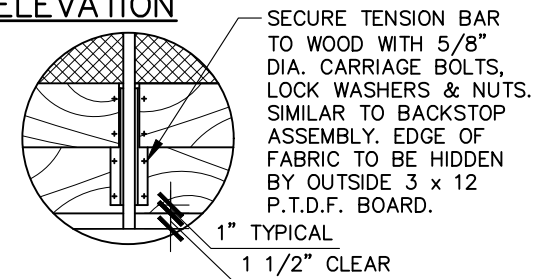


**ENLARGEMENT**

**PLAN**



**ELEVATION**



*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR



PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

**SIDELINE FENCE**

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

PK-50

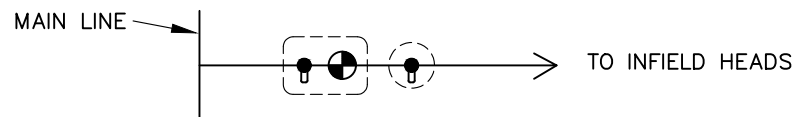
**NOTES**

1. ALL STEEL AND HARDWARE SHALL BE HOT-DIPPED GALVANIZED.
2. PRIME AND PAINT WOOD WITH KELLY-MOORE PAINT. COLOR TO BE OXFORD BROWN OR WOODLAND FERN.
3. WOOD TO BE PRESSURE TREATED S4S SELECT DOUGLAS FIR (P.T.D.F.)
4. 6" MINIMUM DEPTH OF INFIELD MIX

## LEGEND

-  QUICK COUPLER
-  180° POP-UP TURF SPRINKLER – RAINBIRD FALCON 6504 SERIES STAINLESS STEEL HEAD, OR APPROVED EQUAL
-  360° POP-UP TURF SPRINKLER FALCON 6504 SERIES STAINLESS STEEL HEAD
-  4" ROUND VALVE BOX & COVER
-  REMOTE CONTROL VALVE
-  2" MAXIMUM BRASS BALL VALVE, AT GRADE

## CONNECTION ENLARGEMENT



*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR

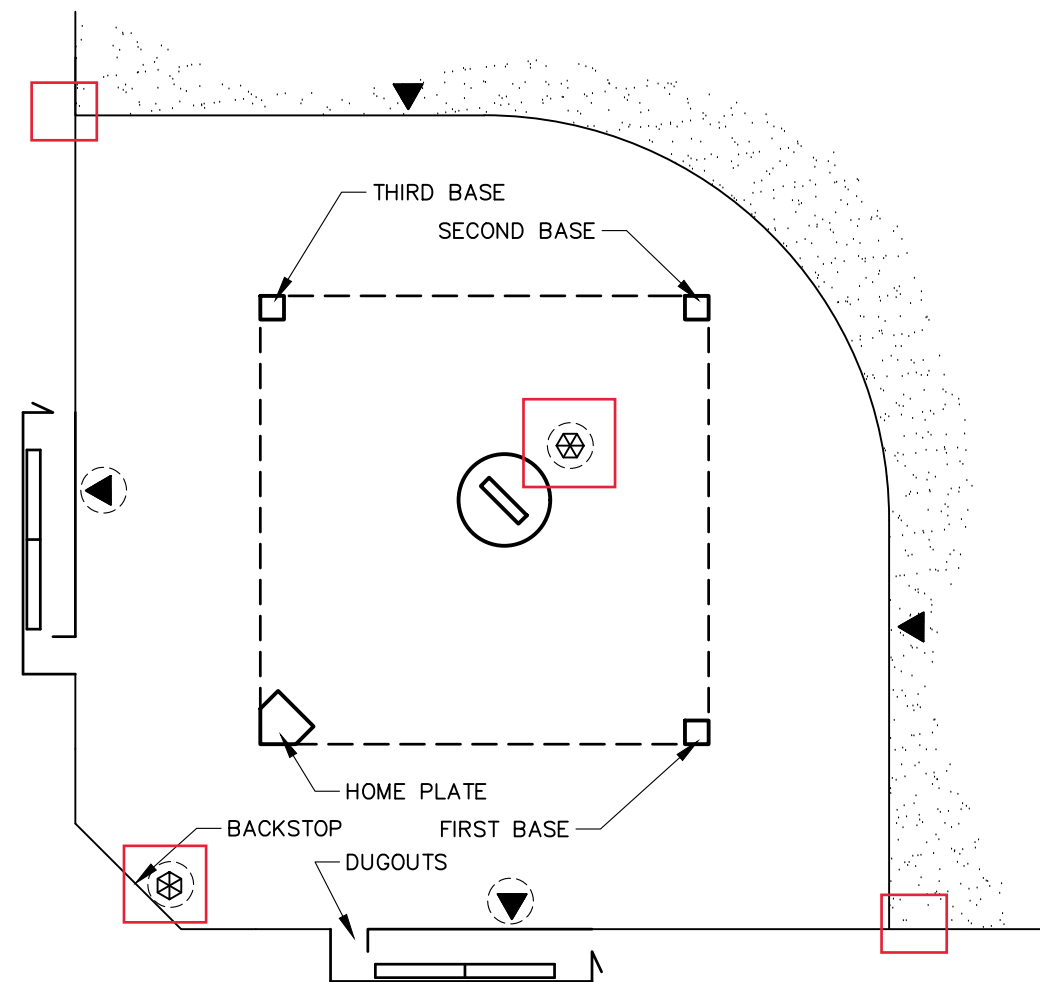


PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

## SKINNED INFIELD IRRIGATION LAYOUT

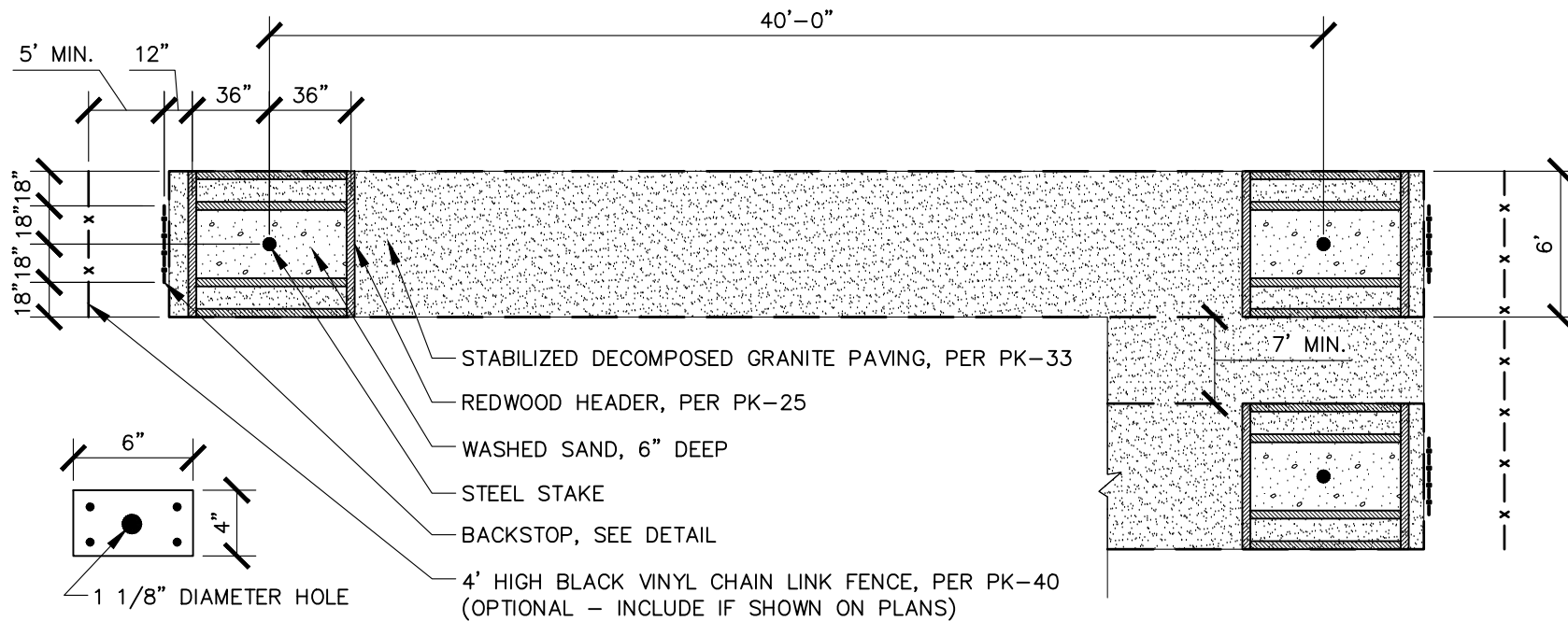
SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

PK-51

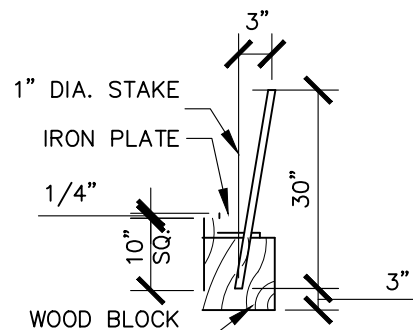


## NOTES

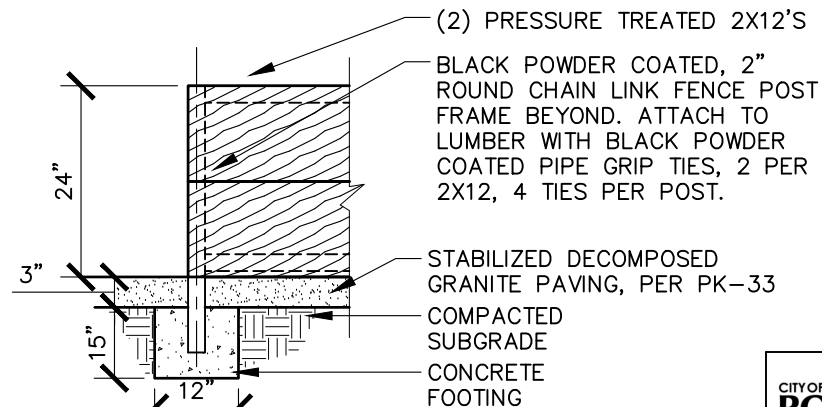
1. PROVIDE A BRASS MANUAL IRRIGATION ISOLATION VALVE FOR EACH QUICK COUPLER.
2. BACKFILL BOXES CONTAINING SPRINKLER HEADS WITH PEA GRAVEL TO A LEVEL 3" FROM BOTTOM OF LID.



## IRON PLATE PLAN



## STAKE SECTION



## BACKSTOP DETAIL

*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR



PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

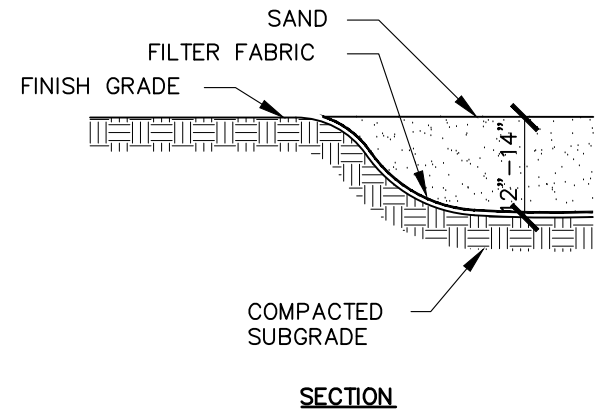
## HORSEHOE COURT LAYOUT

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

PK-53

## NOTES

1. STAKES SHOULD BE MADE OF 1" DIAMETER COLD ROLLED STEEL 30" LONG.
2. BLOCK SHOULD BE PRESSURE TREATED DOUGLAS FIR OR APPROVED EQUAL.
3. DRILL 1" DIAMETER BY 7" DEEP HOLE INTO BLOCK AND DRIVE PEG INTO BLOCK.
4. SLIP IRON PLATE OVER PEG AND ATTACH WITH FOUR LAG SCREWS.



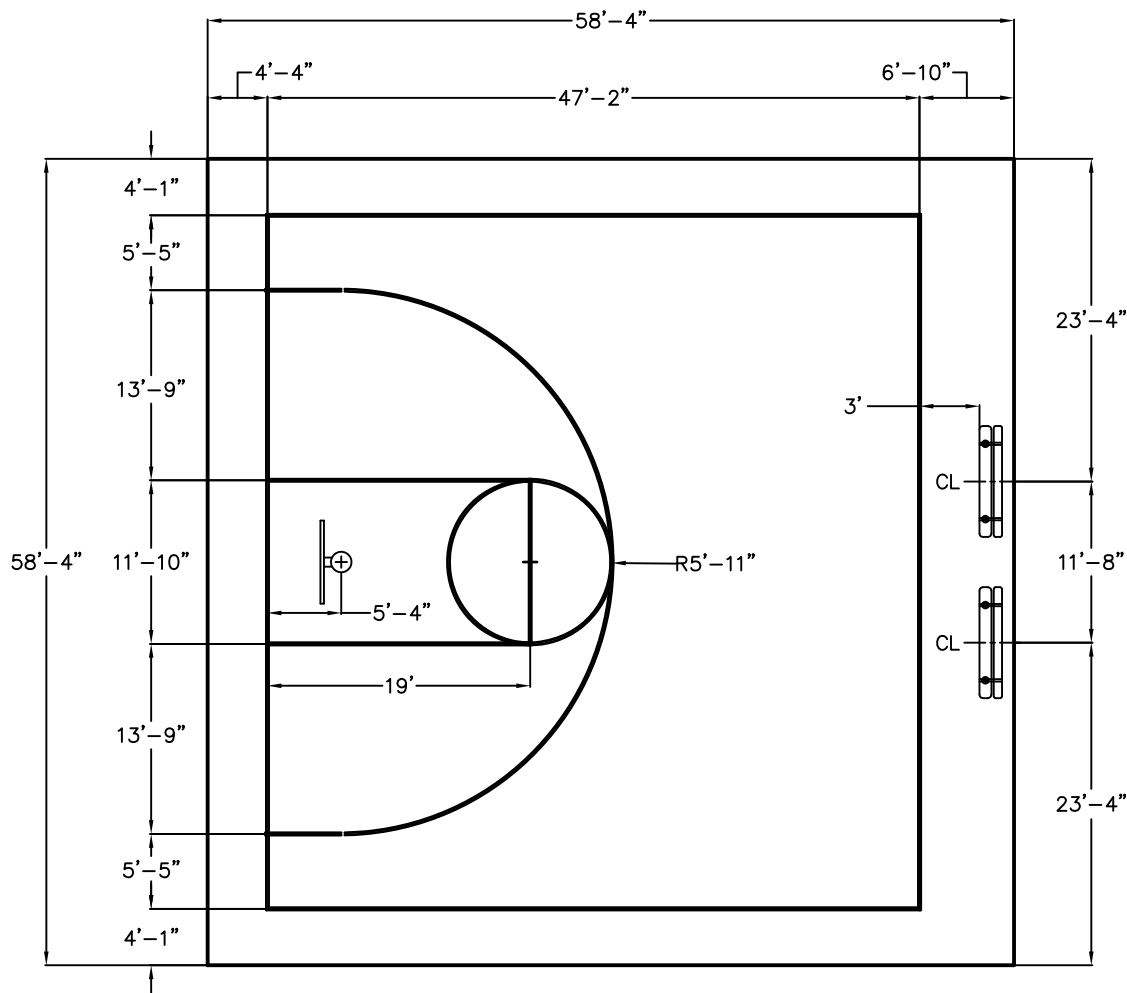
JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR



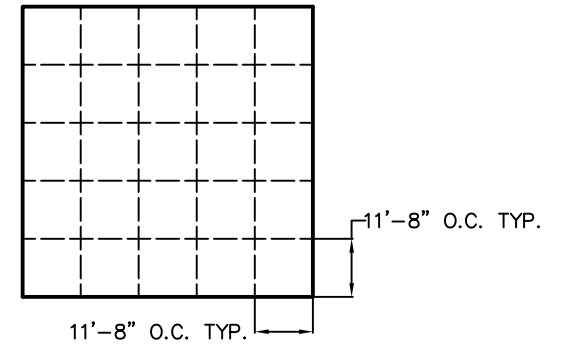
PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

PK-54

1. FINISH GRADE OF SAND SHALL BE FLUSH WITH FINISH GRADE OF ADJACENT AREA.
2. DO NOT INSTALL IRRIGATIONS HEADS IN SAND AREA.



LAYOUT



CONTROL JOINT LAYOUT

*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR



PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

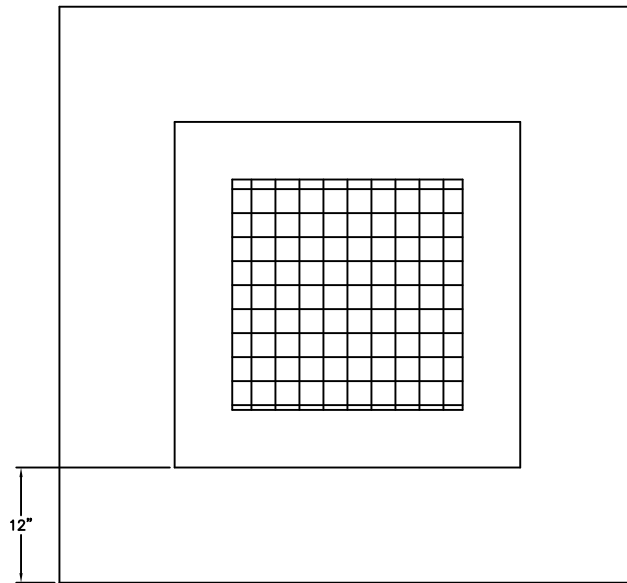
## BASKETBALL HALF-COURT LAYOUT

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

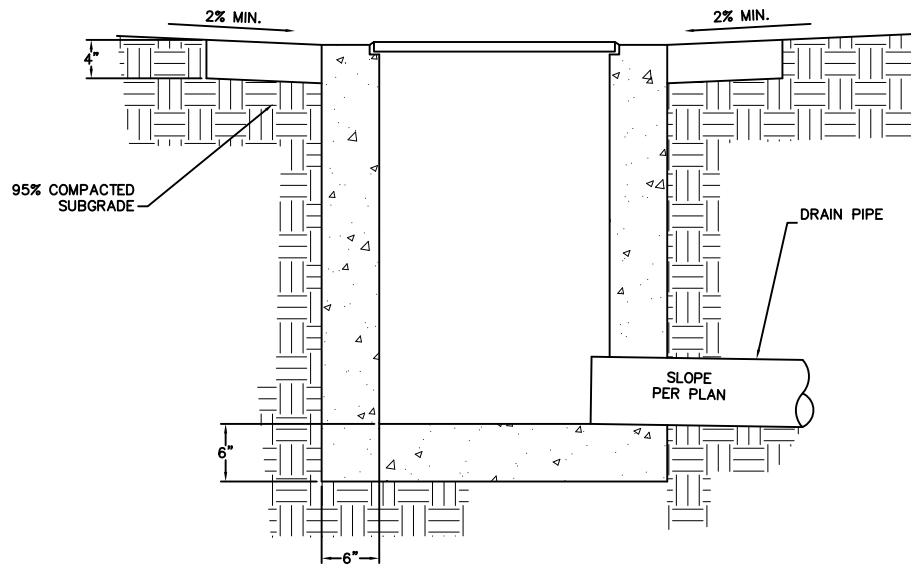
PK-55

### NOTES

1. STRIPING WIDTH - 2"
2. STRIPING DIMENSIONS MEASURED FROM CENTER OF STRIPE.



PLAN VIEW



SECTION

*Jill Geller*

JILL GELLER, CPRE  
PARKS, RECREATION & LIBRARIES DIRECTOR



PARKS, RECREATION, & LIBRARIES  
DEPARTMENT

# DRAIN INLET WITH FISH STAMP

SCALE: NONE  
REVISED: JULY 2023  
REVIEWED BY: T. GEE  
APPROVED BY: J. GELLER

PK-56





## COUNCIL COMMUNICATION

**CC #: 2845**  
**File #: 0216-02**

**Title:** Roseville Employees Annual Charitable Hearts Fund - Roseville Municipal Code Amendment  
**Contact:** Tobi Thomas 916-746-1368 tthomas@roseville.ca.us

**Meeting Date: 8/2/2023**  
**Item #: 7.6.**

### RECOMMENDATION TO COUNCIL

Staff recommends that the City Council introduce for first reading an ordinance amending Section 4.07.030 of the Roseville Municipal Code regarding expenditures of money of the Roseville Employees Annual Charitable Hearts (REACH) Fund.

### BACKGROUND

The Grants Advisory Commission (GAC) is composed of seven members (and one non-voting youth commissioner) appointed by the Roseville City Council for overlapping terms.

The GAC conducts an annual grants funding cycle where it reviews grant applications for the award of Citizens Benefit Fund (CBF) and Roseville Employees Annual Charitable Hearts (REACH) fund monies. Typically, the annual funding cycle period commences in January and closes in May, and then the GAC's funding recommendations are forwarded to the City Council for final approval in or around June.

The REACH fund, which was established around 2003, is a community giving fund through which Roseville employees can donate to charities through payroll deductions, and retirees and occasionally private contributors can contribute as well. These funds are disbursed for the purpose of improving the quality of life for youth, seniors and families in Placer County (RMC 4.07.030). Through the REACH program, City staff can make one-time and/or annual pledge donations to an entity of their choice from an established list. Donations are set up as pre-tax payroll deductions. One hundred percent of donations go towards the chosen recipients.

During the FY2023-24 grant application process, a question was raised that REACH funds are available to any non profit within Placer County. The municipal code reads, "The city council shall, after receiving the recommendation of the Roseville grants advisory commission, annually appropriate 100 percent of the interest and principal of the Roseville employees annual charitable hearts fund for the purpose of improving the quality of life for youth, seniors, and families in *Placer County*." (RMC, § 4.07.030.) Placer County is a very large territory extending from Roseville

boundaries into as far as portions of Lake Tahoe/Truckee areas. According to the Historical Assessment Report from 2013, mention is made of a narrower intent and practice of having the priority of South Placer County rather than all of Placer County.

Staff is asking the City Council to amend the language concerning applicant eligibility for REACH funds in the municipal code from Placer County to the City of Roseville. The proposed language would then read, "...for the purpose of improving the quality of life for youth, seniors, and families in the City of Roseville."

### FISCAL IMPACT

This will have no fiscal 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 environment (CEQA Guidelines §15061(b)(3)).

### CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

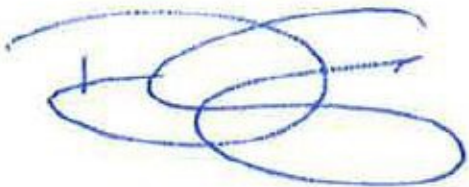
Goal A - Remain fiscally responsible in a changing world

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Tobi Thomas, Management Analyst

Dion Louthan, Assistant City Manager



---

Dominick Casey, City Manager

### **ATTACHMENTS:**

Description

Ordinance (redline)

ORDINANCE NO. \_\_\_\_

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION  
4.07.030 OF CHAPTER 4.07 OF TITLE 4 OF THE ROSEVILLE MUNICIPAL CODE  
REGARDING EMPLOYEES ANNUAL CHARITABLE HEARTS FUND

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Chapter 4.07 of Title 4 of the Roseville Municipal Code is hereby amended  
to read as follows:

**Chapter 4.07 ROSEVILLE EMPLOYEES ANNUAL CHARITABLE HEARTS FUND**

SECTION 2. Section 4.07.010 of Chapter 4.07 of Title 4 of the Roseville Municipal  
Code is hereby amended to read as follows:

**4.07.010 Roseville ~~E~~mployees annual charitable hearts fund established.**

There is hereby established the Roseville employees annual charitable hearts fund.

SECTION 3. Section 4.07.030 of Chapter 4.07 of Title 4 of the Roseville Municipal  
Code is hereby amended to read as follows:

**4.07.030 Expenditures of money.**

The city council shall, after receiving the recommendation of the Roseville grants advisory commission, annually appropriate 100 percent of the interest and principal of the Roseville employees annual charitable hearts fund for the purpose of improving the quality of life for youth, seniors, and families in ~~Placer County~~the City of Roseville. Private donors may specify that their donations be appropriated for purposes other than those listed in this section and the city council will attempt to honor those requests. In the event the city council cannot honor specific requests, donations will be appropriated for the purpose of improving the quality of life for youth, seniors, and families in ~~Placer County~~the City of Roseville.

SECTION 4. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 5. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES            COUNCILMEMBERS:

NOES      COUNCILMEMBERS:

ABSENT      COUNCILMEMBERS:

---

MAYOR

ATTEST:

---

City Clerk



## COUNCIL COMMUNICATION

CC #: 6697

File #: 0323 & 0201-01

**Title:** Officer Wellness and Mental Health Grant Award - Budget Adjustment

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

Meeting Date: 8/2/2023

Item #: 7.7.

### RECOMMENDATION TO COUNCIL

Staff recommends that the City Council accept \$89,867 in grant funds from the Board of State and Community Corrections, through the Officer Wellness and Mental Health Grant Program and adopt an ordinance approving a budget adjustment for the funding.

### BACKGROUND

The Officer Wellness and Mental Health Grant Program, established in the 2022 Budget Act (Assembly Bill 178, Chapter 45, Statutes of 2022), provides \$50 million for city and county law enforcement agencies for the purpose of improving officer wellness and expanding mental health sources. The allocation of funds for each eligible agency was determined based on the number of peace officers that are employed. Through the Board of State and Community Corrections, the Roseville Police department was awarded \$89,867 in grant funding.

The funding may be used for any of the following purposes:

- Establishing or expanding officer wellness units
- Establishing or expanding peer support units
- Services provided by a licensed mental health professional, counselor or other professional that works with law enforcement
- Expanding multiagency mutual aid programs focused on officer wellness and mental health
- Other programs and services that are evidence-based or have a successful track record of enhancing officer wellness

The Roseville Police Department plans to use grant funding to expand its current Peer Support and Wellness programs by providing additional resource training, courses led by a licensed family therapist, and purchasing new gym equipment.

### FISCAL IMPACT

The recommended budget adjustment will appropriate \$89,867 of grant funding in the City's Grants Fund. The budget adjustment will have no impact on the City's General Fund.

## ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. 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 C - Maintain a safe and healthy community

Respectfully Submitted,

Mark Peinado, Management Analyst

Troy Bergstrom, Police Chief



---

Dominick Casey, City Manager

## **ATTACHMENTS:**

### **Description**

Ordinance 6697

Budget Adjustment

Grant memo

ORDINANCE NO. 6697

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE  
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24  
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 2023-24, is hereby amended as listed on the attached budget adjustment for a grant award from the Board of State and Community Corrections, through the Officer Wellness and Mental Health Grant Program.

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

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

PASSED AND ADOPTED by the Council of the City of Roseville, this  
\_\_\_\_\_ day of \_\_\_\_\_, 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: Mark Peinado / Management Analyst FISCAL YEAR: 2023-2024  
PREPARER NAME & TITLE: Mark Peinado / Management Analyst COUNCIL DATE (if applicable): 08/02/2023  
DEPARTMENT/DIVISION: Police Department / Administration ORDINANCE: \_\_\_\_\_

### EXPENDITURES/EXPENSES/TRANSFERS OUT

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                           |
|----------------|---------|--------|---------|-------------|-------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                       |
| 2270           | 5461    | 84001  | 700053  | 30,000      | Training budget for Officer Wellness and Peer Support |
| 2270           | 5395    | 84001  | 700053  | 59,867      | Equipment budget for Officer Wellness program         |
|                |         |        |         |             |                                                       |
|                |         |        |         |             |                                                       |
|                |         |        |         |             |                                                       |
| TOTAL          |         |        |         | 89,867      |                                                       |

### REVENUES/TRANSFERS IN

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                                             |
|----------------|---------|--------|---------|-------------|-------------------------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                                         |
| 2270           | 4410    | 84001  | 700053  | 89,867      | Increase project revenue budget for total amount of grant reimbursement |
|                |         |        |         |             |                                                                         |
|                |         |        |         |             |                                                                         |
|                |         |        |         |             |                                                                         |
|                |         |        |         |             |                                                                         |
| TOTAL          |         |        |         | 89,867      |                                                                         |

|                |   |
|----------------|---|
| NET ADJUSTMENT | - |
|----------------|---|

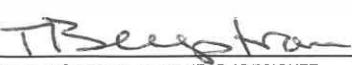
### FUND BALANCE

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

### Justification for Budget Adjustment:

The Roseville Police Department was awarded \$89,867 through the Board of State and Community Corrections, Officer Wellness and Mental Health Grant Award. The purpose of this grant award is to improve officer wellness and expand mental health sources. The Roseville Police Department will use this funding to expand existing officer wellness and peer support programs within the department. This Budget Adjustment increases the revenue and expenditure budget for project No.700053 by the total grant award of \$89,867.

### REQUIRED APPROVALS:

|                                                                                     |                |                           |      |
|-------------------------------------------------------------------------------------|----------------|---------------------------|------|
|  | <u>7/10/23</u> |                           |      |
| REQUESTING DEPARTMENT HEAD / DESIGNEE                                               | DATE           | BUDGET MANAGER / DESIGNEE | DATE |
| CHIEF FINANCIAL OFFICER / DESIGNEE                                                  | DATE           | CITY MANAGER / DESIGNEE   | DATE |
| BUDGET DEPARTMENT USE ONLY:                                                         |                |                           |      |
| POSTED BY                                                                           | DATE           |                           |      |

Revised: June 24, 2019

**DATE:** December 21, 2022  
**TO:** Police Chiefs and Sheriffs  
**FROM:** Linda Penner, Chair  
**SUBJECT: OFFICER WELLNESS AND MENTAL HEALTH GRANT AWARD**

I am pleased to let you know that the BSCC has begun processing the Officer Wellness and Mental Health grants, which were included in the Budget Act of 2022. All eligible law enforcement agencies will receive their payment by February 15, 2023. This memorandum provides further information about the purposes of the grant, and requests your assistance in identifying the person in your agency who will be responsible for required data reporting.

This disbursement is being made in accordance with Assembly Bill 178, Chapter 45, Statutes of 2022, Item 5227-121-0001. This funding is available to all city and county law enforcement agencies employing officers described in Section 830.1 of the Penal Code. The Officer Wellness grant is for the purpose of improving officer wellness and expanding mental health sources as follows:

1. Establishing officer wellness units or expanding existing officer wellness units.
2. Establishing peer support units or expanding peer support units.
3. Services provided by a licensed mental health professional, counselor, or other professional that works with law enforcement.
4. Expanding multiagency mutual aid programs focused on officer wellness and mental health.
5. Other programs or services that are evidence based or have a successful track record of enhancing officer wellness.

For further information about this funding and to identify the amount of funding allocated to your agency, please visit the Board of State and Community Corrections' webpage for the Officer Wellness and Mental Health Grant available at <https://www.bscc.ca.gov/officer-wellness-and-mental-health-grant-program/>.

Provision 2 of the Budget Act requires each grant recipient to submit an expenditure report and a final impact report no later than December 1, 2025. Additionally, grant recipients will submit a brief annual expenditure report. Reports will be provided to the Commission on Peace Officer Standards and Training (POST). Detailed information regarding reporting requirements and reporting requirement webinars will be sent out in early 2023.

Please send the name and email address of the individual(s) within your agency who will be responsible for the implementation and reporting requirements for this grant to [OfficerWellnessGrant@bscc.ca.gov](mailto:OfficerWellnessGrant@bscc.ca.gov) by February 28, 2023 so they may receive additional information regarding detailed reporting requirements, webinars, and deadlines.

If you have any questions regarding this funding distribution, please email [OfficerWellnessGrant@bscc.ca.gov](mailto:OfficerWellnessGrant@bscc.ca.gov) and a BSCC staff member will respond.

Sincerely,



LINDA PENNER  
Chair  
Board of State & Community Corrections



## COUNCIL COMMUNICATION

**CC #: 2850**

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

**Title:** Water Forum 2.0 - Interagency Agreement for Cost-Sharing and Budget Adjustment

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

**Meeting Date: 8/2/2023**

**Item #: 7.8.**

### RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to authorize the City Manager to execute the proposed Interagency Agreement For Cost-Sharing the FY2023-24 and FY2024-25 Water Forum 2.0 Agreement; and adopt an ordinance to approve the attached FY2023-24 Budget Adjustment of \$52,208 for the Water Utility Administration FY2023-24 budget, funded from the Water Operations Fund which receives revenue from water utility sales.

### BACKGROUND

The Water Forum was established in the mid-1990s with the goal of developing a collaborative plan to ensure reliable water supplies for the Sacramento region while also safeguarding the region's vital environmental resources.

The Water Forum consists of a diverse group of stakeholders, including business and agricultural leaders, citizen groups, environmentalists, water managers, and local governments in the Sacramento region. The City of Roseville has been a Water Forum participant from the very beginning.

Together, this group works towards achieving two coequal objectives:

- Provide a reliable and safe water supply for the region's economic health and planned development to the year 2030; and,
- Preserve the fishery, wildlife, recreational, and aesthetic values of the Lower American River.

After years of negotiations, in April 2000, the City of Sacramento, the County of Sacramento, and 39 other stakeholders (including the City of Roseville) signed the Water Forum Agreement (WFA). The WFA encompasses a comprehensive set of integrated actions aimed at providing a regional solution for water shortages, environmental restoration, groundwater management, and economic prosperity.

The WFA was one of the first of its kind—a voluntary agreement that has served as a guiding framework for visionary water management solutions that have served to protect the river, foster regional vitality, and provide benefits that extend beyond the Sacramento region.

#### The Water Forum Successor Effort

To ensure the long-term effectiveness of the WFA, the Successor Effort was established. Its purpose is to maintain strong relationships among the stakeholders, establish early warning systems for potential issues, and creatively resolve emerging challenges.

Over the years, the Water Forum Successor Effort has played a crucial role in facilitating collaboration among the diverse interests of our region, allowing the Sacramento Region to collectively address the challenges posed by extreme drought conditions, regulatory actions, and other pressures (often from outside of the Sacramento region) that endanger our community's water supplies, environment, and quality of life. It has provided a vital avenue for us to come together and find solutions to safeguard the Lower American River and Parkway, as well as ensure continued access to reliable water supplies.

The Water Forum's work has included:

**Drought Response:** The Successor Effort has demonstrated its ability to adapt to evolving water supply conditions and regulations. In particular, during periods of extreme drought, the Water Forum plays a pivotal role by facilitating dry year meetings. These meetings serve as a valuable platform where water purveyors, environmentalists, business interests, and agencies such as the U.S. Bureau of Reclamation can come together to share information and engage in discussions about strategies to meet the pressing water needs of both urban areas and the environment during critically dry years. This collaborative approach helps ensure effective responses and sustainable management of water resources in challenging drought conditions.

**Compliance with the Sustainable Groundwater Management Act (SGMA):** The Successor Effort has played a vital role in supporting the implementation of SGMA, which was enacted in early 2015. As sub-basins within Sacramento County and Placer County have worked on developing groundwater sustainability plans to meet the SGMA requirements before the January 31, 2022, deadline, the Water Forum provided valuable assistance. Through the provision of technical staff and facilitation support, the Water Forum actively supported and facilitated these efforts, ensuring that the sub-basins had the necessary resources and expertise to comply with SGMA's regulations effectively.

**Modified Flow Management Standard (MFMS):** The Successor Effort developed a flow standard for the Lower American River, refined over the past two decades, to protect, restore, and maintain sufficient temperatures for salmon and steelhead while improving the reliability of water supplies for people. The MFMS uses the best available science to set minimum river flows and storage targets for Folsom Reservoir and represents a crucial element of the Water Forum's work: Advising and working in partnership with federal and state agencies to guide decisions about the Lower American River.

**Cutting-Edge Science:** The Water Forum Successor Effort is grounded in cutting-edge science. Over the past 20 years, the Water Forum has made significant contributions to the science of anadromous fish and other species that live in the Lower American River.

Habitat Enhancement: Each year, the Water Forum Successor Effort partners with federal, state and local agencies to enhance habitat for salmon and steelhead in the Lower American River. This is the Habitat Conservation, Monitoring, and Evaluation Program (HME) element of the Water Forum Agreement.

The responsibility to contribute funding for a portion of the HME is another outcome of the WFA. The HME consists of five programmatic components that collectively address flow, temperature, physical habitat, and recreation issues for the Lower American River. The City of Sacramento and Sacramento County committed to annual funding for the HME upon signing the WFA.

The Water Forum continues to collaborate successfully with the Bureau of Reclamation, County Parks, and the City of Sacramento to implement these projects. Through this program, Water Forum staff has effectively leveraged City of Sacramento and Sacramento County funding to secure additional grants for projects benefiting the Lower American River, investing more than \$7 million in the past decade to create protected places for salmon and steelhead to reproduce and rear their young. This includes enhancing over 30 acres of spawning beds and 1.2 miles of side channels, which are prime rearing zones, in the Lower American River.

### Water Forum 2.0

The water landscape has undergone significant transformations since the signing of the WFA in 2000. Climate change, in particular, poses severe threats to the region's water supplies and the environment of the Lower American River and Parkway. Moreover, new and challenging state regulations and processes have emerged, potentially impacting the WFA coequal objectives of ensuring water supply reliability and environmental stewardship.

In April 2020, the Water Forum stakeholders initiated a review and renegotiation of the original WFA, known as Water Forum 2.0. This process involves a comprehensive review and revision of the historic WFA, with the aim of providing guidance for the region's environmental stewardship over the next three decades. Water Forum staff members have been actively engaging with stakeholders in a multi-year effort to update the WFA, which includes exploring alternative funding options for the ongoing Water Forum 2.0 process. While the County of Sacramento and the City of Sacramento have been the primary funding sources since 2000, the participating Water Forum members have recognized the need to develop a more sustainable and fair funding agreement as part of the WFA update process.

Looking ahead, with the expiration of the current WFA at 2030, Water Forum members are working to establish a new agreement, acknowledging the value and necessity of the Water Forum's ongoing work.

### FISCAL IMPACT

Staff recommends the approval of the attached FY2023-24 Budget Adjustment of \$52,208 for the first year of Water Forum 2.0 negotiations paid from the Water Utility Administration FY2023-24 budget, funded from the Water Operations Fund which receives revenue from water utility sales. Staff also plans to include \$52,208 in the proposed FY2024-25 budget for the second year of the agreement.

The total proposed cost share amount for the City of Roseville for the Water Forum 2.0

negotiation process over the two fiscal years is \$104,416. Among the 20 water agencies and interested parties participating in the Water Forum 2.0 process, the total amount of contributions to the Water Forum 2.0 negotiations, over the two fiscal years, is \$1,141,000.

### 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.

The proposed Interagency Agreement for Cost Sharing and budget adjustment meet the above criteria and are not subject to CEQA. No additional environmental review is required.

### CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Sean Bigley, Environmental Utilities Assistant Director

Richard Plecker, Environmental Utilities Director



---

Dominick Casey, City Manager

### **ATTACHMENTS:**

#### **Description**

Resolution 23-327

Water Forum 2 Funding Agreement

Ordinance 6698

Budget Adjustment

RESOLUTION NO. 23-327

APPROVING AN INTERAGENCY AGREEMENT FOR COST-SHARING, AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF  
THE CITY OF ROSEVILLE

WHEREAS, an Interagency Agreement for Cost-Sharing the FY2023-24 and FY2024-25 Water Forum 2.0 Agreement for the Sacramento City-County Office of Metropolitan Water Planning, has been reviewed by the City Council; and

WHEREAS, the proposed \$52,208 FY2024-25 Water Forum 2.0 contribution from the City of Roseville will only be paid on the following conditions:

- (1) that the \$52,208 contribution be included in an approved FY2024-25 City budget; and
- (2) that such payment only occur on or after July 1, 2024; and
- (3) that such payment only occur upon verification that \$52,208 exists in the FY2024-25 approved City budget by the Assistant City Manager/Chief Financial Officer.

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 of Roseville's FY2023-24 contribution is hereby approved.

BE IT FURTHER RESOLVED that the City of Roseville's FY2024-25 contribution will be paid once the conditions listed above have been met.

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



**Interagency Agreement  
For Cost-Sharing the Fiscal Year (FY) 2023-24 and FY 2024-25  
Water Forum 2.0 Agreement for the City of Sacramento, on behalf of the  
Sacramento City-County Office of Metropolitan Water Planning**

**THIS AGREEMENT** is made and entered into on July 1, 2023, by the City of Sacramento (on behalf of the Sacramento City-County Office of Metropolitan Water Planning (CCOWMP)), as known as the “Water Forum”); and among the agencies listed below in **Table 2** and **Table 3**.

**Table 1** provides the total potential contribution to the Water Forum 2.0 Project from funding sources outside of the Water Forum’s annual operating budget. The costs have been distributed by the partners based on a negotiated amount. Several parties, as noted, are providing funding as shown in **Table 2** for FY 23-24 and FY 24-25; and for FY 23-24 only as shown in **Table 3**. In addition, several agencies are listed in **Table 1** that are not party to this agreement, but that are contributing to the Water Forum 2.0 Project and are covered under separate agreements (**Section III**). Please see **Attachment 1** for information on the Water Forum 2.0 Project scope and budget.

| <b>Table 1. Water Forum 2.0 Project Contributions By Agency Per Fiscal Year</b>                                                                                                |                  |                  |                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------------|--------------------|
| <b>Agency</b>                                                                                                                                                                  | <b>Amount</b>    |                  |                    |
|                                                                                                                                                                                | <b>FY 23-24</b>  | <b>FY 24-25</b>  | <b>Total</b>       |
| California-American Water Company                                                                                                                                              | \$58,100         | \$58,100         | \$116,200          |
| Carmichael Water District                                                                                                                                                      | \$16,530         | \$16,530         | \$33,060           |
| Citrus Heights Water District <sup>2</sup>                                                                                                                                     | \$28,629         | \$28,629         | \$57,258           |
| City of Folsom                                                                                                                                                                 | \$32,124         | \$32,124         | \$64,248           |
| City of Folsom (Ashland) <sup>2</sup>                                                                                                                                          | \$1,455          | \$1,455          | \$2,910            |
| City of Roseville                                                                                                                                                              | \$52,208         | \$52,208         | \$104,415          |
| City of Sacramento, Department of Utilities                                                                                                                                    | \$86,571         | \$86,571         | \$173,141          |
| Del Paso Manor Water District                                                                                                                                                  | \$2,441          | \$2,441          | \$4,881            |
| East Bay Municipal District (EBMUD) <sup>1</sup>                                                                                                                               | \$12,000         | \$12,000         | \$24,000           |
| El Dorado County Water Agency (EDCWA)                                                                                                                                          | \$5,705          | \$5,705          | \$11,410           |
| El Dorado Irrigation District                                                                                                                                                  | \$50,506         | \$50,506         | \$101,013          |
| Fair Oaks Water District <sup>2</sup>                                                                                                                                          | \$20,289         | \$20,289         | \$40,578           |
| Golden State Water Company                                                                                                                                                     | \$24,217         | \$24,217         | \$48,434           |
| Orange Vale Water Company <sup>2</sup>                                                                                                                                         | \$6,124          | \$6,124          | \$12,248           |
| Placer County Water Agency                                                                                                                                                     | \$16,324         | \$16,324         | \$32,649           |
| Sacramento Area Flood Control District (SAFCA) <sup>1</sup>                                                                                                                    | \$20,000         | \$20,000         | \$40,000           |
| Sacramento County Water Agency                                                                                                                                                 | \$58,333         | \$58,333         | \$116,666          |
| Sacramento Municipal Utilities District (SMUD)                                                                                                                                 | \$12,000         | \$12,000         | \$24,000           |
| Sacramento Suburban Water District                                                                                                                                             | \$51,699         | \$51,699         | \$103,398          |
| San Juan Water District (in Sacramento County) <sup>2</sup>                                                                                                                    | \$15,246         | \$15,246         | \$30,491           |
| <b>Total</b>                                                                                                                                                                   | <b>\$570,500</b> | <b>\$570,500</b> | <b>\$1,141,000</b> |
| <sup>1</sup> EBMUD and SAFCA are not parties to this agreement. Funding will be provided under a separate agreement. Please see <b>Section III</b> for additional information. |                  |                  |                    |
| <sup>2</sup> The parties have committed to fund the Water Forum 2.0 Project for FY 23-24 only and will consider FY 24-25 funding in June 2024 consistent with <b>Table 1</b> . |                  |                  |                    |

### Section I.

**Funding Commitment:** The following parties have committed to fund the Water Forum 2.0 Project for FY 23-24 and FY 24-25 (**Table 2**).

| <b>Table 2. Water Forum 2.0 Project Contributions for FY 23-25</b> |                  |                  |                  |
|--------------------------------------------------------------------|------------------|------------------|------------------|
| <b>Agency</b>                                                      | <b>Amount</b>    |                  |                  |
|                                                                    | <b>FY 23-24</b>  | <b>FY 24-25</b>  | <b>Total</b>     |
| California-American Water Company                                  | \$58,100         | \$58,100         | \$116,200        |
| Carmichael Water District                                          | \$16,530         | \$16,530         | \$33,060         |
| City of Folsom                                                     | \$32,124         | \$32,124         | \$64,248         |
| City of Roseville                                                  | \$52,208         | \$52,208         | \$104,415        |
| City of Sacramento, Department of Utilities                        | \$86,571         | \$86,571         | \$173,141        |
| Del Paso Manor Water District                                      | \$2,441          | \$2,441          | \$4,881          |
| El Dorado County Water Agency (EDCWA)                              | \$5,705          | \$5,705          | \$11,410         |
| El Dorado Irrigation District                                      | \$50,506         | \$50,506         | \$101,013        |
| Golden State Water Company                                         | \$24,217         | \$24,217         | \$48,434         |
| Placer County Water Agency                                         | \$16,324         | \$16,324         | \$32,649         |
| Sacramento County Water Agency                                     | \$58,333         | \$58,333         | \$116,666        |
| Sacramento Municipal Utilities District (SMUD)                     | \$12,000         | \$12,000         | \$24,000         |
| Sacramento Suburban Water District                                 | \$51,699         | \$51,699         | \$103,398        |
| <b>Total</b>                                                       | <b>\$466,758</b> | <b>\$466,758</b> | <b>\$933,516</b> |

The following parties have committed to fund the Water Forum 2.0 Project for FY 23-24 only (**Table 3**) and will consider FY 24-25 funding in June 2024, consistent with **Table 1**.

| <b>Table 3. Water Forum 2.0 Project Contributions for FY 23-24 only</b>                                                                                                                                     |                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <b>Agency</b>                                                                                                                                                                                               | <b>Amount</b>   |
|                                                                                                                                                                                                             | <b>FY 23-24</b> |
| <b>San Juan Water District Consortium<sup>1</sup></b>                                                                                                                                                       |                 |
| City of Folsom (Ashland)                                                                                                                                                                                    | \$1,455         |
| Citrus Heights Water District                                                                                                                                                                               | \$28,629        |
| Fair Oaks Water District                                                                                                                                                                                    | \$20,289        |
| Orange Vale Water Company                                                                                                                                                                                   | \$6,124         |
| San Juan Water District (in Sacramento County)                                                                                                                                                              | \$15,246        |
| <b>Total</b>                                                                                                                                                                                                | <b>\$71,743</b> |
| <sup>1</sup> San Juan Water District Consortium includes San Juan Water District, Citrus Heights Water District, Fair Oaks Water District, and Orange Vale Water Company, and the City of Folsom (Ashland). |                 |

## **Section II.**

**Reimbursement:** The City of Sacramento, on behalf of the CCOWMP, shall administer all consultant agreements and other expenses incurred during FY23-24 and FY 24-25 for the Water Forum 2.0 Project. The parties agree to reimburse the CCOMWP for their share of such costs, up to the amount set forth for each party in Section I, above, within 30 days after receipt of invoices.

The City of Sacramento Finance Department, on behalf of the CCOMWP, will invoice each cost-sharing partner at the beginning of each fiscal year, except in those instances where the cost-sharing partners have mutually agreed to be invoiced in another time period (i.e., quarterly invoices). It is understood and agreed that although this agreement only pertains to reimbursement for costs incurred during the period from July 1, 2023 to June 30, 2025, the Water Forum 2.0 Project could extend past June 30, 2025. Any reimbursement of costs incurred by CCOMWP after June 30, 2025 would be governed by a new or amended cost-sharing agreement.

## **Section III.**

**Separate Agreements:** Sacramento Area Flood Control Agency (SAFCA) and East Bay Municipal District (EBMUD) are not parties to this agreement and have entered into separate agreements with the City of Sacramento, on behalf of the CCOMWP, to pay their share of the costs identified in **Table 1**.

## **Section IV.**

**Changes in Terms:** Any changes in the terms of this agreement shall be approved by all parties and shall be effective when reduced to writing and signed by all parties.

## **Section V.**

**Indemnity:** Each party shall, to the fullest extent allowed by law, indemnify, hold harmless and defend the other party or parties, its officers and employees from any actions, liability or other expenses (including reasonable attorney fees) for any damages or injury to persons or property, occurring by reason of any negligent or wrongful act or omission by the indemnifying party, its officers or employees under this agreement.

## **Section VI.**

**Independent Contractors:** All contractors employed during any phase of the Water Forum 2.0 Project are independent contractors. Contractor employees assigned to perform contract work related to the Water Forum 2.0 Project are and will remain employees of the contractor and will not be considered employees of any of the signatory agencies for any reason.

## **Section VII.**

**Additional Terms and Conditions:** The following additional terms and conditions were agreed to by the parties to be incorporated into this funding agreement specifically for the Water Forum 2.0 Project:

1. Water Forum annual priorities, as described in the Water Forum Business Strategy (approved July 2022) will continue to include the Water Forum 2.0 Project as a top priority for the FY 23-24 and FY 24-25. Annual progress on the Business Strategy is reviewed by the Coordinating Committee and approved by the Water Forum Plenary each year by September 1<sup>st</sup>.
2. The Coordinating Committee includes two members of each caucus and meets with the Executive Director on a monthly basis to provide direction on Water Forum Successor Effort operations, including communications and implementation of the business strategy; and to approve the annual budget and work plan. In addition, the Coordinating Committee, and the City of Sacramento City

Manager or designee, will provide project oversight and approve an annual scope of work for the Water Forum 2.0 Project, which includes schedule and budget, that supports the established priorities will be submitted to the Coordinating Committee. The budget will also include look-ahead estimates for the second year.

3. The Water Forum 2.0 Project annual scope of work must be approved by the Coordinating Committee and the City of Sacramento City Manager, or designee, ahead of preparing the next fiscal year budget by March 1<sup>st</sup> each year.
4. The Coordinating Committee shall review the progress on the approved work at its regular meetings.
5. Any out-of-scope requests or technical studies are to be approved by the Coordinating Committee prior to commencement of any work and subject to adequate funding within the current budget.
6. A mid-year progress report on or before January 1<sup>st</sup> each year covering work completed and work not completed, and budget status are to be presented to the Coordinating Committee and the City Manager, or designee. Both will be presented alongside the approved annual schedule and budget.
7. If progress is not on track with annual expectations at the mid-year report, a plan for correction is to be submitted to the Coordinating Committee and the City Manager, or designee, for approval. Work may be suspended if progress is severely off-track.
8. Subsequent year funding is subject to effective progress of the previous year and agreed upon annual priorities and scope of work for the coming year.

## Section VIII.

**Single Agreement:** This agreement may be signed in multiple counterparts, which together will constitute a single agreement.

This agreement is executed as follows:

### **CALIFORNIA AMERICAN WATER COMPANY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

APPROVED AS TO FORM:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

ATTEST:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

## Section VIII.

**Single Agreement:** This agreement may be signed in multiple counterparts, which together will constitute a single agreement.

This agreement is executed as follows:

### **CARMICHAEL WATER DISTRICT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

APPROVED AS TO FORM:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

ATTEST:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

## Section VIII.

**Single Agreement:** This agreement may be signed in multiple counterparts, which together will constitute a single agreement.

This agreement is executed as follows:

### **CITY OF FOLSOM**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

APPROVED AS TO FORM:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

ATTEST:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

## Section VIII.

**Single Agreement:** This agreement may be signed in multiple counterparts, which together will constitute a single agreement.

This agreement is executed as follows:

### **CITY OF ROSEVILLE**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

APPROVED AS TO FORM:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

ATTEST:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:



## Section VIII.

**Single Agreement:** This agreement may be signed in multiple counterparts, which together will constitute a single agreement.

This agreement is executed as follows:

### **CITY OF SACRAMENTO**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

APPROVED AS TO FORM:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

ATTEST:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

**Section VIII.**

**Single Agreement:** This agreement may be signed in multiple counterparts, which together will constitute a single agreement.

This agreement is executed as follows:

**DEL PASO MANOR WATER DISTRICT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

APPROVED AS TO FORM:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

ATTEST:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

### Section VIII.

**Single Agreement:** This agreement may be signed in multiple counterparts, which together will constitute a single agreement.

This agreement is executed as follows:

#### **EL DORADO COUNTY WATER AGENCY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

APPROVED AS TO FORM:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

ATTEST:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

## Section VIII.

**Single Agreement:** This agreement may be signed in multiple counterparts, which together will constitute a single agreement.

This agreement is executed as follows:

### **EL DORADO IRRIGATION DISTRICT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

APPROVED AS TO FORM:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

ATTEST:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

## Section VIII.

**Single Agreement:** This agreement may be signed in multiple counterparts, which together will constitute a single agreement.

This agreement is executed as follows:

### **GOLDEN STATE WATER COMPANY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

APPROVED AS TO FORM:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

ATTEST:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

## Section VIII.

**Single Agreement:** This agreement may be signed in multiple counterparts, which together will constitute a single agreement.

This agreement is executed as follows:

### **PLACER COUNTY WATER AGENCY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

APPROVED AS TO FORM:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

ATTEST:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

## Section VIII.

**Single Agreement:** This agreement may be signed in multiple counterparts, which together will constitute a single agreement.

This agreement is executed as follows:

### **SACRAMENTO COUNTY WATER AGENCY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

APPROVED AS TO FORM:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

ATTEST:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

### Section VIII.

**Single Agreement:** This agreement may be signed in multiple counterparts, which together will constitute a single agreement.

This agreement is executed as follows:

#### **SACRAMENTO MUNICIPAL UTILITIES DISTRICT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

APPROVED AS TO FORM:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

ATTEST:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:



**Section VIII.**

**Single Agreement:** This agreement may be signed in multiple counterparts, which together will constitute a single agreement.

This agreement is executed as follows:

**SACRAMENTO SUBURBAN WATER DISTRICT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

APPROVED AS TO FORM:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

ATTEST:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

**Section VIII.**

**Single Agreement:** This agreement may be signed in multiple counterparts, which together will constitute a single agreement.

This agreement is executed as follows:

**SAN JUAN WATER DISTRICT CONSORTIUM**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

APPROVED AS TO FORM:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

ATTEST:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

## Water Forum 2.0 Scope and Budget

The Lower American River is one of the Sacramento region's greatest treasures. In 2000, 40 agencies and businesses came together to sign the landmark Water Forum Agreement, a visionary long-term plan created to balance two coequal objectives: Provide a reliable and safe water supply for the region's economic health and planned development through to the year 2030; and Preserve the fishery, wildlife, recreational, and aesthetic values of the lower American River. And now, after 20+ years of successful implementation, the Water Forum members have come together to negotiate a successor agreement that can guide the Water Forum's efforts well into the future. The negotiating process is structured to foster an inclusive and transparent process that brings together affected parties in a collaborative and constructive dialogue. The process began in April 2020 and has been working diligently over the past several years to develop the framework for the negotiations. Water Forum members are now posed to dig into the negotiations and complete an agreement over the next two years.

### Scope of Work

The following scope of work outlines the tasks required for the proposed process to develop and formalize a new Water Forum Agreement for the greater Sacramento Region. The tasks are organized based on expertise and services required beyond the existing Water Forum staff. All staff time spent on Water Forum 2.0 will be covered in the Water Forum's annual operating budget for fiscal years (FY) 23-24 and FY 24-25 and are not included in this scope.

#### Task 1. Facilitation Services and Agreement Development

An expert team of facilitators will be available to guide and support the negotiation process to develop a new Water Forum Agreement. Facilitators will specifically be integral in the Working Group meetings, Negotiating Steering Committee (NSC), and Caucus meetings.

**Task 1.1 – Meeting Facilitation and Support:** This task will include preparing meeting agendas and summaries, meeting material development, organization, and distribution, and active facilitation within the meetings. The facilitation team will be responsible for developing and maintaining the meeting framework for the negotiations including meeting objectives and outcomes, schedules, and roles and responsibilities.

- **Working Group Meeting Support:** The working groups (2-4 at a time) will meet once per month focused on key topics for negotiation and will be reviewing draft agreement language for consideration of the Water Forum Plenary. It is expected that these meeting will be less frequent in the second fiscal year (FY24-25) as the draft agreement is finalized.
- **NSC Meeting Support:** The NSC will meet once per month to review progress of working groups and offer guidance on the Water Forum 2.0 process and milestones.
- **Caucus Meeting Support:** The four caucuses meet on a monthly basis and will serve as venue for working group members to solicit feedback from their fellow caucus members.
- **Plenary Meeting Support:** The Plenary (all four caucuses) meet every other month to review progress on Water Forum 2.0 process and take action on major work products and at specific milestones.

## Attachment 1. Water Forum 2.0 Project Scope and Budget

**Task 1.2 – Agreement Development:** The facilitation team, along with Water Forum staff and other consultants, will develop draft and final agreement language, including review and revisions based on feedback and input from Water Forum members during working group, NSC, and Caucus meetings. This includes development of individual sections, such as:

- Endorsed Solutions
- Metrics of Success
- Assurances and Caveats
- Implementing Agreements
- Purveyor Specific Agreements; and
- Funding Agreements.

Due to the iterative nature of the process, this is subject to change based on level of revisions from the caucuses. Water Forum staff and consultants will take the lead on drafting and revising to all documents.

**Task 1.3 – Strategic Planning and Coordination:** This task will allow for the facilitation team to coordinate with Water Forum staff and consultants on strategic planning for the Water Forum 2.0 process.

**Deliverables:** 1) Meeting agendas and summaries; 2) Meeting framework for negotiations; 3) Draft Elements of Agreement, Draft and Final Agreement Package

### Task 2. Technical Services

The Water Forum 2.0 process is expected require support from technical experts to inform negotiators as to the potential benefits and costs of solution sets. The topics of needed expertise include hydrology, river hydraulics, fisheries biology, river ecology, CalSim modeling, temperature modeling, climate resiliency, state and federal regulatory process, and others. The technical experts will participate in working group meetings and provide valuable analysis as requested.

**Task 2.1 – Meetings and Coordination:** Key technical consultants will participate in working group meetings to serve as resources to support the discussions and to facilitate shared understanding of topics and solutions.

**Task 2.1 – Analysis and Documentation:** Technical staff will prepare analysis and related documentation, as needed for the negotiations. The extent of the technical analysis will be dependent on the discussions and needs of the working groups. However, the level of effort needed in the early phases of pre-negotiation and problem definition within the Water Forum 2.0 process provide a helpful guide in estimating the needs of the negotiations phase. The types of analysis anticipated include CalSim modeling, temperature modeling, analytical reviews of historical data, and others.

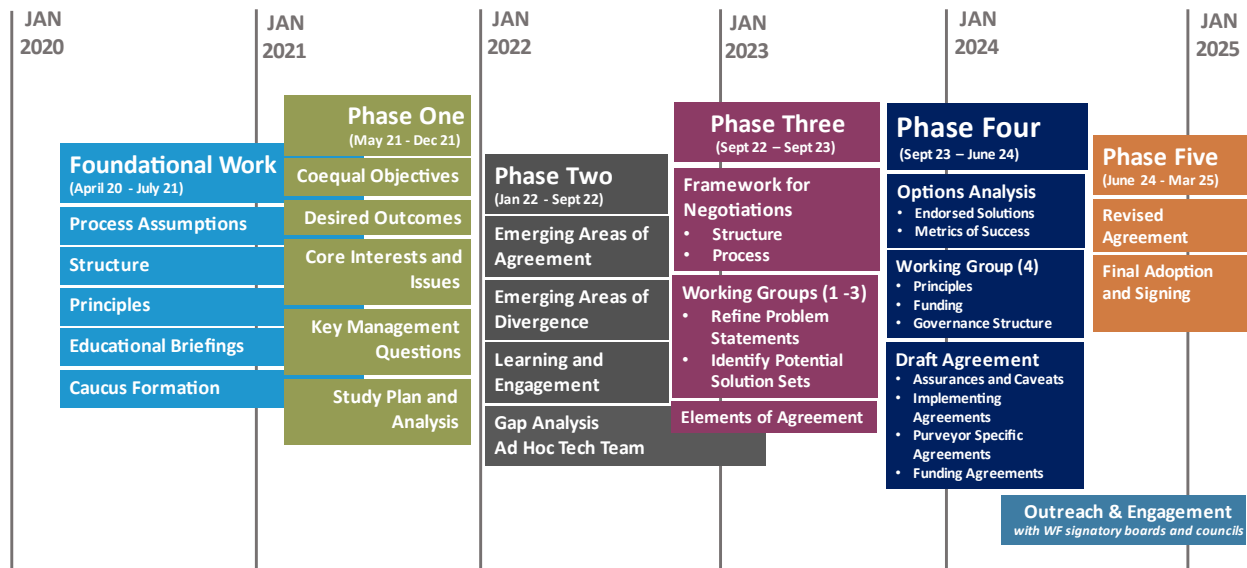
**Deliverables:** 1) Summary materials of analysis; 2) Technical Documentation (for all analyses completed)

## Attachment 1. Water Forum 2.0 Project Scope and Budget

### Schedule

The scope of work to be completed for the Water Forum 2.0 process will be organized across two fiscal years from July 2023 through June 2025. The phases of activities are illustrated below and include: an initial phase focused on the identification of solution sets based on the identified problems, a phase focused on the evaluation and selection of the preferred alternatives (which will form the basis for the Draft agreement), and finally the finalization of the agreement.

#### Water Forum 2.0 | Phase Four



### Budget

The budget below summarizes the expected costs for each of the activities outlined in this scope of work.

| Water Forum 2.0 Project Budget          |  | Annual Costs      |                   | TOTAL               |
|-----------------------------------------|--|-------------------|-------------------|---------------------|
|                                         |  | FY 23-24          | FY 24-25          |                     |
| <b>Task 1: Facilitation Services</b>    |  | <b>\$ 425,000</b> | <b>\$ 352,500</b> | <b>\$ 777,500</b>   |
| 1.1 Meeting Facilitation                |  | \$ 237,000        | \$ 211,500        | \$ 448,500          |
| 1.2 Agreement Development               |  | \$ 51,625         | \$ 38,719         | \$ 90,344           |
| 1.3 Strategic Planning and Coordination |  | \$ 136,375        | \$ 102,281        | \$ 238,656          |
| <b>Task 2: Technical Services</b>       |  | <b>\$ 218,000</b> | <b>\$ 218,000</b> | <b>\$ 436,000</b>   |
| 2.1 Meetings and Coordination           |  | \$ 133,500        | \$ 133,500        | \$ 267,000          |
| 2.2 Analysis and Documentation          |  | \$ 84,500         | \$ 84,500         | \$ 169,000          |
| <b>TOTAL</b>                            |  | <b>\$ 643,000</b> | <b>\$ 570,500</b> | <b>\$ 1,213,500</b> |
| Allocated from WFSE FY 23-24 budget     |  | \$ 72,500         | \$ -              | \$ 100,000          |
| Total Funding Request                   |  | \$ 570,500        | \$ 570,500        | \$ 1,113,500        |

ORDINANCE NO. 6698

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE  
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24  
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 2023-24, is hereby amended as listed on the attached budget adjustment for the Interagency Agreement for Cost Sharing - FY2023-24 Water Forum 2.0 contribution.

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: Sean Bigley / Assistant Environmental Utilities Director FISCAL YEAR: 2024  
PREPARER NAME & TITLE: Archana Wagley / Sr. Business Analyst COUNCIL DATE (if applicable): 8/2/2023  
DEPARTMENT/DIVISION: Environmental Utilities / Water ORDINANCE: \_\_\_\_\_

### EXPENDITURES/EXPENSES/TRANSFERS OUT

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                                                                                                                                  |
|----------------|---------|--------|---------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                                                                                                                              |
| 6101           | 5301    | 74105  | 000000  | 52,208      | Increase professional services expenditure budget in Water Operations Fund for Interagency Agreement for Cost Sharing - FY23-24 Water Forum 2.0 contribution |
|                |         |        |         |             |                                                                                                                                                              |
|                |         |        |         |             |                                                                                                                                                              |
|                |         |        |         |             |                                                                                                                                                              |
|                |         |        |         |             |                                                                                                                                                              |
| TOTAL          |         |        |         | 52,208      |                                                                                                                                                              |

### REVENUES/TRANSFERS IN

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

|                |        |
|----------------|--------|
| NET ADJUSTMENT | 52,208 |
|----------------|--------|

### FUND BALANCE

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                           |
|----------------|---------|--------|---------|-------------|-------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                       |
| 6101           |         |        |         | (52,208)    | Decrease available resources in Water Operations Fund |
|                |         |        |         |             |                                                       |
|                |         |        |         |             |                                                       |
|                |         |        |         |             |                                                       |
|                |         |        |         |             |                                                       |
|                |         |        |         |             |                                                       |
| TOTAL          |         |        |         | (52,208)    |                                                       |

### Justification for Budget Adjustment:

The Water Forum was established in the mid-1990s with the goal of developing a collaborative plan to ensure reliable water supplies for the Sacramento region while also safeguarding the region's vital environmental resources.

The Water Forum consists of a diverse group of stakeholders, including business and agricultural leaders, citizen groups, environmentalists, water managers, and local governments in the Sacramento region. Together, this group works towards achieving two coequal objectives:

- Provide a reliable and safe water supply for the region's economic health and planned development to the year 2030; and,
- Preserve the fishery, wildlife, recreational, and aesthetic values of the Lower American River.

After years of negotiations, in April 2000, the City of Sacramento, the County of Sacramento, and 39 other stakeholders (including the City of Roseville) signed the Water Forum Agreement (WFA). The WFA encompasses a comprehensive set of integrated actions aimed at providing a regional solution for water shortages, environmental restoration, groundwater management, and economic prosperity.

The total proposed cost share amount for the City of Roseville for the Water Forum 2.0 negotiation process over the two fiscal years is \$104,415. Among the 20 water agencies and interested parties participating in the Water Forum 2.0 process, the total cost over the two fiscal years is \$1,141,000. This budget adjustment is for the City of Roseville's contribution for FY23-24.

|                                                                                     |        |                           |      |
|-------------------------------------------------------------------------------------|--------|---------------------------|------|
| REQUIRED APPROVALS:                                                                 |        |                           |      |
|  | 7/5/23 |                           |      |
| REQUESTING DEPARTMENT HEAD / DESIGNEE                                               | DATE   | BUDGET MANAGER / DESIGNEE | DATE |
| CHIEF FINANCIAL OFFICER / DESIGNEE                                                  | DATE   | CITY MANAGER / DESIGNEE   | DATE |
| BUDGET DEPARTMENT USE ONLY:                                                         |        |                           |      |
| POSTED BY                                                                           | DATE   |                           |      |

Revised: June 24, 2019



## COUNCIL COMMUNICATION

CC #: 2843

File #: 0206-03-01

**Title:** Villages at Sierra Vista Community Facilities District No. 1, Series 2023 Bond Issuance

**Contact:** Jeannine Thrash 916-774-5473 [jthrash@roseville.ca.us](mailto:jthrash@roseville.ca.us)  
Dennis Kauffman 916-774-5313 [dkauffman@roseville.ca.us](mailto:dkauffman@roseville.ca.us)

**Meeting Date:** 8/2/2023

**Item #:** 8.1.

### RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the issuance of special tax bonds for, and on behalf of, the City of Roseville Villages at Sierra Vista Community Facilities District (CFD ) No. 1 (Public Facilities), approving and directing the execution of Supplemental Agreement No. 4 to Fiscal Agent Agreement, approving the form of the Preliminary Official Statement, approving sale of such bonds pursuant to a Bond Purchase Agreement, and approving other related documents and actions:

- Supplemental Agreement No. 4 to Fiscal Agent Agreement
- Preliminary Official Statement
- Bond Purchase Agreement

### BACKGROUND

The Villages at Sierra Vista CFD No. 1 (Public Facilities) was formed on May 2, 2018 with Resolution 18-119. Since the first bond series was issued on July 23, 2019, there have been three additional bond issuances for this CFD. The current outstanding principal balance of the current outstanding series is \$35,840,000. The 2023 Bonds are being issued at the developer's request, in an amount not to exceed \$5,250,000, 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 for capitalized interest, and (iv) pay costs of issuance of the 2023 Bonds. The maximum authorized indebtedness for the District is \$310,000,000.

### 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 documents contemplated above, 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: 5.345%; (2) estimated finance charge of the Bonds (sum of all fees and charges paid to third parties): \$308,233.50; (3) estimated amount of proceeds of the Bonds received by the City (net of finance charges, reserves and capitalized interest, if any): \$3,338,199.62; 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: \$8,642,790.45.

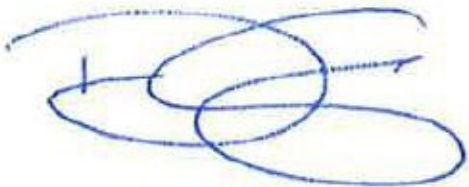
## CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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 23-323

Fiscal Agent Agreement Supplement No. 4  
Preliminary Official Statement  
Bond Purchase Agreement

## **RESOLUTION NO. 23-323**

### **A RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF THE CITY OF ROSEVILLE VILLAGES AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF SUPPLEMENTAL AGREEMENT NO. 4 TO FISCAL AGENT AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS PURSUANT TO A BOND PURCHASE AGREEMENT, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS**

**WHEREAS**, this City Council (the "Council") of the City of Roseville (the "City") has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code (the "Act"), to form the Villages 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 \$310,000,000 (the "Bond Authorization"); and

**WHEREAS**, pursuant to the Bond Authorization, the City previously issued for and on behalf of the District:

(1) the City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2019 (the "2019 Bonds") in the initial principal amount of \$12,540,000,

(2) the City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2020 (the "2020 Bonds") in the initial principal amount of \$9,835,000,

(3) the City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2021 (the "2021 Bonds") in the initial principal amount of \$10,375,000, and

(4) the City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2022 (the "2022 Bonds") in the initial principal amount of \$3,405,000; and

**WHEREAS**, City now desires to issue the fifth 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. 4 to Fiscal Agent Agreement (the "Supplemental Agreement"), which supplements and amends the Fiscal Agent Agreement, dated as of July 1, 2019, Supplemental Agreement No. 1 to Fiscal

Agent Agreement, dated as of July 1, 2020, Supplemental Agreement No. 2 to Fiscal Agent Agreement, dated as of August 1, 2021, and Supplemental Agreement No. 3 to Fiscal Agent Agreement, dated as of August 1, 2022 (collectively, the "Fiscal Agent Agreement"), between the City and U.S. Bank Trust Company, National Association, as successor fiscal agent; and

**WHEREAS**, the Supplemental Agreement provides for the issuance of the Bonds of the City for the District, and the Council, with the aid of City staff, has reviewed the Supplemental Agreement and found it to be in proper order, and now desires to approve the Supplemental 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**, 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, secured on parity with the 2019 Bonds, 2020 Bonds, 2021 Bonds and 2022 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 Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2023" in an aggregate principal amount not to exceed \$5,250,000 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, as amended.

The Bonds shall not be issued unless the value of the real property within the District subject to the special tax to pay debt service on the Bonds, based on assessed values and/or an appraisal by an independent appraiser hired by the City for the purpose of determining such value, is at least three (3) times the proposed principal amount of the 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. **Supplemental Agreement.** The Council hereby approves the Supplemental Agreement in the form presented to the Council at this meeting. The City Manager, Assistant

City Manager/Chief Financial Officer or such other person or persons as any of them may designate (each, an "Authorized Officer"), each acting alone or together with any other Authorized Officer, are each hereby authorized and directed to execute the Supplemental Agreement, 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. The proceeds of the Bonds shall be applied by the City for the purposes and in the amounts as set forth in the Supplemental Agreement. The Council hereby authorizes the delivery and performance by the City of the Supplemental Agreement 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.** 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, to deliver to the Underwriter a certificate with respect to the information set forth therein and to deliver to the Underwriter a continuing disclosure undertaking, the form of which is included as part of the Preliminary Official Statement, in substantially such form, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same.

7. **Approval of Bond Purchase Agreement.** The Council hereby approves the Bond Purchase Agreement between the City and the Underwriter, in substantially the form on file with the City Clerk; provided, that the aggregate principal amount of Bonds shall not exceed \$5,250,000 or result in an Underwriter's discount in excess of 1.65%, 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 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

---

---

**SUPPLEMENTAL AGREEMENT NO. 4 TO  
FISCAL AGENT AGREEMENT**

**by and between**

**CITY OF ROSEVILLE**

**and**

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,  
as Fiscal Agent**

**Dated as of August 1, 2023**

**Relating to:**

**\$ \_\_\_\_\_  
City of Roseville  
Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)  
Special Tax Bonds  
Series 2023**

---

## TABLE OF CONTENTS

|                                |                                                              |    |
|--------------------------------|--------------------------------------------------------------|----|
| SECTION 1.                     | Supplement to Original Fiscal Agent Agreement .....          | 2  |
| ARTICLE XII                    |                                                              |    |
| 2023 BONDS                     |                                                              |    |
| Section 13.01.                 | Definitions .....                                            | 2  |
| Section 13.02.                 | Authorization of 2023 Bonds .....                            | 4  |
| Section 13.03.                 | Terms of 2023 Bonds .....                                    | 4  |
| Section 13.04.                 | Redemption of 2023 Bonds .....                               | 5  |
| Section 13.05.                 | Form of 2023 Bonds; Authentication and Delivery .....        | 7  |
| Section 13.06.                 | Application of Proceeds of Sale of 2023 Bonds .....          | 8  |
| Section 13.07.                 | 2023 Costs of Issuance Fund .....                            | 9  |
| Section 13.08.                 | 2023 Capitalized Interest Account .....                      | 9  |
| Section 13.09.                 | Procedure for Disbursement of 2023 Improvement Account ..... | 9  |
| Section 13.10.                 | Security for 2023 Bonds .....                                | 9  |
| Section 13.11.                 | Effect of this Article XII .....                             | 9  |
| SECTION 2.                     | Attachment of Exhibit F .....                                | 10 |
| SECTION 3.                     | Additional Amendments to Fiscal Agent Agreement .....        | 10 |
| SECTION 4.                     | Partial Invalidity .....                                     | 10 |
| SECTION 5.                     | Execution in Counterparts .....                              | 11 |
| SECTION 6.                     | Governing Law .....                                          | 11 |
| EXHIBIT A - FORM OF 2023 BONDS |                                                              |    |



## **SUPPLEMENTAL AGREEMENT NO. 4 TO FISCAL AGENT AGREEMENT**

THIS SUPPLEMENTAL AGREEMENT NO. 4 TO FISCAL AGENT AGREEMENT (this "Supplemental Agreement No. 4"), dated as of August 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 Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "District"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as successor fiscal agent (the "Fiscal Agent") under a Fiscal Agent Agreement, dated as of July 1, 2019 (the "Original Fiscal Agent Agreement"), as supplemented by Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of July 1, 2020 ("Supplemental Agreement No. 1"), Supplemental Agreement No. 2 to Fiscal Agent Agreement, dated as of August 1, 2021 ("Supplemental Agreement No. 2"), and Supplemental Agreement No. 3 to Fiscal Agent Agreement, dated as of August 1, 2022 ("Supplemental Agreement No. 3"), by and between the Fiscal Agent and the City. The Original Fiscal Agent Agreement as supplemented by Supplemental Agreement No. 1, Supplemental Agreement No. 2, Supplemental Agreement No. 3 and this Supplemental Agreement No. 4 is herein referred to as the "Fiscal Agent Agreement."

### **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

**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 \$310,000,000 (the "Bond Authorization"); and

**WHEREAS**, pursuant to the provisions of the Act and the Original Fiscal Agent Agreement, the City previously issued, for and on behalf of the District: (i) \$12,540,000 initial principal amount of City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2019 (the "2019 Bonds"); (ii) \$9,835,000 initial principal amount of City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2020 (the "2020 Bonds"); (iii) \$10,375,000 initial principal amount of City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2021 (the "2021 Bonds"); and (iv) \$3,405,000 initial principal amount of City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2022 (the "2022 Bonds"), each for the purpose of financing various public improvements authorized to be funded by the District, which 2019 Bonds, 2020 Bonds, 2021 Bonds and 2022 Bonds (the "Prior Bonds") constituted the first, second, third and fourth 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) secured under the Original Fiscal Agent Agreement on parity with the Prior Bonds; 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 Community Facilities District No. 1 Special Tax Bonds, Series 2023 in the initial aggregate principal amount of \$\_\_\_\_\_ (the "2023 Bonds"), to provide moneys needed to construct and acquire the facilities necessary for development of property within the City; and

**WHEREAS**, this Supplemental Agreement No. 4 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 Fiscal Agent Agreement on parity with the Prior Bonds; and

**WHEREAS**, the City and the Fiscal Agent desire to enter into this Supplemental Agreement No. 4 pursuant to Section 5.17 of the Original Fiscal Agent Agreement to provide for the issuance of the 2023 Bonds; and

**WHEREAS**, to provide for the issuance of the 2023 Bonds, it is necessary to supplement and amend the Original Fiscal Agent Agreement, as more particularly provided herein, as authorized by Sections 5.17 and 8.05 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 Fiscal Agent Agreement, as amended and supplemented by this Supplemental Agreement No. 4, 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. 4 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 8.05 of the Original Fiscal Agent Agreement, the Original Fiscal Agent Agreement, as amended, is hereby amended by adding a new article thereto, to be designated as Article XIII. Such Article XIII shall read in its entirety as follows:

## **ARTICLE XIII**

### **2023 BONDS**

Section 13.01. Definitions. The Original Fiscal Agent Agreement, as amended, is amended to add the following definitions to Section 1.03.

*"Article XIII"* means this Article XIII which has been incorporated in and made a part of this Agreement pursuant to Supplemental Agreement No. 4, together with all amendments of and supplements to this Article XIII entered into pursuant to the provisions of Section 8.01.

*“Closing Date”* means, when referring to the 2023 Bonds and as used in this Supplemental Agreement No. 4, August \_\_\_\_, 2023.

*“Continuing Disclosure Certificate”* means (i) with respect to the 2019 Bonds, the Continuing Disclosure Certificate, dated as of July 1, 2019, by and between 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, (ii) with respect to the 2020 Bonds, the Continuing Disclosure Certificate, dated as of July 30, 2020, by and among the City and Willdan Financial Services, in its capacity as Dissemination Agent, (iii) with respect to the 2021 Bonds, the Continuing Disclosure Certificate, dated as of August 5, 2021, by and among the City and Willdan Financial Services, in its capacity as Dissemination Agent, (iv) with respect to the 2022 Bonds, the Continuing Disclosure Certificate, dated as of August 3, 2022 by and among the City and Willdan Financial Services, in its capacity as Dissemination Agent, and (v) and with respect to the 2023 Bonds, the Continuing Disclosure Certificate, dated as of August \_\_\_\_, 2023 by and among 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.

*“Fiscal Agent Agreement”* means the Fiscal Agent Agreement, dated as of July 1, 2019, as supplemented and amended by Supplemental Agreement No. 1, Supplemental Agreement No. 2, Supplemental Agreement No. 3, and Supplemental Agreement No. 4.

*“Interest Payment Dates”* means (i) with respect to the 2019 Bonds, March 1 and September 1 of each year, commencing September 1, 2019, (ii) with respect to the 2020 Bonds, March 1 and September 1 of each year, commencing September 1, 2020, (iii) with respect to the 2021 Bonds, March 1 and September 1 of each year, commencing March 1, 2022, (iv) with respect to the 2022 Bonds, March 1 and September 1 of each year, commencing September 1, 2022, and (v) with respect to the 2023 Bonds, March 1 and September 1 of each year, commencing March 1, 2024.

*“Prior Bonds”* means, collectively, the 2019 Bonds, the 2020 Bonds, the 2021 Bonds, and the 2022 Bonds.

*“Supplemental Agreement No. 4”* has the meaning given above.

*“2023 Bonds”* has the meaning given above.

*“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, 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, (underwriter’s) discount or underwriting fee for the 2023 Bonds, legal fees, 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 13.07.

“2023 Improvement Account” means the account by that name established pursuant to this Supplemental Agreement No. 4.

“2023 Reserve Account” means the account by that name established pursuant to this Supplemental Agreement No. 4.

“Term 2023 Bonds” means the 2023 Bonds maturing September 1, 20\_\_\_\_, September 1, 20\_\_\_\_, September 1, 20\_\_\_\_ and September 1, 20\_\_\_\_.

Section 13.02. 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 the Fiscal Agent Agreement, the Act, and other applicable laws of the State of California. The 2023 Bonds shall be designated the “City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2023.”

Jurisdiction is hereby reserved to issue subsequent Additional Bonds; provided that the maximum aggregate principal amount of bonds which may be issued for the District, including Bonds outstanding under the Fiscal Agent Agreement, shall not exceed the Bond Authorization.

Section 13.03. 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 the 2023 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. 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, provided further that 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 District will promptly notify the Trustee in writing of any change in the CUSIP numbers.

(D) Maturities, Interest Rates. The 2023 Bonds shall be issued as serial bonds and term bonds, and shall mature and become payable as follows:

| Maturity<br>(Sept. 1) | Principal<br>Amount | Interest<br>Rate | CUSIP<br>(777870) |
|-----------------------|---------------------|------------------|-------------------|
|-----------------------|---------------------|------------------|-------------------|

(E) Interest and Method of Payment. Interest on the 2023 Bonds shall be payable as provided in Section 2.02(E) of the Fiscal Agent Agreement, with the Closing Date as used therein being the Closing Date for the 2023 Bonds, and payments shall be made on the 2023 Bonds as provided in Section 2.02(F) and this Supplemental Agreement No. 4.

#### Section 13.04. Redemption of 2023 Bonds.

##### (A) Redemption Dates.

(i) 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<br/>Price</u> |
|---------------------------------------------------------|-----------------------------|
| Any Date from 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                         |

(ii) 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:

| <b><u>Redemption Dates</u></b>                             | <b><u>Redemption Price</u></b> |
|------------------------------------------------------------|--------------------------------|
| Any Interest Payment Date through 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                            |

(iii) Mandatory Sinking Payment Redemption. The Term 2023 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 2023 Bonds Maturing September 1, 20\_\_**

|                                           |                         |
|-------------------------------------------|-------------------------|
| Mandatory<br>Redemption Date<br>(Sept. 1) | Sinking Fund<br>Payment |
|-------------------------------------------|-------------------------|

**Term 2023 Bonds Maturing September 1, 20\_\_**

|                                           |                         |
|-------------------------------------------|-------------------------|
| Mandatory<br>Redemption Date<br>(Sept. 1) | Sinking Fund<br>Payment |
|-------------------------------------------|-------------------------|

**Term 2023 Bonds Maturing September 1, 20\_\_**

|                                           |                         |
|-------------------------------------------|-------------------------|
| Mandatory<br>Redemption Date<br>(Sept. 1) | Sinking Fund<br>Payment |
|-------------------------------------------|-------------------------|

**Term 2023 Bonds Maturing September 1, 20\_\_**

|                                           |                         |
|-------------------------------------------|-------------------------|
| Mandatory<br>Redemption Date<br>(Sept. 1) | Sinking Fund<br>Payment |
|-------------------------------------------|-------------------------|

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 clause (A)(i) or clause (A)(ii) above. In the event of a redemption pursuant to clause (A)(i) or clause (A)(ii) above, 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 13.04, 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 clause (A)(i) or clause (A)(ii) not less than 45 days prior to the applicable redemption date.

(C) Redemption Procedure by Fiscal Agent; Rescission; Effect of Redemption. The redemption provisions set forth in Section 2.03(C) and Section 2.03(D) shall apply to the 2023 Bonds as if set forth herein.

**Section 13.05. 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 F 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 may 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 F, 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; Transfer and Exchange; Additional Provisions of the 2023 Bonds. At any time after the execution of this Supplemental Agreement No. 4 and delivery by the City of an Officer's Certificate that the requirements of Section 5.17 of the Fiscal Agent Agreement 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 13.02 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 the Fiscal Agent Agreement, as supplemented by this Supplemental Agreement No. 4, 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 Fiscal Agent Agreement shall apply to the 2023 Bonds in a like manner as applied to the Prior Bonds.

Section 13.06. Application of Proceeds of Sale of 2023 Bonds.

(A) Proceeds of 2023 Bonds. 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, less a [net] original issue discount 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 \$\_\_\_\_\_;
- (iii) Deposit in the 2023 Capitalized Interest Account \$\_\_\_\_\_; and
- (iv) Deposit in the 2023 Costs of Issuance Fund \$\_\_\_\_\_.

(B) 2023 Reserve Account. 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 13.06(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 the Fiscal Agent Agreement. The Reserve Requirement for the 2023 Bonds shall not increase at any time.

(C) Additional Funds and Accounts. 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 13.06.



Section 13.07. 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 the Chief Financial Officer or a designee thereof 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. The Fiscal Agent shall maintain the 2023 Costs of Issuance Fund for a period of 45 days from the Closing Date and then shall transfer any moneys remaining therein, 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 13.08. [Reserved].

Section 13.09. 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 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 Improvement Fund shall be retained by the Fiscal Agent in the Improvement Fund to be used for the purposes of the 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 Improvement Fund and the accounts established thereunder has been completed and that all costs of such portion of the Project have been paid or are not required to be paid from the Improvement Fund, the Fiscal Agent shall transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with Section 4.02 and the Improvement Fund shall be closed.

Section 13.10. 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 XIII.

Section 13.11. Effect of this Article XIII. Except as in this Article XIII expressly provided or except to the extent inconsistent with any provision of this Article XIII, 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 XIII.

**SECTION 2. Attachment of Exhibit F.** The Fiscal Agent Agreement is hereby further amended by incorporating therein an Exhibit F 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 Fiscal Agent Agreement.** The Fiscal Agent Agreement is hereby further amended as follows:

(A) Section 3.04(A) of the Fiscal Agent Agreement is hereby amended by adding thereto, as a new sixth sentence thereof (a third sentence, fourth sentence, and fifth sentence having been added pursuant to Supplemental Agreement No. 1, Supplemental Agreement No. 2 and Supplemental Agreement No. 3, respectively), 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 Sections 13.06 and 13.09”.

(B) It is further acknowledged that pursuant to Supplemental Agreement No. 2, the following section was added to the Fiscal Agent Agreement:

“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.”

(C) It is further acknowledged that pursuant to Supplemental Agreement No. 1, the Fiscal Agent Agreement was amended such that references in the Fiscal Agent Agreement to the 2019 Bonds which, if the context requires reference to the 2019 Bonds and any Additional Bonds in order to maintain the parity relationship of the 2019 Bonds and any Additional Bonds and the security therefor, shall be deemed to refer to “Bonds” as defined in the Fiscal Agent Agreement rather than “2019 Bonds.”

(D) It is further acknowledged that pursuant to Supplemental Agreement No. 1, the sentence in the Fiscal Agent Agreement that “the Reserve Requirement for the 2019 Bonds shall not increase after the date of issuance of the 2019 Bonds” in the definition of “Reserve Requirement” was changed to read as follows: “the Reserve Requirement for each series of Bonds shall not increase after the date of issuance of such series of Bonds.”

**SECTION 4. Partial Invalidity.** If any section, paragraph, sentence, clause or phrase of this Supplemental Agreement No. 4 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. 4. The City hereby declares that it would have entered into this Supplemental Agreement No. 4 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. 4 may be held illegal, invalid or unenforceable.

**SECTION 5.** Execution in Counterparts. This Supplemental Agreement No. 4 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. 4 and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Agreement No. 4 as to the parties hereto and may be used in lieu of the original Supplemental Agreement No. 4 and signature pages for all purposes.

**SECTION 6.** Governing Law. This Supplemental Agreement No. 4 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. 4 to Fiscal Agent Agreement to be executed as of August 1, 2023.

**CITY OF ROSEVILLE**, a municipal corporation,  
for and on behalf of the City of Roseville  
Villages at Sierra Vista Community Facilities  
District No. 1 (Public Facilities)

**U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION**, *as Fiscal Agent*

By: \_\_\_\_\_  
Vice President

By: \_\_\_\_\_  
DOMINICK CASEY  
City Manager

ATTEST:

By: \_\_\_\_\_  
CARMEN AVALOS  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
MICHELLE SHEIDENBERGER  
City Attorney

APPROVED AS TO SUBSTANCE:

By: \_\_\_\_\_  
DENNIS KAUFFMAN  
Assistant City Manager/Chief Financial Officer

**EXHIBIT A TO SUPPLEMENTAL AGREEMENT NO. 4 TO FISCAL AGENT AGREEMENT**

**EXHIBIT F TO FISCAL AGENT AGREEMENT  
FORM OF 2023 BONDS**

UNITED STATES OF AMERICA  
STATE OF CALIFORNIA

No. \_\_\_\_\_

\$ \_\_\_\_\_

CITY OF ROSEVILLE  
VILLAGES 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

REGISTERED OWNER:    CEDE & CO.

PRINCIPAL AMOUNT:    \_\_\_\_\_ DOLLARS

The City of Roseville (the "City") for and on behalf of the City of Roseville Villages 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 March 1, 2024 (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 a designated corporate trust office of U.S. Bank Trust Company, National Association in San Francisco, California, as successor fiscal agent (the "Fiscal Agent"). Interest on this Bond shall be paid by check of the Fiscal Agent mailed by first class mail on each Interest Payment Date to the Owner hereof as of the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs (the "Record Date") at such Owner's address as it appears on the registration books maintained by the Fiscal Agent, or by wire transfer made on such Interest Payment Date upon written instructions delivered to the Fiscal Agent by the applicable Record Date of any Owner of \$1,000,000 or more in aggregate principal amount of Bonds.

This Bond is one of a duly authorized issue of bonds approved by resolution of the City Council of the City 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 Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) 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, 2019, as amended and supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of July 1, 2020, a Supplemental Agreement No. 2 to Fiscal Agent Agreement dated as of August 1, 2021, a Supplemental Agreement No. 3 to Fiscal Agent Agreement dated as of August 1, 2022, and a Supplemental Agreement No. 4 to Fiscal Agent Agreement dated as of August 1, 2023 (collectively, the "Agreement"), by and between the City and the Fiscal Agent 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, on parity with previously issued bonds of the District, solely from the Special Tax Revenues and the amounts in certain funds held under the Agreement. "Special Tax Revenues" means the proceeds of the facilities special tax ("Special Taxes") levied under the Mello-Roos Act in the District 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 of Placer (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, 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> |
|---------------------------------------------------------|-------------------------|
| Any Date from 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                     |

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> |
|------------------------------------------------------------|-------------------------|
| Any Interest Payment Date through 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                     |

The Term Bonds maturing September 1, 20\_\_, September 1, 20\_\_, September 1, 20\_\_ and September 1, 20\_\_ are subject to mandatory sinking payment redemption in part on September 1, 20\_\_, September 1, 20\_\_, September 1, 20\_\_ and September 1, 20\_\_, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

**Term Bonds Maturing September 1, 20\_\_**

|                                           |                         |
|-------------------------------------------|-------------------------|
| Mandatory<br>Redemption Date<br>(Sept. 1) | Sinking Fund<br>Payment |
|-------------------------------------------|-------------------------|

**Term Bonds Maturing September 1, 20\_\_**

|                                           |                         |
|-------------------------------------------|-------------------------|
| Mandatory<br>Redemption Date<br>(Sept. 1) | Sinking Fund<br>Payment |
|-------------------------------------------|-------------------------|

**Term Bonds Maturing September 1, 20\_\_**

|                                           |                         |
|-------------------------------------------|-------------------------|
| Mandatory<br>Redemption Date<br>(Sept. 1) | Sinking Fund<br>Payment |
|-------------------------------------------|-------------------------|

**Term Bonds Maturing September 1, 20\_\_**

|                                           |                         |
|-------------------------------------------|-------------------------|
| Mandatory<br>Redemption Date<br>(Sept. 1) | Sinking Fund<br>Payment |
|-------------------------------------------|-------------------------|

The amounts in the foregoing tables shall be reduced pro rata as a result of any prior partial optional or mandatory redemption of the Term 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 VILLAGES AT SIERRA  
VISTA COMMUNITY FACILITIES DISTRICT  
NO. 1 (PUBLIC FACILITIES)

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Clerk

#### **FORM OF FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION**

This is one of the Bonds described in the Resolution and the Agreement.

Dated: \_\_\_\_\_, 2023

**U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION**, *as Fiscal  
Agent*

By: \_\_\_\_\_  
Authorized Signatory

## FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer unto

---

---

---

*(Name, address and Tax identification Number of Assignee)*

the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s) \_\_\_\_\_, attorney, \_\_\_\_\_ to transfer the same on the registration books of the Fiscal Agent with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

---

NOTE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

---

NOTE: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

**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****VILLAGES 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 Villages 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 July 1, 2019, as supplemented and amended, including by a Supplemental Agreement No. 4 to Fiscal Agent Agreement dated as of August 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 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 March 1, 2024. The City has previously issued special tax bonds for the District in 2019, 2020, 2021, and 2022, which remain outstanding on a parity basis. The 2023 Bonds represent the fifth series of special tax bonds issued for the District, and the issuance of additional parity bonds in the future is contemplated as ongoing development in the District proceeds, 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 – 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 parity 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 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. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS."

Property currently in the District and subject to the Special Tax is composed of completed homes and lots under development, planned to comprise upon build out 1,205 residential homes in the Sierra Vista Specific Plan, which is located in the northwest portion of the City. The land currently in the District constitutes a portion of a larger development project being undertaken by JMC Homes in the area, and additional land is expected to annex into the District from the future annexation area. John Mourier Construction, Inc. ("JMC Homes") and an affiliated entity are developing most of the property within the District, with Richmond American Homes of Maryland, Inc. ("Richmond American Homes") developing the remaining 143 lots. See "THE DISTRICT" and "OWNERSHIP OF PROPERTY WITHIN 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. 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 Kutak Rock LLP, Irvine, 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 \_\_\_\_\_, 2023.*

**[Piper logo]**

The date of this Official Statement is \_\_\_\_\_, 2023.

\* Preliminary; subject to change.

**CITY OF ROSEVILLE  
VILLAGES AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)  
SPECIAL TAX BONDS  
SERIES 2023**

**MATURITY SCHEDULE**

| Maturity<br>(Sept. 1) | Principal<br>Amount | Interest<br>Rate | Yield | Price | CUSIP†<br>( ) |
|-----------------------|---------------------|------------------|-------|-------|---------------|
|-----------------------|---------------------|------------------|-------|-------|---------------|

\$ \_\_\_\_\_ % Term Bond Due September 1, 20\_\_\_\_; Yield \_\_\_\_%; Price: \_\_\_\_%  
CUSIP†: \_\_\_\_\_

---

† CUSIP Global Services (CGS) is managed on behalf of American Bankers Association by FactSet Research Systems Inc. Copyright© 2023 CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the Fiscal Agent or the Underwriter take any responsibility for the accuracy of the CUSIP data.

## **CITY OF ROSEVILLE, CALIFORNIA**

### **City Council**

Bruce Houdesheldt, *Mayor (District 3)*  
Krista Bernasconi, *Vice Mayor (District 4)*  
Scott Alvord, *Councilmember (District 5)*  
Tracy Mendonsa, *Councilmember (District 1)*  
Pauline Roccucci, *Councilmember (District 2)*

### **City Staff**

Dominick Casey, *City Manager*  
Dennis Kauffman, *Assistant City Manager/Chief Financial Officer*  
Michelle Sheidenberger, *City Attorney*  
Carmen Avalos, *City Clerk*

---

## **SPECIAL SERVICES**

### **Bond Counsel and Disclosure Counsel**

Jones Hall, A Professional Law Corporation  
*San Francisco, California*

### **Municipal Advisor**

Hilltop Securities Inc.  
*Encino, California*

### **Special Tax 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.

## TABLE OF CONTENTS

|                                                                                   | Page |                                                                | Page |
|-----------------------------------------------------------------------------------|------|----------------------------------------------------------------|------|
| INTRODUCTION.....                                                                 | 1    | Assessed Valuation.....                                        | 47   |
| ESTIMATED SOURCES AND USES OF FUNDS.....                                          | 7    | The Appraisal .....                                            | 47   |
| THE BONDS .....                                                                   | 8    | Value to Special Tax Burden Ratios.....                        | 49   |
| Authority for Issuance.....                                                       | 8    | Special Tax Collections and Delinquencies .....                | 53   |
| Description of the Bonds .....                                                    | 8    | Overlapping Liens and Priority of Lien .....                   | 54   |
| Redemption*.....                                                                  | 10   | Estimated Tax Burden on Single-Family Home .....               | 56   |
| Transfer or Exchange of Bonds.....                                                | 12   | SPECIAL RISK FACTORS.....                                      | 57   |
| SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.....                                | 13   | Limited Obligation of the City to Pay Debt Service.....        | 57   |
| Special Taxes.....                                                                | 13   | Concentration of Ownership.....                                | 57   |
| Special Tax Methodology .....                                                     | 14   | Appraised Values .....                                         | 57   |
| Levy of Annual Special Tax; Maximum Special Tax.....                              | 16   | Property Values and Property Development .....                 | 58   |
| Special Tax Fund .....                                                            | 17   | Property Values and Property Development .....                 | 61   |
| Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure ..... | 17   | FDIC/Federal Government Interests in Properties .....          | 63   |
| 2022 Reserve Account of the Reserve Fund .....                                    | 19   | Bankruptcy and Foreclosure Delays .....                        | 63   |
| Improvement Fund .....                                                            | 21   | Parity Taxes and Special Assessments; Private Debt.....        | 65   |
| Parity Bonds .....                                                                | 21   | Tax Delinquencies.....                                         | 66   |
| DEBT SERVICE SCHEDULES.....                                                       | 23   | No Acceleration Provisions .....                               | 67   |
| THE SIERRA VISTA SPECIFIC PLAN .....                                              | 24   | Ballot Initiatives .....                                       | 67   |
| THE DISTRICT.....                                                                 | 26   | Voter Initiatives.....                                         | 67   |
| Location and Description of the Project and the Immediate Area .....              | 26   | Pandemic Diseases.....                                         | 68   |
| Entitlements and Development .....                                                | 30   | Cyber Security.....                                            | 68   |
| Environmental Matters .....                                                       | 32   | Potential Early Redemption of Bonds from Prepayments .....     | 68   |
| Current and Proposed Development.....                                             | 32   | CONSTITUTIONAL LIMITATIONS ON TAXATION AND APPROPRIATIONS..... | 69   |
| OWNERSHIP OF PROPERTY WITHIN THE DISTRICT.....                                    | 40   | CONTINUING DISCLOSURE .....                                    | 70   |
| Current Property Owners in the District.....                                      | 40   | UNDERWRITING .....                                             | 71   |
| JMC Homes.....                                                                    | 42   | MUNICIPAL ADVISOR.....                                         | 71   |
| JMC Homes.....                                                                    | 42   | LEGAL OPINION.....                                             | 71   |
| Richmond American Homes.....                                                      | 42   | TAX MATTERS .....                                              | 71   |
| THE IMPROVEMENTS.....                                                             | 43   | NO RATINGS.....                                                | 73   |
| Eligible Facilities.....                                                          | 43   | NO LITIGATION.....                                             | 73   |
| Estimated Cost of the Improvements .....                                          | 45   | EXECUTION .....                                                | 73   |
| VALUE OF PROPERTY WITHIN THE DISTRICT .....                                       | 47   |                                                                |      |
| APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX                      |      |                                                                |      |
| APPENDIX B – THE APPRAISAL                                                        |      |                                                                |      |
| APPENDIX C – THE CITY OF ROSEVILLE AND PLACER COUNTY                              |      |                                                                |      |
| APPENDIX D – FORM OF OPINION OF BOND COUNSEL                                      |      |                                                                |      |
| APPENDIX E – FORMS OF CONTINUING DISCLOSURE UNDERTAKINGS                          |      |                                                                |      |
| APPENDIX F – SUMMARY OF CERTAIN PROVISIONS OF FISCAL AGENT AGREEMENT              |      |                                                                |      |
| APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM                                   |      |                                                                |      |

---

---

## OFFICIAL STATEMENT

---

---

\$ \_\_\_\_\_ \*

**CITY OF ROSEVILLE**  
**VILLAGES 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 Villages 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 March 21, 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 May 2, 2018, the City Council adopted a Resolution of Formation (the “**Resolution of Formation**”), which established the District

---

\* Preliminary; subject to change.



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 \$310,000,000. On the same day, an election was held within the District in which the qualified elector in the District, John Mourier Construction, Inc. (“**JMC Homes**”), approved the proposed bonded indebtedness and the levy of the Special Tax. Change proceedings were undertaken in the District in January 2019 to amend the Rate and Method, which proceedings were approved by JMC Homes, as the qualified elector in the District. Additional property has been added from the Future Annexation Area into the District since that time, as further described herein. In late 2021 and early 2022 JMC Homes sold 143 finished lots comprising Village FD-10 to Richmond American Homes of Maryland, Inc., a Maryland corporation (“**Richmond American Homes**”). See “THE DISTRICT” and “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT”.

**Development in the District.** The land currently in the District is developing into 1,205 single-family homes. This constitutes a portion of a larger development project being undertaken by JMC Homes in the area, and additional land currently owned by JMC Homes or Mourier Investments, LLC (“**MILLC**”), an investment affiliate of JMC Homes, is expected to annex into the District from the Future Annexation Area. Construction status of the 1,205 taxable properties within the District as of June 1, 2023 is summarized as follows:

**JMC Homes – Excluding FD-10<sup>(1)</sup>  
As of June 1, 2023**

| Description                               | Number of Lots | Number of Building Permits Issued | Lots Not Yet Finished | Finished Lots | Model Homes | Released Units Not Sold | Sold Backlog | Sold & Closed |
|-------------------------------------------|----------------|-----------------------------------|-----------------------|---------------|-------------|-------------------------|--------------|---------------|
| <b>Ph 1 (Initial Boundary) – 2019</b>     |                |                                   |                       |               |             |                         |              |               |
| JM-20 Phase 1                             | 88             | 83                                | 0                     | 5             | 4           | 0                       | 0            | 79            |
| JM-2 Phase 1                              | 92             | 92                                | 0                     | 0             | 0           | 0                       | 0            | 92            |
| JM-3 Phase 1                              | 83             | 83                                | 0                     | 0             | 0           | 1                       | 0            | 82            |
| JM-4 Phase 1                              | 92             | 89                                | 0                     | 3             | 3           | 0                       | 0            | 86            |
| <u>JM-4 Phase 2</u>                       | <u>40</u>      | <u>40</u>                         | <u>0</u>              | <u>0</u>      | <u>0</u>    | <u>0</u>                | <u>0</u>     | <u>40</u>     |
| <b>Sub-Total</b>                          | <b>395</b>     | <b>387</b>                        | <b>0</b>              | <b>8</b>      | <b>7</b>    | <b>1</b>                | <b>0</b>     | <b>379</b>    |
| <b>Ph 2 (First Annexation) – 2020</b>     |                |                                   |                       |               |             |                         |              |               |
| JM-2 Phase 2                              | 95             | 95                                | 0                     | 0             | 0           | 0                       | 0            | 95            |
| JM-3 Phase 2                              | 44             | 44                                | 0                     | 0             | 0           | 0                       | 0            | 44            |
| JM-20 Phase 2                             | 75             | 75                                | 0                     | 0             | 0           | 1                       | 9            | 65            |
| JM-20 Phase 3.1A                          | <u>69</u>      | <u>69</u>                         | <u>0</u>              | <u>0</u>      | <u>0</u>    | <u>0</u>                | <u>0</u>     | <u>69</u>     |
| <b>Sub-Total</b>                          | <b>283</b>     | <b>283</b>                        | <b>0</b>              | <b>0</b>      | <b>0</b>    | <b>1</b>                | <b>9</b>     | <b>273</b>    |
| <b>Phase 3 (Second Annexation) – 2021</b> |                |                                   |                       |               |             |                         |              |               |
| JM-20 Phase 3.1B                          | 39             | 39                                | 0                     | 0             | 0           | 0                       | 6            | 33            |
| JM-21                                     | 80             | 29                                | 0                     | 51            | 3           | 10                      | 5            | 11            |
| JM-40                                     | <u>35</u>      | <u>28</u>                         | <u>0</u>              | <u>7</u>      | <u>0</u>    | <u>15</u>               | <u>13</u>    | <u>0</u>      |
| <b>Sub-Total</b>                          | <b>154</b>     | <b>96</b>                         | <b>0</b>              | <b>58</b>     | <b>3</b>    | <b>25</b>               | <b>24</b>    | <b>44</b>     |
| <b>Phase 4 (Third Annexation) – 2022</b>  |                |                                   |                       |               |             |                         |              |               |
| FD-6                                      | <u>95</u>      | <u>0</u>                          | <u>0</u>              | <u>95</u>     | <u>0</u>    | <u>0</u>                | <u>0</u>     | <u>0</u>      |
| <b>Sub-Total</b>                          | <b>95</b>      | <b>0</b>                          | <b>0</b>              | <b>95</b>     | <b>0</b>    | <b>0</b>                | <b>0</b>     | <b>0</b>      |
| <b>Phase 5 (Fourth Annexation) – 2023</b> |                |                                   |                       |               |             |                         |              |               |
| FD-24 <sup>(2)</sup>                      | <u>135</u>     | <u>0</u>                          | <u>0</u>              | <u>135</u>    | <u>0</u>    | <u>0</u>                | <u>0</u>     | <u>0</u>      |
| <b>Sub-Total</b>                          | <b>135</b>     | <b>0</b>                          | <b>0</b>              | <b>135</b>    | <b>0</b>    | <b>0</b>                | <b>0</b>     | <b>0</b>      |
| <b>Total</b>                              | <b>1,062</b>   | <b>766</b>                        | <b>0</b>              | <b>296</b>    | <b>10</b>   | <b>27</b>               | <b>33</b>    | <b>696</b>    |

(1) FD-10 (143 lots) was sold by JMC Homes to Richmond American Homes in December 2021 and March 2022. The status of development of these lots is described elsewhere herein.

(2) FD-24 (135 lots) was transferred by MILLC to FD-24 LLC as unimproved lots and have no vertical home construction. Finished lots are based on building permit availability.

Source: JMC Homes.

**Richmond American Homes – FD-10 (143 Lots)  
As of June 1, 2023**

| <b>Village<br/>FD-10<br/>Neighborhood</b> | <b>Total No.<br/>Planned<br/>Units</b> | <b>Final<br/>Mapped<br/>Parcels</b> | <b>Units<br/>Completed<br/>and<br/>Closed</b> | <b>Units Under<br/>Construction<br/>and in<br/>Escrow</b> | <b>Units Under<br/>Construction<br/>and<br/>Unsold<sup>(1)</sup></b> | <b>Units<br/>Completed<br/>and<br/>Unsold<sup>(1)</sup></b> | <b>Finished<br/>Lots not<br/>Under<br/>Construction</b> |
|-------------------------------------------|----------------------------------------|-------------------------------------|-----------------------------------------------|-----------------------------------------------------------|----------------------------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------|
| Seasons                                   | 143                                    | 143                                 | 6                                             | <input type="checkbox"/>                                  | <input type="checkbox"/>                                             | <input type="checkbox"/>                                    | <input type="checkbox"/>                                |

Source: Richmond American Homes.

**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, 2019, as supplemented and amended by a Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of July 1, 2020, Supplemental Agreement No. 2 to Fiscal Agent Agreement dated as of August 1, 2021, Supplemental Agreement No. 3 to Fiscal Agent Agreement dated as of August 1, 2022 and Supplemental Agreement No. 4 to Fiscal Agent Agreement dated as of August 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 March 1, 2024. 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 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 JMC Homes. 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). See “THE IMPROVEMENTS.” Proceeds of the 2023 Bonds will also be deposited to a debt service reserve account for the 2023 Bonds, [[to fund capitalized interest to March 1, 2024,]] and to pay costs of issuance.

**Security and Source of Payment of the Bonds.** As security for the payment of the 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 Amended Rate,

Method of Apportionment, and Manner of Collection of Special Tax for the District (the “**Rate and Method**”). The Rate and Method is set forth in its entirety in APPENDIX A hereto. 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 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, Prior Bonds and any Additional 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.”

**Additional Parity Bonds.** The maximum authorized indebtedness for the District is \$310,000,000. The City has previously issued the following series of special tax bonds pursuant to this authorization:

- \$12,540,000 City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2019 (the “**2019 Bonds**”);
- \$9,835,000 City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2020 (the “**2020 Bonds**”);
- \$10,375,000 City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2021 (the “**2021 Bonds**”); and
- \$3,405,000 City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2022 (the “**2022 Bonds**”).

Collectively, the 2019 Bonds, 2020 Bonds, 2021 Bonds and 2022 Bonds are referred to as the “**Prior Bonds**.” The 2023 Bonds represent the fifth series of special tax bonds issued under the authorization, and additional series of parity bonds are expected in the future to finance additional infrastructure improvements needed by JMC Homes for the development of the project as additional property is annexed into the District. 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.” Any special tax bonds issued for the District in the future that are secured on parity with the 2023 Bonds and Prior Bonds (herein, “**Additional Bonds**” and collectively with the 2023 Bonds and Prior

Bonds, the “**Bonds**”) are required to meet certain conditions of issuance as set forth in the Fiscal Agent Agreement, and no bonds having a lien senior to the lien of the Bonds are allowed. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Parity Bonds.”

The principal amount of the 2023 Bonds has been sized based on the Special Taxes that can be generated from the 135 residential lots annexed into the District in 2023 (although all of the Special Taxes levied in the District are pledged to the 2023 Bonds, Prior Bonds and any Additional Bonds, on a parity basis). Additional Bonds are expected to be issued in multiple series for the purpose of financing the improvements as additional property in the future annexation area is annexed into the District, resulting in the currently projected total aggregate principal amount of 2023 Bonds, Prior Bonds and additional bonds of approximately \$110,000,000. This approximate principal amount does not take into account refunding bonds and bonds issued to pay for the Development Impact Fee Deferral (described below) for property in the District. 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.

***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 JMC Homes and merchant builders will be deferred (referred to as the “Development Impact Fee Deferral” in the Rate and Method) to allow payment of the deferred fees after the 2019 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 2019 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.

***2023 Reserve Account of the Reserve Fund.*** In connection with the issuance of the 2019 Bonds, a Reserve Fund (the “**Reserve Fund**”) was established under the Fiscal Agent Agreement, and within the Reserve Fund separate accounts are established for each series of Bonds. Accordingly, a reserve account for the 2023 Bonds will be established within the Reserve Fund (the “**2023 Reserve Account**”). Amounts in each Reserve Account are available solely for the payment of debt service on the related series of Bonds. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Reserve Fund.” If there are additional delinquencies after depletion of funds in any Reserve Account, the City is not obligated to supplement the Reserve Accounts.

***Appraised Value of Property.*** Property in the District is security for the Special Tax which secures the Bonds. The City authorized the preparation of an appraisal with a date of value of June 1, 2023 for the 723 lots currently within the District without an improved assessed value, which sets forth an aggregate not-less-than appraised value of \$211,423,000 as of such date. The appraiser combined that amount with the assessed value of the 482 then existing homes with an improved assessed value in the District to arrive at an estimated total value of taxable property in the District (1,205 total properties) of \$467,685,052. The valuation accounts for the impact of the lien of the Special Tax and assumes certain proceeds from the 2023 Bonds (but not any Additional Bonds that may be issued in the future) are available to reimburse for certain completed infrastructure improvements and fund ongoing improvements, and adds the estimated bond amount to the value of property. See “THE IMPROVEMENTS.” 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 the assumption of completion of the Improvements and the availability of certain of the proceeds of the 2023 Bonds to reimburse for completed Improvements. See “VALUE OF PROPERTY WITHIN THE DISTRICT – The Appraisal” and APPENDIX B.

The \$467,685,052 estimated value of property in the District as shown in the appraisal is \_\_\_\_\_\* times the \$ \_\_\_\_\_\* aggregate principal amount of the direct and overlapping bonded debt in the District (including the 2023 Bonds). This is an average, and individual parcels may vary widely from the average. See “VALUE OF PROPERTY WITHIN THE DISTRICT – Value to Special Tax Burden Ratios.”

The appraised value of the appraised parcels in the District was computed as of June 1, 2023. Development of land in the District and home building by JMC Homes, FD-24 LLC (an affiliate of JMC Homes) and Richmond American Homes is underway. As of June 1, 2023, JMC Homes had sold and closed 696 homes to individuals and Richmond American Homes had sold and closed 6 homes to individuals. See “THE DISTRICT – Development in the District” and “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT.”

**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 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 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.*

---

\* Preliminary; subject to change.

## **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                                            | <hr/> \$ |

Estimated Uses of Funds:

|                                                                    |          |
|--------------------------------------------------------------------|----------|
| Deposit to Improvement Fund                                        | \$       |
| Deposit to 2023 Reserve Account of the Reserve Fund <sup>(1)</sup> |          |
| Costs of Issuance <sup>(2)</sup>                                   |          |
| Total                                                              | <hr/> \$ |

(1) Equal to the Reserve Requirement for the 2023 Bonds.

(2) 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

The 2023 Bonds are issued pursuant to the Fiscal Agent Agreement, the Resolution of Issuance and the Act.

On March 21, 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 May 2, 2018, 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 \$310,000,000. On the same day, an election was held within the District in which the qualified elector in the District, JMC Homes, approved the proposed bonded indebtedness and the levy of the Special Tax. Change proceedings were undertaken in the District in January 2019 to amend the Rate and Method, which proceedings were approved by JMC Homes, as the qualified elector in the District. See "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT" below and APPENDIX A.

The principal amount of the 2023 Bonds has been sized based on the Special Taxes that can be generated from the 135 residential units annexed into the District in 2023 (although all of the Special Taxes levied in the District are pledged to the 2023 Bonds, Prior Bonds and any Additional Bonds, on a parity basis). Additional Bonds are expected to be issued for Improvements as additional property in the future annexation area is annexed into the District. For the purpose of financing the Improvements, Bonds are expected to be issued in an aggregate principal amount of approximately \$110,000,000, including the 2023 Bonds, Prior Bonds and future Additional Bonds. This approximate principal amount does not take into account refunding bonds and bonds issued to pay for the Development Impact Fee Deferral for property in the District. 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.

### 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 March 1, 2024. 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 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 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> |
|------------------------------------------------------------|-------------------------|
| September 1, 20__ through and including March 1, 20__      | 103%                    |
| September 1, 20__ and March 1, 20__                        | 102                     |
| September 1, 20__ and March 1, 20__                        | 101                     |
| September 1, 20__ and any Interest Payment Date thereafter | 100                     |

**Mandatory Sinking Fund Redemption.** The Term 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<br>Redemption Date<br>(Sept. 1) | Sinking Fund<br>Payment |
|-------------------------------------------|-------------------------|

(maturity)

\* Preliminary, subject to change.

**Term 2023 Bonds Maturing September 1, 20\_\_**

|                                           |                         |
|-------------------------------------------|-------------------------|
| Mandatory<br>Redemption Date<br>(Sept. 1) | Sinking Fund<br>Payment |
|-------------------------------------------|-------------------------|

(maturity)

The amounts in the foregoing tables will be reduced pro rata, at the direction of the City in an Officer's Certificate, as a result of any prior partial optional redemption or mandatory redemption of the 2023 Bonds. In the event of a Prepayment, the City shall determine the allocation of prepayment proceeds among the 2023 Bonds, Prior Bonds and Additional Bonds (if any).

***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 designated corporate trust 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 designated corporate trust 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 that results in relatively uniform debt service. 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 Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 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, Prior 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 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 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 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. 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 District may levy in any year, and from which principal and interest on the Bonds is to be paid, is strictly limited by the maximum rates approved by the qualified electors within the District, which is set forth in the Rate and Method. Under the Rate and Method, Special Taxes for the purpose of making payments on the Bonds will be levied annually in an amount not in excess of the maximum approved amount. The Special Taxes and any interest earned on the Special Taxes constitute a trust fund for the principal of and interest on the Bonds pursuant to the Fiscal Agent Agreement and, so long as the principal of and interest on these obligations remains unpaid, the Special Taxes and investment earnings thereon will not be used for any other purpose, except as permitted by the Fiscal Agent Agreement, and will be held in trust for the benefit of the owners thereof and will be applied pursuant to the Fiscal Agent Agreement. The Rate and Method apportions the Annual Facilities Costs (as defined in the Rate and Method and described below) among the taxable parcels of real property within the District according to the rate

and methodology set forth in the Rate and Method. See “Special Tax Methodology” below. See also “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.”

The City may levy the Special Tax up to the amount of the Maximum Annual Facilities Special Tax set forth in the Rate and Method, if conditions so require. The City has covenanted to annually levy the Special Taxes in an amount at least sufficient to pay the Annual Facilities Costs (as defined below). Because each Special Tax levy is limited to the Maximum Annual Facilities Special Tax rates authorized as set forth in the Rate and Method, no assurance can be given that, in the event of Special Tax delinquencies, the amount of the Annual Facilities Costs will in fact be collected in any given year. In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. See “SPECIAL RISK FACTORS – Tax Delinquencies” herein. The Special Taxes are collected for the City by the County in the same manner and at the same time as *ad valorem* property taxes.

### **Special Tax Methodology**

Pursuant to the Rate and Method, a “Facilities Special Tax” will be levied and collected until the earlier of (i) the Transition Year 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.*

**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.*** The Rate and Method refers to five “original parcels,” corresponding to five separate development areas within the District, and additional parcels that are annexed into the District over time. Each fiscal year, 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.

***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 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 which financed or refinanced 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) of 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.

For the 621 low-density-residential (LDR) units in the District, the Maximum Annual Facilities Special Tax for Fiscal Year 2022-23 equals \$1,948.38 per unit, while for the 449 planned medium-density-residential (MDR) units in the current boundary of the District, the Maximum Annual Facilities Special Tax for Fiscal Year 2022-23 equals \$1,731.89 per unit. However, these amounts are subject to adjustment based upon the actual number of units built (in the event that less homes are built than are expected in the Rate and Method). The Maximum Annual Facilities Special Tax (as defined in the Rate and Method) shall escalate by 2% per year until the Transition Event, and thereafter shall 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 3” in such Appendix. **[Willdan to Update]**

**Annual Special Tax Levy.** The Special Tax will be levied each year by calculating the amount needed to be generated by all Taxable Parcels in the District; the Special Tax (up to the maximum allowable amount) will be levied against each Taxable Parcel until the Special Tax revenue equals such amount; however, the Rate and Method establishes a priority for which properties will be levied a Special Tax. First, all “Developed Parcels” (per the Rate and Method, “Developed Parcels” are parcels with a small lot final map) in the District receive a levy of up to the Maximum Annual Facilities Special Tax rate. 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 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 “THE IMPROVEMENTS” and “APPRAISAL 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 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 2023 Bonds benefit from the 2023 Reserve Account within the Reserve Fund established pursuant to the Fiscal Agent Agreement; however, if delinquencies in the payment of the Special Taxes with respect to the 2023 Bonds are significant enough to completely deplete the 2023 Reserve Account within the Reserve Fund, there could be a default or a delay in payments of principal and interest to the owners of the 2023 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 2023 Bonds, Prior Bonds and any Additional Bonds, and to replenish the reserve accounts established for each respective series of Bonds in 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 “APPRAISAL 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**

A Reserve Fund has been established under the Fiscal Agent Agreement, and within the Reserve Fund, separate accounts are being established for each series of Bonds. Accordingly, a 2023 Reserve Account is being established for the 2023 Bonds. Amounts in the reserve accounts for the 2019 Bonds, 2020, Bonds and 2021 Bonds and 2022 Bonds are available solely for the payment of debt service on those respective series of Bonds, and amounts in the 2023 Reserve Account are available solely for the payment of debt service on 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.

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 each series of Bonds shall not increase after the date of issuance of the respective series;

(b) in no event shall the City be obligated to deposit an amount in any reserve subaccount 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 are 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 Standard & Poor's Financial Services LLC or Moody's Investors Service, Inc. at the time of issuance; (b) such letter of credit or surety bond has a term of at least 12 months; (c) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement being met by such instrument or with respect to which funds are proposed to be released pursuant to the Fiscal Agent Agreement; and (d) the Fiscal Agent is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments required pursuant to the Fiscal Agent Agreement.

Whenever, on the Business Day prior to any Interest Payment Date, the amount in any reserve account within the Reserve Fund exceeds the Reserve Requirement for the applicable series of Bonds covered by such reserve account, the Fiscal Agent shall provide written notice to the Chief Financial Officer of the amount of the excess. The Chief Financial Officer shall advise the Fiscal Agent in writing of the amount, if any, of any transfer required pursuant to the Fiscal Agent Agreement, and otherwise direct the Fiscal Agent to transfer an amount equal to the excess to the Improvement Fund, if the Project has not been completed as of the date of such transfer, or if the Project has been completed, to the Bond Fund to be used for the payment of the principal of and interest on the Outstanding Bonds covered by the applicable reserve account in accordance with the Fiscal Agent Agreement; provided, that to the extent that such excess results from the prepayment of Special Taxes and redemption of Bonds, such amount shall be transferred to the Prepayment Account and applied to the corresponding redemption of Bonds.

Whenever the balance in the 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 (and within the Improvement Fund, accounts corresponding to respective series of Bonds), 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 JMC Homes 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."

## Parity Bonds

The Resolution of Formation authorizes the issuance of up to \$310,000,000 of special tax bonds for the District. In 2019, the City issued \$12,540,000 initial principal amount of 2019 Bonds, in 2020, the City issued \$9,835,000 initial principal amount of 2020 Bonds, in 2021, the City issued \$10,375,000 initial principal amount of 2021 Bonds and in 2022, the City issued \$3,405,000 initial principal amount of 2022 Bonds. The 2023 Bonds represent the fifth series of special tax bonds issued under the authorization. The City expects that it will, by a Supplemental Agreement, authorize the issuance of one or more additional series of Additional Bonds payable from Special Taxes and secured by the Special Tax Revenues on a parity with the Bonds, as additional property is annexed in the District and/or through the issuance of bond to finance the Development Impact Fee Deferral, and, to the extent Bonds remain outstanding, 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 aggregate 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, 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 maximum annual debt service on the Other Mello-Roos Bonds occurs), 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 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.

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 refunding Bonds in each Bond Year is less than debt service on the Bonds refunded.

Nothing in the Fiscal Agent Agreement shall be interpreted to prohibit issuance of bonds or Additional Bonds secured on a subordinate basis to the Bonds.

In connection with the approval of development in the District, the City has agreed that payment of certain impact fees owed by JMC Homes and other builders will be deferred (referred to as the “Development Impact Fee Deferral” in the Rate and Method) to allow payment of the deferred fees after the 2019 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 2019 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 SCHEDULES

The Bonds have been sized so that there is at least 110% annual debt service coverage from Special Tax Revenues if levied at the Maximum Annual Facilities Special Tax rate. The annual debt service on the 2023 Bonds, based on the interest rates and maturity schedule set forth on the cover of this Official Statement, together with the annual debt service on the Prior Bonds, in each case, assuming no early redemptions, is set forth below.

**City of Roseville**  
**Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)**  
**Parity Debt Service**  
**(Prior Bonds and 2023 Bonds)**

| <b>Year<br/>Ending<br/>(Sept. 1)</b> | <b><u>Prior Bonds<br/>Debt Service</u></b> | <b><u>2023 Bonds<br/>Principal</u></b> | <b><u>2023 Bonds<br/>Interest</u></b> | <b><u>2023 Bonds<br/>Debt Service</u></b> | <b><u>Total Parity<br/>Debt Service</u></b> |
|--------------------------------------|--------------------------------------------|----------------------------------------|---------------------------------------|-------------------------------------------|---------------------------------------------|
| 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                                 |                                            |                                        |                                       |                                           |                                             |
| <b>Totals</b>                        | <hr/>                                      |                                        |                                       |                                           |                                             |

*Source: Fiscal Agent for Prior Bonds; Underwriter for 2023 Bonds.*

## THE SIERRA VISTA SPECIFIC PLAN

The Sierra Vista Specific Plan (“**SVSP**”) is the primary land use, policy and regulatory document used to guide development 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 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. At the time of adoption the SVSP area was statistically projected to house approximately 22,045 residents and in excess of 9,000 employees. The SVSP includes a total of 8,679 dwelling units on approximately 2,064 gross acres, with many homes currently completed and occupied. Originally designated land uses included 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

**General.** The District currently encompasses 1,205 single-family residential lots, comprising a mix of completed homes, homes under construction and lots under development. JMC Homes originally owned all of the land in the District and Future Annexation Area and is the developer and homebuilder of all of the lots currently in the District other than (1) 143 lots comprising Village FD-10, which were sold to Richmond American Homes in late 2021 and early 2022 as finished lots and (2) 135 lots comprising Village FD-24, which were transferred to FD-24, LLC, a California limited liability company (“**FD-24 LLC**”), an affiliate of JMC Homes, as unimproved lots. As of June 1, 2023, JMC Homes had sold and closed 696 homes to individuals and Richmond American Homes had sold and closed 6 homes to individuals.

The land currently in the District constitutes a portion of a larger development project being undertaken in the City by JMC Homes. Additional land is expected to annex into the District from the Future Annexation Area. The boundary of the District as originally formed comprised land planned for 395 homes. Acreage designated for an additional 810 residential units was annexed from the Future Annexation Area into the District in 2020 (283 lots), 2021 (297 lots), 2022 (95 lots) and 2023 (135 lots). The boundary of the District is expected to expand to include an approximate total of 2,383 lots subject to a Special Tax; the remaining 1,178 planned taxable lots in the Future Annexation Area are owned by MILLC, an investment affiliate of JMC Homes, and/or JMC Homes, and are expected to be annexed into the District and developed into an additional 1,178 single family residential units over the next few years and subject to the Special Tax, as market conditions warrant.

The District is located in the SVSP area, which is in the northwest portion of the City. The District is divided between the Center Joint Unified School District (K-8 & High School) and the Roseville City School District (K-8) / Roseville Joint Union High School District (High School). The land owned by JMC Homes and its affiliates in the SVSP area is generally level topography, currently with large open annual grassland areas. The SVSP has targeted a majority of the creek corridors, and a portion of the seasonal wetlands, for preservation in permanent open space. High-voltage power lines run adjacent to certain land in the District. See “THE SIERRA VISTA SPECIFIC PLAN” above.

**Map.** A map of the area in which the District is located appears on the next page, followed by a map showing the initial boundary of the District and the original areas in the Future Annexation Area, and following that is a map showing the original District boundary and annexations to date.

[Reserved for location area map]

[Reserved for boundary map]

[Reserved for annexation map]

## Entitlements and Planned Development

*JMC Homes and Richmond American 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 owner if the parcels are sold, although development by any subsequent owner will be subject to the SVSP, the Development Agreements 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.** As noted above, development within the current District boundary is anticipated to be consistent with the SVSP land uses, which primarily consist of low-density and medium-density residential neighborhoods. Permitted land uses are configured to reinforce the neighborhood identity and sense of community. See “THE SIERRA VISTA SPECIFIC PLAN” above.

MILLC and JMC Homes originally owned all of the approximately 693 acres comprising the overall project, which is approved for development in the SVSP for 2,839 residential units and 20.3 acres of non-residential (retail/office) uses. Property currently in the District and subject to the Special Tax comprises approximately 195 acres planned for 1,205 residential homes. This includes the 73 acres originally planned for 395 residential homes within the original boundary of the District, 42 acres annexed into the District in 2020 planned for 283 residential units, 49 acres annexed into the District in 2021 planned for 297 residential units, 14.5 acres annexed into the District in 2022 planned for 95 residential units, and 16.4 acres annexed in the District in 2023 planned for 135 residential units. The District includes a future annexation area, currently owned by MILLC or JMC Homes, planned for 1,178 residential lots which would be subject to a Special Tax if and when annexed.

**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 land received full land use approval in 2010, including, but not limited to, approval of Specific Plan Zoning and Development Agreements, and subsequently received a Section 404 (wetlands) permit, California Water Board Section 401 Certification, and U.S. Fish and Wildlife Service Biological Opinion.

**Phase 1 (Original District).** With respect to the 395 lots that were part of the initial District boundary, site development for these 395 lots commenced in May 2018 and all of the improvements have been accepted by the City. Phase 1 is currently near build out.

**Phase 2 (2020 Annexation).** With respect to the 283 lots that annexed into the District in 2020, site development commenced in May 2020 and all the improvements have now been accepted by the City. Phase 2 is currently near build out.

**Phase 3 (2021 Annexation).** With respect to the 297 lots that annexed into the District in 2021, site development commenced in May 2021 and all the improvements have been accepted by the City. Phase 3 currently includes many completed homes and is near build out.

**Phase 4 (2022 Annexation).** With respect to the 95 lots that annexed into the District in 2022, site development commenced in May 2022 and all the improvements have been accepted by the City.

**Phase 5 (2023 Annexation).** With respect to the 135 lots that annexed into the District in 2023, site development commenced in May 2022 with acceptance by the City expected in July 2023. The two small lot final maps were recorded on June 30, 2022.

**Future Phases.** Property in the remaining Future Annexation Area encompasses land planned for development into an additional 1,178 residential units subject to a Special Tax when annexed; these parcels are not currently in the District and are therefore not currently subject to the Special Tax securing the Bonds. JMC Homes anticipates annexing additional lots into the District every few years as market conditions warrant, however, the timing of each annexation and number of lots in each annexation may vary based on market conditions. Much of the infrastructure required in the District has been installed by other developers and will benefit the future phases. Further, the City and JMC Homes could choose to create new community facilities districts or separate improvement areas for land within the Future Annexation Area.

**Development Agreements.** MILLC entered into Development Agreements, dated June 18, 2010 (“**Development Agreements**”) with the City in accordance with applicable state and local codes. The Development Agreements 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 Sierra Vista Specific Plan area. All of the property in the District is subject to the requirements of the Development Agreements as well as the SVSP. The Development Agreements were 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.

Development Agreements are the primary implementation tools for the SVSP and are intended to create a binding contract between the City and MILLC 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 MILLC, 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 Agreements have a 30-year term, run with the property, and may be modified only by mutual consent of the City and landowner and in a manner consistent with the SVSP. With the Development Agreements in place, subject to compliance with the terms of the Development Agreements, 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 Agreements 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 Agreements set forth the responsibility of MILLC and its successors (including JMC Homes and FD-24 LLC) for a portion of the costs of certain public improvements required for its development within the SVSP, including an electric substation. The

dedication of the electric substation site occurred on May 26, 2017, and JMC Homes has satisfied its obligations with respect to it. JMC Homes does not believe any of these improvements – including completion of the electric substation by the City – will impair its ability to timely obtain building permits.

Funding of the Improvements with the 2023 Bonds and Additional Bonds proceeds will satisfy a portion, but not all, of the relevant obligations of the District for infrastructure improvements required by the Development Agreements. See Table 6 herein for a sources and uses table. The improvements not funded from the 2023 Bonds and Additional Bonds or Special Taxes are required to be funded by FD-24 LLC or its successor(s). See “THE IMPROVEMENTS” below.

**No Affordable Units.** There are no affordable unit requirements for the land in the current District boundary.

## **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 project area (including land in the District) are 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 landowner. No additional environmental permits are required to be obtained.

**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.

**Wildfire Hazards.** Land in the District is not located in a High or Very High Fire Hazard Severity Zone (FHSZ), as defined by CAL FIRE.

## **Current and Proposed Development**

**Overview.** As noted above, development within the current District boundary has so far been, and is anticipated by JMC Homes to continue to be, consistent with the SVSP land uses, which primarily consist of low-density residential neighborhoods. Permitted land uses are configured to reinforce the neighborhood identity and sense of community. See “THE SIERRA VISTA SPECIFIC PLAN” above.

The land currently encompasses 1,205 single-family residential lots, comprising a mix of completed homes, homes under construction and lots under development. JMC Homes originally owned all of the land in the District and Future Annexation Area and is the developer and homebuilder of all of the lots currently in the District other than 143 lots comprising Village FD-10 sold to Richmond American Homes in late 2021 and early 2022 as finished lots and the 135 lots comprising FD-24 transferred to FD-24 LLC in early 2022 as unimproved lots. JMC Homes has been actively constructing and selling homes to individual homebuyers and Richmond American Homes recently commenced construction of its models and first phase of production homes. As of

June 1, 2023, JMC Homes had sold and closed 696 homes to individuals and Richmond American Homes had sold and closed 6 homes to individuals.

**Subdivision Maps.** The current mapping configuration of parcels in the District, together with final map status, is set forth in the following table.

**Tentative Map and Final Map Status for Taxable Residential Parcels in the District  
As of June 1, 2023**

| <b>Large-Lot Parcel</b> | <b>Village</b> | <b>Land Use</b>   | <b>Planned Units</b> | <b>Tentative Map Approval Date</b> | <b>Small Lot Final Map Record Date</b> |
|-------------------------|----------------|-------------------|----------------------|------------------------------------|----------------------------------------|
| <u><b>Phase 1</b></u>   |                |                   |                      |                                    |                                        |
| JM-2A                   | Monument       | LDR (Residential) | 92                   | 12/12/2013                         | 12/27/2018                             |
| JM-3A                   | Pinnacle       | LDR (Residential) | 83                   | 12/12/2013                         | 12/27/2018                             |
| JM-4A/4B                | Sentinel       | LDR (Residential) | 132                  | 12/12/2013                         | 8/23/2019                              |
| JM-20A                  | Palisade       | MDR (Residential) | 88                   | 12/12/2013                         | 12/27/2018                             |
|                         |                | <b>Sub-Total</b>  | <b>395</b>           |                                    |                                        |
| <u><b>Phase 2</b></u>   |                |                   |                      |                                    |                                        |
| JM-2B                   | Monument       | LDR (Residential) | 95                   | 1/9/2019                           | 5/4/2020                               |
| JM-3B                   | Pinnacle       | LDR (Residential) | 44                   | 1/9/2019                           | 5/4/2020                               |
| JM-20B                  | Palisade       | MDR (Residential) | 75                   | 1/9/2019                           | 5/4/2020                               |
| JM-20 Phase 3.1A        | Palisade       | MDR (Residential) | 69                   | 1/9/2019                           | 7/14/2020                              |
|                         |                | <b>Sub-Total</b>  | <b>283</b>           |                                    |                                        |
| <u><b>Phase 3</b></u>   |                |                   |                      |                                    |                                        |
| JM-20 Phase 3.1B        | Palisade       | MDR (Residential) | 39                   | 1/9/2020                           | 7/20/2021                              |
| JM-21                   | Excelsior      | LDR (Residential) | 80                   | 1/9/2020                           | 7/1/2021                               |
| JM-40                   | Palisade       | MDR (Residential) | 35                   | 12/10/2020                         | 7/1/2021                               |
| FD-10*                  | Seasons        | MDR (Residential) | 143                  | 2/25/2021                          | 8/20/2021                              |
|                         |                | <b>Sub-Total</b>  | <b>297</b>           |                                    |                                        |
| <u><b>Phase 4</b></u>   |                |                   |                      |                                    |                                        |
| FD-6                    | TBD            | LDR (Residential) | 95                   | 1/9/2020                           | 6/29/2022                              |
|                         |                | <b>Sub-Total</b>  | <b>95</b>            |                                    |                                        |
| <u><b>Phase 5</b></u>   |                |                   |                      |                                    |                                        |
| FD-24**                 | TBD            | MDR (Residential) | 135                  | 1/9/2020                           | 6/30/2022                              |
|                         |                | <b>Sub-Total</b>  | <b>135</b>           |                                    |                                        |
|                         |                | <b>Total</b>      | <b>1205</b>          |                                    |                                        |

\* FD-10 was sold by JMC Homes to Richmond American Homes.

\*\* FD-24 was transferred by MILLC to its affiliate, FD-24, LLC.

Source: JMC Homes.



**Future Annexation Area Not in District as of June 1, 2023  
Owned by MILLC or JMC Homes**

| <b>Village (Parcel)</b> | <b>Land Use</b> | <b>Acres</b>  | <b>Planned Units <sup>(1)</sup></b> |
|-------------------------|-----------------|---------------|-------------------------------------|
| JM-1                    | MDR             | 17.00         | 134                                 |
| JM-30                   | HDR             | 7.51          | 176                                 |
| JM-41                   | CC              | 13.90         | --                                  |
| FD-7                    | LDR             | 8.34          | 58                                  |
| FD-8A                   | LDR             | 16.51         | 75                                  |
| FD-8B                   | LDR             | 18.91         | 81                                  |
| FD-21                   | MDR             | 24.44         | 187                                 |
| FD-23                   | MDR             | 17.66         | 127                                 |
| FD-32A                  | HDR             | 3.81          | 78                                  |
| FD-32B                  | HDR             | 4.23          | 116                                 |
| FD-33 (1/2 owner)       | HDR             | 4.30          | 86                                  |
| CO-1                    | LDR             | 16.30         | 87                                  |
| CO-2                    | LDR             | 8.77          | 43                                  |
| CO-3                    | LDR             | 15.66         | 67                                  |
| CO-20                   | MDR             | 12.71         | 94                                  |
| CO-21                   | MDR             | 25.39         | 193                                 |
| CO-22                   | LDR             | 4.81          | 32                                  |
| CO-41                   | CC              | 0.16          | --                                  |
| <b>Total</b>            |                 | <b>220.41</b> | <b>1,178</b>                        |

(1) Includes 456 HDR units which under the Rate and Method would not be subject to the Special Tax.

Source: JMC Homes.

***In-Tract Improvements.*** In addition to the Improvements described below, subdivision in-tract improvements have been underway at the project since 2018. With respect to the 1,070 units planned for phases 1 through 4, in-tract improvements are complete and accepted by the City. With respect to the 135 units planned for phase 5, in-tract improvements began in May 2022 and are expected to be accepted by the City in July 2023.

***Backbone Infrastructure.*** With respect to the 1,205 units planned for phases 1 through 5, JMC Homes completed all basic (sometimes referred to as “backbone”) infrastructure required for development of all of the phases in the District and have been accepted by the City.

Upon completion of various components of such infrastructure, JMC Homes and FD-24 LLC are 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.

JMC Homes and FD-24 LLC are responsible for the cost of construction of the infrastructure improvements and other costs required for the District and the Future Annexation Area. Proceeds of the Bonds and any additional bonds will provide a portion of the cost of improvements and the remainder will be contributed by JMC Homes and FD-24 LLC. See “THE IMPROVEMENTS – Estimated Cost of the Improvements.” Bonds for the District are expected to be issued on a parity with the 2023 Bonds and Prior Bonds in multiple series as development progresses and annexation of land into the District occurs. The pace of home construction in the District will be determined by JMC Homes, largely by market conditions and demand for homes.

**Utilities.** All typical urban utility services for finished lots are available at the lots or will be extended to the lots within the District. 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.

**Development and Building Permits by Phase.** The following tables show the development status, proposed product mix and estimated base sales prices for the 1,205 homes proposed for the various villages currently in the District. As shown in Tables 1 and 2 below, the Phase 1, Phase 2, Phase 3, Phase 4 and Phase 5 parcels are all currently located within the boundary of the District and subject to the Special Tax securing the Bonds; territory remaining in the Future Annexation Area is anticipated to annex to the District in the future.

JMC Homes originally owned all of the land in the District and the Future Annexation Area, and is the developer and homebuilder of all of the lots currently in the District other than 143 lots sold to Richmond American Homes as finished lots and the 135 lots transferred to FD-24 LLC as unimproved lots. JMC Homes has been actively constructing and selling homes to individual homebuyers and Richmond American Homes recently commenced construction of its models and first phase of production homes. As of June 1, 2023, JMC Homes had sold and closed 696 homes to individuals and Richmond American Homes had sold and closed 6 homes to individuals. Construction status as of June 1, 2023 is summarized as follows:

**Table 1**  
**City of Roseville**  
**Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)**  
**Construction and Closing Summary – JMC Homes Only (Excludes FD-10) <sup>(1)</sup>**  
**As of June 1, 2023**

| Description                               | Number of Lots | Number of Building Permits Issued | Lots Not Yet Finished | Finished Lots | Model Homes | Released Units Not Sold | Sold Backlog | Sold & Closed |
|-------------------------------------------|----------------|-----------------------------------|-----------------------|---------------|-------------|-------------------------|--------------|---------------|
| <b>Ph 1 (Initial Boundary) – 2019</b>     |                |                                   |                       |               |             |                         |              |               |
| JM-20 Phase 1                             | 88             | 83                                | 0                     | 5             | 4           | 0                       | 0            | 79            |
| JM-2 Phase 1                              | 92             | 92                                | 0                     | 0             | 0           | 0                       | 0            | 92            |
| JM-3 Phase 1                              | 83             | 83                                | 0                     | 0             | 0           | 1                       | 0            | 82            |
| JM-4 Phase 1                              | 92             | 89                                | 0                     | 3             | 3           | 0                       | 0            | 86            |
| JM-4 Phase 2                              | <u>40</u>      | <u>40</u>                         | <u>0</u>              | <u>0</u>      | <u>0</u>    | <u>0</u>                | <u>0</u>     | <u>40</u>     |
| <b>Sub-Total</b>                          | <b>395</b>     | <b>387</b>                        | <b>0</b>              | <b>8</b>      | <b>7</b>    | <b>1</b>                | <b>0</b>     | <b>379</b>    |
| <b>Ph 2 (First Annexation) – 2020</b>     |                |                                   |                       |               |             |                         |              |               |
| JM-2 Phase 2                              | 95             | 95                                | 0                     | 0             | 0           | 0                       | 0            | 95            |
| JM-3 Phase 2                              | 44             | 44                                | 0                     | 0             | 0           | 0                       | 0            | 44            |
| JM-20 Phase 2                             | 75             | 75                                | 0                     | 0             | 0           | 1                       | 9            | 65            |
| JM-20 Phase 3.1A                          | <u>69</u>      | <u>69</u>                         | <u>0</u>              | <u>0</u>      | <u>0</u>    | <u>0</u>                | <u>0</u>     | <u>69</u>     |
| <b>Sub-Total</b>                          | <b>283</b>     | <b>283</b>                        | <b>0</b>              | <b>0</b>      | <b>0</b>    | <b>1</b>                | <b>9</b>     | <b>273</b>    |
| <b>Phase 3 (Second Annexation) – 2021</b> |                |                                   |                       |               |             |                         |              |               |
| JM-20 Phase 3.1B                          | 39             | 39                                | 0                     | 0             | 0           | 0                       | 6            | 33            |
| JM-21                                     | 80             | 29                                | 0                     | 51            | 3           | 10                      | 5            | 11            |
| JM-40                                     | <u>35</u>      | <u>28</u>                         | <u>0</u>              | <u>7</u>      | <u>0</u>    | <u>15</u>               | <u>13</u>    | <u>0</u>      |
| <b>Sub-Total</b>                          | <b>154</b>     | <b>96</b>                         | <b>0</b>              | <b>58</b>     | <b>3</b>    | <b>25</b>               | <b>24</b>    | <b>44</b>     |
| <b>Phase 4 (Third Annexation) – 2022</b>  |                |                                   |                       |               |             |                         |              |               |
| FD-6                                      | 95             | 0                                 | 0                     | 95            | 0           | 0                       | 0            | 0             |
| <b>Sub-Total</b>                          | <b>95</b>      | <b>0</b>                          | <b>0</b>              | <b>95</b>     | <b>0</b>    | <b>0</b>                | <b>0</b>     | <b>0</b>      |
| <b>Phase 5 (Fourth Annexation) – 2023</b> |                |                                   |                       |               |             |                         |              |               |
| FD-24 <sup>(2)</sup>                      | 135            | 0                                 | 0                     | 135           | 0           | 0                       | 0            | 0             |
| <b>Sub-Total</b>                          | <b>135</b>     | <b>0</b>                          | <b>0</b>              | <b>135</b>    | <b>0</b>    | <b>0</b>                | <b>0</b>     | <b>0</b>      |
| <b>Total</b>                              | <b>1,062</b>   | <b>766</b>                        | <b>0</b>              | <b>296</b>    | <b>10</b>   | <b>27</b>               | <b>33</b>    | <b>696</b>    |

(1) FD-10 (143 lots) was sold by JMC Homes to Richmond American Homes in December 2021 and March 2022. The status of development of these lots is described elsewhere herein. See "Home Construction Status – FD-10/Richmond American Homes" below.

(2) FD-24 (135 lots) was transferred by MILLC to FD-24 LLC as unimproved lots and have no vertical home construction. Finished lots are based on building permit availability.

**Model Homes and Production – JMC Homes and FD-24 LLC.** As of June 1, 2023 (the date of value of the Appraisal), JMC Homes had 10 model homes built and open to the public. The model homes are located in JM-4, JM-20A and JM-21, within phases 1 and 3 of the development, but available to serve additional production phases. Phase 1 is near build out and sales are currently underway within phases 2 and 3 of the development. JMC Homes estimates that the last of the 297 homes planned for phases 2 and 3 of the development will be completed and sold to individual homeowners by the first quarter of 2025, and the 95 homes planned for phase 4 of the development will be completed and sold to individual homeowners by the second quarter of 2025. The 135 lots in phase 5 are expected to start construction in third or fourth quarter of 2023.

**Planned Home Sale Plans and Sizes.** The following table sets forth JMC Homes' and FD-24 LLC's current expectations with respect to floorplans, sizes and asking base prices for the 1,062 homes planned for the land currently in the District (phases 1 through 5). Base sales prices are subject to change and exclude options, upgrades, lot premiums and any incentives or price reductions being offered. There can be no assurance that sales prices of the remaining homes in

the future annexation areas will equal or exceed the sales prices for the homes in the current District boundary.

**Table 2**  
**City of Roseville**  
**Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)**  
**Sale Plans, Sizes and Asking Base Prices– JMC Homes Only (Excludes FD-10)<sup>(1)</sup>**

| INITIAL CFD BOUNDARY (395 LOTS) |             |                                 |                    |                           |       |                                      |
|---------------------------------|-------------|---------------------------------|--------------------|---------------------------|-------|--------------------------------------|
| Village                         | No. of Lots | Completed Models <sup>(2)</sup> | Project Floorplans | Floorplan Size Range (sf) |       | Estimated Base Prices <sup>(3)</sup> |
|                                 |             |                                 |                    | Low                       | High  |                                      |
| Palisade                        | 88          | 4                               | 5                  | 1,203                     | 2,184 | \$499,990 – \$559,990                |
| Monument                        | 92          | SOLD OUT                        |                    |                           |       |                                      |
| Sentinel                        | 132         | 3                               | 3                  | 1,754                     | 2,178 | \$669,990 – \$739,990                |
| Pinnacle (Gated)                | 83          | 1 lot remaining                 |                    |                           |       | \$699,990                            |
|                                 | 395         |                                 |                    |                           |       |                                      |
| 2020 ANNEXATION (283 LOTS)      |             |                                 |                    |                           |       |                                      |
| Village                         | No. of Lots | Completed Models <sup>(2)</sup> | Project Floorplans | Floorplan Size Range (sf) |       | Estimated Base Prices <sup>(3)</sup> |
|                                 |             |                                 |                    | Low                       | High  |                                      |
| Palisade                        | 144         | In Phase 1                      | 5                  | 1,203                     | 2,184 | \$499,990 – \$559,990                |
| Monument                        | 95          | SOLD OUT                        |                    |                           |       |                                      |
| Pinnacle (Gated)                | 44          | SOLD OUT                        |                    |                           |       |                                      |
|                                 | 283         |                                 |                    |                           |       |                                      |
| 2021 ANNEXATION (297 LOTS)      |             |                                 |                    |                           |       |                                      |
| Village                         | No. of Lots | Completed Models <sup>(2)</sup> | Project Floorplans | Floorplan Size Range (sf) |       | Estimated Base Prices <sup>(3)</sup> |
|                                 |             |                                 |                    | Low                       | High  |                                      |
| Palisade                        | 74          | In Phase 1                      | 5                  | 1,203                     | 2,184 | \$499,990 – \$559,990                |
| Excelsior (Gated)               | 80          | 3                               | 7                  | 2,201                     | 3,822 | \$669,990 – \$999,990                |
|                                 | 154         |                                 |                    |                           |       |                                      |
| 2022 ANNEXATION (95 LOTS)       |             |                                 |                    |                           |       |                                      |
| Village                         | No. of Lots | Completed Models <sup>(2)</sup> | Project Floorplans | Floorplan Size Range (sf) |       | Estimated Base Prices <sup>(3)</sup> |
|                                 |             |                                 |                    | Low                       | High  |                                      |
| FD-6 (Gated)                    | 95          | 3 planned                       | TBD                | TBD                       | TBD   | TBD                                  |
|                                 | 95          |                                 |                    |                           |       |                                      |
| 2023 ANNEXATION (135 LOTS)      |             |                                 |                    |                           |       |                                      |
| Village                         | No. of Lots | Completed Models <sup>(2)</sup> | Project Floorplans | Floorplan Size Range (sf) |       | Estimated Base Prices <sup>(3)</sup> |
|                                 |             |                                 |                    | Low                       | High  |                                      |
| FD-24 (Gated) <sup>(4)</sup>    | 135         | TBD                             | TBD                | TBD                       | TBD   | TBD                                  |
|                                 | 135         |                                 |                    |                           |       |                                      |

(1) FD-10 (143 lots) was sold by JMC Homes to Richmond American Homes in December 2021 and March 2022. The status of development of these lots is described elsewhere herein. See “Home Construction Status – FD-10/Richmond American Homes” below.

(2) All models for Phase 1, 2 and JM-40 and JM-20 Phase 3.1B are located in Phase 1 of the project.

(3) Estimated base sales prices are as of June 1, 2023 and subject to change. Estimated base sales prices exclude options, upgrades, lot premiums and any incentives or price reductions being offered. There can be no assurance that sales prices of the remaining homes in the future annexation areas will equal or exceed the sales prices for the homes in the current District boundary.

(4) FD-24 (135 lots) was transferred by MILLC to FD-24 LLC as unimproved lots and have no vertical home construction.

Source: JMC Homes.

**Home Construction Status – FD-10/Richmond American Homes.** Richmond American Homes plans to develop Village FD-10 with 143 single-family detached single and two-story homes in a neighborhood marketed as “Seasons at Sierra Vista.” The following table summarizes the development status for the 143 residential lots owned by Richmond American Homes as of June 1, 2023. **[to be updated by Richmond American]**

**Table 3**  
**City of Roseville**  
**Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)**  
**Richmond American Homes “Seasons at Sierra Vista” Neighborhood**  
**Development Summary as of June 1, 2023**

| <b>Village<br/>FD-10<br/>Neighborhood</b> | <b>Total No.<br/>Planned<br/>Units</b> | <b>Final<br/>Mapped<br/>Parcels</b> | <b>Units<br/>Completed<br/>and<br/>Closed</b> | <b>Units Under<br/>Construction<br/>and in<br/>Escrow</b> | <b>Units Under<br/>Construction<br/>and<br/>Unsold<sup>(1)</sup></b> | <b>Units<br/>Completed<br/>and<br/>Unsold<sup>(1)</sup></b> | <b>Finished<br/>Lots not<br/>Under<br/>Construction</b> |
|-------------------------------------------|----------------------------------------|-------------------------------------|-----------------------------------------------|-----------------------------------------------------------|----------------------------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------|
| Seasons                                   | 143                                    | 143                                 | 6                                             | <input type="checkbox"/>                                  | <input type="checkbox"/>                                             | <input type="checkbox"/>                                    | <input type="checkbox"/>                                |

(1) Includes 3 model homes which have not been released for sale and \_\_\_\_\_ available production homes.

Source: Richmond American Homes.

[[Richmond American Homes anticipates completing the models in August 2022, closing on sales of the first production homes to individual homebuyers in December 2022 and reaching buildout and closing on the final homes to individual homebuyers in March 2026.]] **[Update]**

*No assurance can be given that home construction and sales will be carried out on the schedule and according to the plans outlined herein, or that the home construction and sale plans or base prices set forth above will not change after the date of this Official Statement. Additionally, homes under contract may not result in closed escrows as sales contracts are subject to cancellation. See “SPECIAL RISK FACTORS – Concentration of Ownership” and “ – Property Values and Property Development.”*

**Transformer Supply Chain Challenges.** Electric service within the City is provided by the City’s electric utility system. The electric utility is currently experiencing a known supply chain disruption with respect to obtaining electrical transformers needed for new development, having been advised by suppliers of up to a 2-year delay for new orders. Developers in the City have been made aware of the City’s known and foreseeable delay in obtaining electric transformers needed for development, which could affect development in Villages FD-24. Orders for the transformers required for that village have been submitted and the City is quoting lead times on those orders of 10-14 months, with no guarantee that they will be delivered within that timeframe. Currently, the City is not denying building permit issuance on lots in subdivisions that do not have transformers and developers can construct homes on the lots, but are building at their own risk of not having electricity when the home is finished and ready to be sold since the City will not issue an occupancy permit without electric service. The shipments of transformers are starting to be received by the City and supply chain issues are beginning to be resolved. FD-24 LLC continues to move forward with construction as planned and is monitoring the transformer capacity needs for village FD-24 and cannot predict the outcome or impact from the delay, if any, in obtaining electric transformers on its ability to obtain building permits, construct homes, and energize and sell and convey such homes in the District.

**COVID-19 Impact.** The development within the District is subject to disruption and delays due to the COVID-19 pandemic and other related public health and governmental authorities’ orders and actions which could have a material adverse effect on FD-24 LLC, JMC Homes and Richmond

American Homes' ability to complete their proposed development within the District in the timeframe and budget, and at the sales prices, described in this Official Statement.

As of June 1, 2023, FD-24 LLC, JMC Homes and Richmond American Homes have experienced increases in certain construction costs, supply chain delays, labor shortages, and increased cycle time for home deliveries. However, FD-24 LLC, JMC Homes and Richmond American Homes have not experienced any significant development delays resulting from work stoppages, reduced attendance of workers, or the ability to obtain necessary inspections and approvals for homes, which may be attributed, directly or indirectly, to the COVID-19 pandemic.

Although the recent cost increases and construction delays are not currently having a significant impact on the overall development of homes in the District, the impacts caused by the outbreak are evolving and no prediction can be made with respect to 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 the current or any amended County or State of California orders), on FD-24 LLC, JMC Homes and Richmond American Homes' ability to sell and close homes in the District. Such effects, if and as they arise, could have a material adverse effect on the ability to develop the homes in the District as planned, and no assurance can be provided that FD-24 LLC, JMC Homes and Richmond American Homes will be able to (a) complete in whole or in any part, or within any particular time, its construction of their homes within the District; (b) avoid additional material increases in development costs or delays resulting from work stoppages, reduced attendance of workers, shortages or delays in the delivery of building materials, and/or delays in obtaining necessary inspections and approvals; or (c) sell homes, and close home sales or not experience purchase contract cancellations, due to in each case to public health or governmental restrictions, further spread of COVID-19, an economic downturn driven by the pandemic, or otherwise.

See "RISK FACTORS – Pandemic Diseases."

## **OWNERSHIP OF PROPERTY WITHIN 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.*

*JMC Homes and Richmond American Homes have provided the respective information set forth in this section entitled "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT," other than information noted to be sourced from others. 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 the property will be completed, or that it will be completed in a timely manner, as described herein. The Special Taxes are not personal obligations of JMC Homes, Richmond American Homes or of any subsequent landowners and in the event a landowner defaults in the payment of the Special Taxes, the District may proceed with judicial foreclosure but has no direct recourse to the assets of any landowner. 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.*

### **Current Property Owners in the District**

As of June 1, 2023 (the date of value of the Appraisal), JMC Homes had seven model homes built and open to the public. The model homes are located in JM-4 and JM-20A, within phase 1 of the development, but available to serve additional production phases. Sales are currently underway within phase 1, phase 2 and phase 3 of the development. JMC Homes estimates that the last of the 14 homes planned for phase 1 of the development will be completed and sold to individual homeowners by summer of 2022; the last of the 24 homes planned for phase 2 of the development are expected to be completed and sold to individual homeowners by winter of 2022; and the last of the 114 homes planned for phase 3 of the development are expected to be completed and sold to individual homeowners by summer of 2025. JMC will construct three model homes in JM-21 and expect to open to the public by summer of 2022. JM-20 Phase 3.1B and JM-40 will use the models located in JM-20A Phase 1.

FD-10 was sold to Richmond American Homes, which is constructing and selling homes in the neighborhood marketed as "Seasons at Sierra Vista."

The following table shows ownership and value-to-lien ratios for parcels in the District as of June 1, 2023 (the Appraiser's date of value).

**Table 4**  
**City of Roseville**  
**Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)**  
**Value to Lien Ratios – By Ownership and Development Status as of June 1, 2023**

| <b>Ownership / Development Status<sup>(1)</sup></b>    | <b>No. of<br/>Parcels</b> | <b>Planned<br/>Units <sup>(2)</sup></b> | <b>Composite<br/>Value <sup>(3)</sup></b> | <b>FY 2023-24<br/>Maximum<br/>Tax <sup>(4)</sup></b> | <b>Projected<br/>FY 2023-24<br/>Special Tax<br/>Levy <sup>(5) *</sup></b> | <b>Allocable<br/>Debt CFD<br/>Bonds <sup>(6)(7) *</sup></b> | <b>% of Total<br/>CFD<br/>Bonded<br/>Debt <sup>(7)</sup></b> | <b>Overlapping<br/>Debt <sup>(8)</sup></b> | <b>Total Direct &amp;<br/>Overlapping<br/>Debt *</b> | <b>Average<br/>Value to<br/>Lien<br/>Ratio*</b> |
|--------------------------------------------------------|---------------------------|-----------------------------------------|-------------------------------------------|------------------------------------------------------|---------------------------------------------------------------------------|-------------------------------------------------------------|--------------------------------------------------------------|--------------------------------------------|------------------------------------------------------|-------------------------------------------------|
| Individual Homeowners - Completed Homes <sup>(9)</sup> | 706                       | 706                                     | \$378,972,052                             | \$1,346,978                                          | \$1,211,323                                                               | \$23,832,862                                                | 59.45%                                                       | \$8,785,306                                | \$32,618,168                                         | 11.62                                           |
| <u>Richmond American Homes:</u>                        |                           |                                         |                                           |                                                      |                                                                           |                                                             |                                                              |                                            |                                                      |                                                 |
| Homes Completed                                        | 3                         | 3                                       | \$1,530,000                               | \$5,299                                              | \$4,766                                                                   | \$93,769                                                    | 0.23%                                                        | \$1,233                                    | \$95,002                                             | 16.10                                           |
| Homes Partially Completed <sup>(10)</sup>              | 7                         | 7                                       | 1,400,000                                 | 12,366                                               | 11,120                                                                    | 218,793                                                     | 0.55                                                         | 39,834                                     | 258,627                                              | 5.41                                            |
| Finished Lots                                          | 127                       | 127                                     | 18,415,000                                | 224,349                                              | 201,755                                                                   | 3,969,539                                                   | 9.90                                                         | 378,068                                    | 4,347,607                                            | 4.24                                            |
| Subtotal – Richmond American Homes                     | 137                       | 137                                     | \$21,345,000                              | \$242,014                                            | \$217,641                                                                 | \$4,282,101                                                 | 10.68%                                                       | \$419,135                                  | \$4,701,236                                          | 4.54                                            |
| <u>JMC Homes:</u>                                      |                           |                                         |                                           |                                                      |                                                                           |                                                             |                                                              |                                            |                                                      |                                                 |
| Homes Completed                                        | 22                        | 22                                      | \$12,405,000                              | \$41,293                                             | \$37,134                                                                  | \$730,614                                                   | 1.82%                                                        | \$78,947                                   | \$809,561                                            | 15.32                                           |
| Homes Partially Completed                              | 50                        | 50                                      | 10,683,000                                | 90,535                                               | 81,417                                                                    | 1,601,881                                                   | 4.00                                                         | 28,565                                     | 1,630,446                                            | 6.55                                            |
| Finished Lots                                          | 290                       | 290                                     | 44,280,000                                | 544,974                                              | 490,090                                                                   | 9,642,542                                                   | 24.05                                                        | 127,908                                    | 9,770,450                                            | 4.53                                            |
| Subtotal – JMC Homes                                   | 362                       | 362                                     | \$67,368,000                              | \$676,802                                            | \$608,641                                                                 | \$11,975,037                                                | 29.87%                                                       | \$235,420                                  | \$12,210,457                                         | 5.52                                            |
| <b>Total</b>                                           | <b>1,205</b>              | <b>1,205</b>                            | <b>\$467,685,052</b>                      | <b>\$2,265,794</b>                                   | <b>\$2,037,605</b>                                                        | <b>\$40,090,000</b>                                         | <b>100.00%</b>                                               | <b>\$9,439,861</b>                         | <b>\$49,529,861</b>                                  | <b>9.44</b>                                     |

\* Preliminary, subject to change.

(1) Ownership and Development status as of June 1, 2023 per Appraiser and JMC Homes. For the purposes of determining each parcel's development status for the District's Fiscal Year 2023-24 Special Tax levy, any parcel for which a Final Small Lot Subdivision Map was recorded prior to May 1, 2023 is considered a Developed Parcel.

(2) Planned number of residential lots per the Sierra Vista Specific Plan

(3) Composite Value represents the Appraised Values as of June 1, 2023 or the Fiscal Year 2022-23 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.

(4) Maximum Tax refers to Maximum Annual Facilities Special Tax.

(5) Special Tax and the Projected Special Tax Levy refer to Special Facilities Tax

(6) Represents the outstanding balance of the District's Prior Bonds together with the estimated par amount of the 2023 Bonds.

(7) This table allocates the CFD Bonded Debt based upon each parcel's share of the District's Fiscal Year 2023-24 Maximum Special Tax.

(8) Overlapping debt liens of the District parcels as of July 1, 2023 as summarized under the "Direct and Overlapping Tax and Assessment Debt" table in 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 District parcels in Fiscal Year 2022-23.

(9) Represents homes within the District held by individual homeowners as of June 1, 2023 per Appraiser and JMC Homes

(10) A partially completed home 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: Ownership and Development Status - JMC Homes and Integra Realty Resources, Inc.; Land Use and Number of Units - Sierra Vista Specific Plan; Appraised Value - Integra Realty Resources, Inc; Assessed Values - Placer County; Projected Special Tax Levy - Willdan Financial Services and Overlapping Debt - California Municipal Statistics, Inc, as compiled by Willdan Financial Services.



## **JMC Homes**

JMC Homes has been doing business in the greater Sacramento area as a homebuilder since 1978. It has averaged annual new homes sales volume in excess of \$110 million for the past five years and is currently ranked as the 103rd largest homebuilder by *Builder Online*. It is currently building and selling homes in Roseville, Rocklin, Folsom, Lincoln and Marysville in the Sacramento area. *JMC Homes' website address is <http://www.jmchomes.com>. The website address is given for reference and convenience only, the information on the website may be incomplete or inaccurate and has not been reviewed by the City or the Underwriter. Nothing on the website is a part of this Official Statement or incorporated into this Official Statement by reference.*

## **FD-24 LLC**

FD-24 LLC is a California limited liability company, owned and controlled by a common ownership with JMC Homes.

## **Richmond American Homes**

Richmond American Homes is Richmond American Homes of Maryland, Inc., a Maryland corporation. Richmond American Homes is a wholly-owned subsidiary of M.D.C. Holdings, Inc., a Delaware corporation (“MDC”). MDC is a publicly traded company whose common stock is listed on the New York Stock Exchange under the symbol “MDC.” Richmond American Homes and its predecessor entity have been building homes in California since 1986. The Sacramento division of Richmond American Homes is based in Roseville, California, is responsible for the development of its project in the District.

MDC has two primary operations, homebuilding, and financial services. MDC's homebuilding operations consist of wholly-owned subsidiary companies that build and sell homes under the name “Richmond American Homes.” MDC's financial services operations include subsidiary companies that provide mortgage financing, place title insurance and homeowner insurance for Richmond American Homes' homebuyers, and provide general liability insurance for MDC subsidiaries and most of Richmond American's subcontractors.

MDC is subject to the informational reporting requirements of the Exchange Act, and in accordance therewith is obligated to file reports, proxy statements, and other information, including financial statements, with the SEC. Such filings, including particularly MDC's Annual Report on Form 10-K for the fiscal year ended December 31, 2021, as filed with the SEC on February 1, 2022, and Quarterly Report on Form 10-Q for the quarter ended March 31, 2022, as filed with the SEC on April 28, 2022, set forth, among other things, certain data relative to such consolidated results of operations and financial position of MDC and its subsidiaries 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 MDC. The address of such internet web site is [www.sec.gov](http://www.sec.gov). All documents subsequently filed by MDC 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 MDC's Annual Report and related financial statements, prepared in accordance with generally accepted accounting standards, are also available from MDC on MDC's website at [www.mdcholdings.com](http://www.mdcholdings.com).

*The foregoing website addresses and references to filings with the SEC are included for reference only, and the information on such websites 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 websites. Neither Richmond American Homes nor MDC 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 websites in evaluating whether to buy, hold or sell the 2023 Bonds. The information contained on such websites may be incomplete or inaccurate and has not been reviewed by the City, the District or the Underwriter.*

## THE IMPROVEMENTS

### Eligible Facilities

The Bonds will provide a funding source to JMC Homes for moneys expended for a portion of the cost of the Improvements and for certain JMC Homes fees paid or to be paid by JMC Homes. The eligible Improvements authorized to be funded with proceeds of the Bonds include, but are not limited to, the following:

**Transportation Improvements.** Public roadway improvements designed to meet the needs of the project, including those improvements identified in the Development Agreement, including but not limited to:

- Earl Rush Drive, formerly Federico Drive.
- Fiddymont Road.
- Market Street.
- Santucci Boulevard.
- Summerfaire Drive.
- Silver Spruce Drive.
- Nicole Gee Drive, formerly Sierra Glen Drive.
- Vista Park Drive.
- Vista Grande Boulevard.
- Westbrook Boulevard.

Eligible roadway improvements include the following items: acquisition of land and easements; roadway design; project management; geotechnical engineering, testing and observations, bridge crossings and culverts; clearing, grubbing, and demolition; grading, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete or pavers; power pole relocations; joint trenches, underground utilities, and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including on- and off-site), park and ride facilities, bus rapid transit improvements, including transfer stations and regional public transit improvements; retaining walls, sound walls, enhanced fencing, and access ramps; street lights, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters; masonry walls; traffic control and agency fees; and other improvements related thereto. Eligible improvements for the roads listed above also include any and all necessary underground potable and non-potable water, sanitary sewer, and storm drainage system improvements.

**Potable and Non-Potable Water System Improvements.** Authorized facilities include any and all on- and off-site backbone water facilities designed to meet the needs of development of the project. These facilities include potable and non-potable mains, valves, services, and appurtenances; wells; and water treatment and storage facilities, and related improvements,

including but not limited to: site clearing, grading, and paving; curbs and gutters; recycled water storage tanks, booster pump stations, and all appurtenances thereto; wells; water treatment; stand-by generator; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates and fencing; striping and signage; among others.

***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, among others.

***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; odor-control facilities; sewer treatment plant improvements and permitting related thereto; and related sewer system improvements, among others.

***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, as described in the project DA, to the SVSP Solid Waste Recycling Center.

***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 as identified by the Specific Plan, and construction of Paseos as identified by the SVSP.

***Open Space Improvements.*** Authorized facilities include any and all open space improvements designed to meet the needs of development of the project, including bike trails, bike/pedestrian bridges, storm drain crossings, storm drain detention/retention, wetland mitigation, tree mitigation, on- and off-site hawk/raptor mitigation, agricultural mitigation or wetland mitigation, property acquisition, endowment payments for open space management, landscaping and irrigation, access gates and fencing, and related open space improvements, among others.

***Utilities.*** Authorized facilities include any and all on- and off-site utility improvements designed to meet the needs of development of the project. All utility improvements, easement payments, and land acquisition not located under or alongside transportation improvements are considered authorized facilities. Authorized facilities also shall include costs related to the acquisition of the 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 12kV overhead lines as described in the project DA, among others.

***Other Public Facilities and Impact Fees.*** Authorized facilities includes any and all public facilities or infrastructure, including the project's pro-rata contribution to the land acquisition of the off-site fire station site, site clearing, grading, and street frontage improvements including curbs, gutters, and paving, including fire station site reimbursement obligations in the Development Agreement. Authorized facilities also 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, the South

Placer Regional Transportation Authority Tier II Traffic Fee, City of Roseville City Wide Park Fee, City of Roseville Public Facilities Fee, and Public Benefit Fee.

### Estimated Cost of the Improvements

**General.** The total estimated cost of the Improvements for the land currently within the District (1,205 units) is approximately \$126.6 million, as shown in the table below. As of the end of 2022, a total of approximately \$54 million has been expended for the Improvements, while the 2023 Bonds are expected to provide an additional approximately \$2.9 million. Additional infrastructure will be required for areas of future annexation and Additional Bonds are expected to be sold in the future.

**Table 5**  
**City of Roseville**  
**Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)**  
**Summary of Partial Authorized Facilities and Estimated Cost in Current District Boundary**

| <b>Item</b>                                       | <b>Estimated Total Cost <sup>(1)</sup></b> |
|---------------------------------------------------|--------------------------------------------|
| Transportation Improvements                       | \$17,068,427                               |
| Potable and Non-Potable Water System Improvements | 5,148,178                                  |
| Drainage System Improvements                      | 7,429,329                                  |
| Wastewater System Improvements                    | 4,604,478                                  |
| Parks, Landscape Corridor and Paseo Improvements  | 5,248,885                                  |
| Open Space Improvements                           | 5,802,951                                  |
| Utilities                                         | 6,341,219                                  |
| Other Public Facilities and Impact Fees           | 74,982,800                                 |
| <b>Total</b>                                      | <b>\$126,626,267</b>                       |

(1) Includes soft cost and contingency.  
Source: JMC Homes.

**Funding Sources.** In connection with the issuance of the Bonds, the City and JMC Homes have previously entered into a Funding, Construction and Acquisition Agreement (the “**Acquisition Agreement**”) which provides that JMC Homes 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 JMC Homes for expended amounts using a portion of the proceeds of the Bonds pursuant to the terms of the Acquisition Agreement. JMC Homes will be responsible for the portion of the cost of construction of the Improvements not paid with Bonds.

The following table shows estimated sources and uses for JMC Homes & FD-24 LLC related to the development and sale of the 1,205 homes planned for Phases 1–5 in the District.

**Table 6**  
**City of Roseville**  
**Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)**  
**Proposed Financing Plan – Phase 1–5 (1,205 Lots)**  
**Calendar Years 2021 through 2025**

|                                        | <b>Total</b>         | <b>As of<br/>December 31, 2021</b> | <b>2022</b>          | <b>2023</b>          | <b>2024</b>         | <b>2025</b>         |
|----------------------------------------|----------------------|------------------------------------|----------------------|----------------------|---------------------|---------------------|
| <b>Sources:</b>                        |                      |                                    |                      |                      |                     |                     |
| Bond Proceeds <sup>(1)</sup>           | 37,444,636           | \$31,920,000                       | \$2,554,636          | \$2,970,000          | -                   | -                   |
| Sales of Homes & Land                  | 587,613,047          | 272,751,000                        | 119,259,886          | 103,524,363          | 72,216,648          | 19,861,150          |
| <b>Total Sources</b>                   | <b>\$625,057,683</b> | <b>\$304,671,000</b>               | <b>\$121,814,522</b> | <b>\$106,494,363</b> | <b>\$72,216,648</b> | <b>\$19,861,150</b> |
| <b>Uses:</b>                           |                      |                                    |                      |                      |                     |                     |
| Authorized Facilities                  | \$61,820,182         | \$46,342,000                       | \$7,935,341          | \$ 7,542,841         | -                   | -                   |
| In-tract Infrastructure                | 67,600,053           | 52,325,000                         | 8,540,000            | 6,735,053            | -                   | -                   |
| Costs of Sales of Homes <sup>(2)</sup> | 343,053,836          | 163,650,600                        | 72,748,531           | 50,090,025           | 44,052,155          | 12,512,525          |
| <b>Total Uses</b>                      | <b>\$472,888,962</b> | <b>\$262,317,600</b>               | <b>\$89,223,872</b>  | <b>\$64,367,919</b>  | <b>\$44,052,155</b> | <b>\$12,512,525</b> |
| <b>Net Cash Flow</b>                   | <b>\$152,583,612</b> | <b>\$42,353,400</b>                | <b>\$32,590,650</b>  | <b>\$42,126,444</b>  | <b>\$28,164,493</b> | <b>\$7,348,625</b>  |

(1) Includes estimated 2023 proceeds.

(2) Excludes "Other Public Facilities and Impact Fees" included in Cost of Sales of Homes.

Source: JMC Homes.

## VALUE OF PROPERTY WITHIN THE DISTRICT

### Assessed Valuation

A history of assessed valuation of property in the District since Fiscal Year 2019-20 is set forth in the following table.

**Table 7**  
**City of Roseville**  
**Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)**  
**Historical Assessed Values of the District**  
**Fiscal Years 2019-20 to 2022-23**

| <b>Fiscal Year</b>     | <b>Assessed Land Value</b> | <b>Assessed Structure Value</b> | <b>Assessed Value Total</b> | <b>% Change in Assessed Value Total <sup>(1)(2)</sup></b> |
|------------------------|----------------------------|---------------------------------|-----------------------------|-----------------------------------------------------------|
| 2019-20                | \$6,582,845                | --                              | \$6,582,845                 | N/A                                                       |
| 2020-21 <sup>(1)</sup> | 13,963,713                 | 31,757,644                      | 45,721,357                  | 595%                                                      |
| 2021-22 <sup>(2)</sup> | 45,039,164                 | 119,792,918                     | 164,832,082                 | 261                                                       |
| 2022-23 <sup>(3)</sup> | 85,901,732                 | 222,035,560                     | 307,937,292                 | 87                                                        |

(1) The assessed value of the District's Annexation No. 1 parcels is reflected above commencing with Fiscal Year 2020-21. Annexation No. 1 increased the District's Fiscal Year 2020-21 assessed land value by \$4,915,787.

(2) The assessed value of the District's Annexation Nos. 2 and 3 parcels is reflected above commencing with Fiscal Year 2021-22. Annexation Nos. 2 and 3 increased the District's total Fiscal Year 2021-22 assessed land value by \$4,341,804 and \$1,257,291, respectively.

(3) The assessed value of the District's Annexation No. 4 is reflected above commencing with Fiscal Year 2022-23. Annexation No. 4 increased the District's total Fiscal Year 2022-23 assessed land value by \$1,784,610.

*Source: Assessed Values - Respective Placer County Secured Property Rolls as compiled by Willdan Financial Services.*

### The Appraisal

**General.** Integra Realty Resources, Sacramento, California (the “**Appraiser**”) prepared an appraisal report with a date of value of June 1, 2023 (the “**Appraisal**”). The Appraisal was prepared at the request of the City in order to obtain an additional indication of value of land in the District. 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 417 finished residential lots, 57 homes under construction, and 249 completed single-family homes within the boundaries of the CFD not currently assessed for an improvement value by the Placer County Assessor. As such, a not-less-than estimate of market value for the smallest floor plan constructed within each subdivision was appraised and assigned to each respective Assessor's parcel within the CFD. In addition to the appraised parcels cited herein, there are also 482 existing single-family homes within the District with a complete assessed value for both land and improvements that were not appraised. Rather, the aggregate assessed value of those 482 homes was combined with the aggregate value of the appraised properties to provide a total aggregate value of the CFD. The property appraised also excludes property in the District designated for public and quasi-public purposes.

**Value Estimates.** The Appraisal provides a not-less-than estimated market value of the 723 lots that are part of appraised property owned by JMC Homes and Richmond American Homes, 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 the appraised properties.

The aggregate value estimate for the appraised properties as of the June 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, is not less than \$211,423,000. The appraiser combined that amount with the assessed value of the then existing homes in the District to arrive at an estimated total value of taxable property in the District of \$467,685,052.

This aggregate value of the taxable property in the District is further described as follows:

| <u>Owner/Subdivision</u>                                                                     | <u>No. of<br/>Parcels</u> | <u>Value per<br/>Parcel</u> | <u>Aggregate<br/>Value</u> |
|----------------------------------------------------------------------------------------------|---------------------------|-----------------------------|----------------------------|
| <u>Individual Homeowners – Completed Homes without AVs<sup>(1)</sup></u>                     |                           |                             |                            |
| Monument                                                                                     | 42                        | \$595,000                   | \$24,990,000               |
| Palisade                                                                                     | 113                       | 490,000                     | 55,370,000                 |
| Pinnacle                                                                                     | 17                        | 645,000                     | 10,965,000                 |
| Sentinel                                                                                     | 35                        | 605,000                     | 21,175,000                 |
| Excelsior                                                                                    | 11                        | 650,000                     | 7,150,000                  |
| Seasons                                                                                      | 6                         | 510,000                     | 3,060,000                  |
| <i>Sub-Total</i>                                                                             | <i>224</i>                |                             | <i>122,710,000</i>         |
| <u>John Mourier Construction, Inc.</u>                                                       |                           |                             |                            |
| Finished Lots                                                                                | 290                       | Varies                      | 44,280,000                 |
| Homes under Construction                                                                     | 50                        | Varies                      | 10,683,000                 |
| Finished Homes without AVs                                                                   |                           |                             |                            |
| Sentinel                                                                                     | 3                         | 605,000                     | 1,815,000                  |
| Palisade                                                                                     | 11                        | 490,000                     | 5,390,000                  |
| Excelsior                                                                                    | 8                         | 650,000                     | 5,200,000                  |
| <i>Sub-Total</i>                                                                             | <i>362</i>                |                             | <i>67,368,000</i>          |
| <u>Richmond American Homes</u>                                                               |                           |                             |                            |
| Finished Lots                                                                                | 127                       | 145,000                     | 18,415,000                 |
| Homes under Construction                                                                     | 7                         | 200,000                     | 1,400,000                  |
| Finished Homes without AVs – Seasons                                                         | 3                         | 510,000                     | 1,530,000                  |
| <i>Sub-Total</i>                                                                             | <i>137</i>                |                             | <i>21,345,000</i>          |
| <b>Total Aggregate Value of Appraised Properties</b>                                         | <b>723</b>                |                             | <b>\$211,423,000</b>       |
| Aggregate value- existing homes based on Assessed Value                                      | 482                       |                             | \$256,262,052              |
| <b>Aggregate Value of Appraised Properties &amp;<br/>Assessed Properties in the District</b> | <b>1,205</b>              |                             | <b>\$467,685,052</b>       |

(1) Represents not-less-than value, based on the smallest floor plan within each applicable subdivision.

Source: The Appraisal.

**Hypothetical Condition.** The value estimate is subject to a hypothetical condition, defined as that which is contrary to what exists but is supposed for the purposes of analysis. For purposes of the hypothetical condition, the Appraiser assumed that certain proceeds of the 2023 Bonds are available to reimburse for infrastructure improvements completed.

**Assumptions and Limiting Conditions.** In considering the estimate of value evidenced by the Appraisal, the Appraisal is based upon a number of standard and special assumptions which affect the estimates as to value. See “APPENDIX B – THE APPRAISAL.”

**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 JMC Homes or Richmond American 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 JMC Homes (or its affiliates) or Richmond American Homes or home loans may be obtained by ultimate homeowners. The deeds of trust securing such debt on property within the District, however, will be subordinate to the lien of the Special Tax.



**Value to Lien Ratios by Development Status and Land Use.** The following table sets forth appraised value and assessed value, maximum special tax, allocable District debt, and average value to lien ratios by status of development, based on the status of development in the District as of June 1, 2023 (the Appraiser's date of value), and on assumptions detailed therein.

**Table 8**  
**City of Roseville**  
**Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)**  
**Value to Lien Ratios – By Development Status and Land Use**

| Development Status <sup>(1)(2)/<br/>Land Use<sup>(3)</sup></sup> | No of<br>Parcels | Planned<br>Units <sup>(3)</sup> | Appraised<br>Value <sup>(4)</sup> | Assessed<br>Value <sup>(5)</sup> | FY 2022-23<br>Maximum<br>Facilities Tax <sup>(6)</sup> | Projected<br>FY 2022-23<br>Facilities Special<br>Tax Levy <sup>(7)*</sup> | Allocable<br>Debt<br>CFD<br>Bonds <sup>(8)(9)*</sup> | % Total<br>CFD<br>Bonded<br>Debt <sup>(9) *</sup> | Overlapping<br>Debt <sup>(10)</sup> | Total<br>Direct &<br>Overlapping Debt* | Average<br>Value to<br>Lien<br>Ratios* |
|------------------------------------------------------------------|------------------|---------------------------------|-----------------------------------|----------------------------------|--------------------------------------------------------|---------------------------------------------------------------------------|------------------------------------------------------|---------------------------------------------------|-------------------------------------|----------------------------------------|----------------------------------------|
| <u>Homes Completed &amp; Sold</u> <sup>(11)</sup>                |                  |                                 |                                   |                                  |                                                        |                                                                           |                                                      |                                                   |                                     |                                        |                                        |
| LDR                                                              |                  |                                 |                                   |                                  |                                                        |                                                                           |                                                      |                                                   |                                     |                                        |                                        |
| MDR                                                              |                  |                                 |                                   |                                  |                                                        |                                                                           |                                                      |                                                   |                                     |                                        |                                        |
| Subtotal                                                         |                  |                                 |                                   |                                  |                                                        |                                                                           |                                                      |                                                   |                                     |                                        |                                        |
| <u>Homes Completed</u>                                           |                  |                                 |                                   |                                  |                                                        |                                                                           |                                                      |                                                   |                                     |                                        |                                        |
| LDR                                                              |                  |                                 |                                   |                                  |                                                        |                                                                           |                                                      |                                                   |                                     |                                        |                                        |
| MDR                                                              |                  |                                 |                                   |                                  |                                                        |                                                                           |                                                      |                                                   |                                     |                                        |                                        |
| Subtotal                                                         |                  |                                 |                                   |                                  |                                                        |                                                                           |                                                      |                                                   |                                     |                                        |                                        |
| <u>Homes Partially Completed</u> <sup>(12)</sup>                 |                  |                                 |                                   |                                  |                                                        |                                                                           |                                                      |                                                   |                                     |                                        |                                        |
| LDR                                                              |                  |                                 |                                   |                                  |                                                        |                                                                           |                                                      |                                                   |                                     |                                        |                                        |
| MDR                                                              |                  |                                 |                                   |                                  |                                                        |                                                                           |                                                      |                                                   |                                     |                                        |                                        |
| Subtotal                                                         |                  |                                 |                                   |                                  |                                                        |                                                                           |                                                      |                                                   |                                     |                                        |                                        |
| <u>Final Map Lots</u> <sup>(2)</sup>                             |                  |                                 |                                   |                                  |                                                        |                                                                           |                                                      |                                                   |                                     |                                        |                                        |
| LDR                                                              |                  |                                 |                                   |                                  |                                                        |                                                                           |                                                      |                                                   |                                     |                                        |                                        |
| MDR                                                              |                  |                                 |                                   |                                  |                                                        |                                                                           |                                                      |                                                   |                                     |                                        |                                        |
| Subtotal                                                         |                  |                                 |                                   |                                  |                                                        |                                                                           |                                                      |                                                   |                                     |                                        |                                        |
| <u>Tentative lots (Annexation 3)</u>                             |                  |                                 |                                   |                                  |                                                        |                                                                           |                                                      |                                                   |                                     |                                        |                                        |
| LDR (Village FD-6) <sup>(13)</sup>                               |                  |                                 |                                   |                                  |                                                        |                                                                           |                                                      |                                                   |                                     |                                        |                                        |
| <b>Total</b>                                                     |                  |                                 |                                   |                                  |                                                        |                                                                           |                                                      |                                                   |                                     |                                        |                                        |

Footnotes Follow on Next Page

---

\* Preliminary, subject to change.

*Sources: 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.*

**Appraised Value to Lien Ratio Categories.** The following table sets forth the appraised value and assessed value, maximum special tax, projected special tax levy and allocable District debt by value to lien ratio range categories.

**Table 9**  
**City of Roseville**  
**Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)**  
**Average Value to Lien Ratio Categories**

| Value-to-Lien Ratio Range * | No. of Parcels | No of Units <sup>(1)</sup> | Composite Value <sup>(2)</sup> | FY 2023-24 Maximum Tax <sup>(3)</sup> | Projected FY 2023-24 Special Tax Levy <sup>(4) *</sup> | Allocable Debt CFD Bonds <sup>(5)(6) *</sup> | % of Total CFD Bonded Debt <sup>(6)</sup> | Overlapping Debt <sup>(7)</sup> | Total Direct & Overlapping Debt * | Average Value to Lien Ratio* |
|-----------------------------|----------------|----------------------------|--------------------------------|---------------------------------------|--------------------------------------------------------|----------------------------------------------|-------------------------------------------|---------------------------------|-----------------------------------|------------------------------|
| 15:1 to 19.99:1             | 125            | 125                        | \$68,215,000                   | \$231,857                             | \$208,507                                              | \$4,102,378                                  | 10.23%                                    | \$143,769                       | \$4,246,147                       | 16.07                        |
| 10:1 to 14.99:1             | 441            | 441                        | 250,659,075                    | 850,363                               | 764,722                                                | 15,045,960                                   | 37.53%                                    | 6,449,075                       | 21,495,035                        | 11.66                        |
| 5:1 to 9.99:1               | 274            | 274                        | 95,839,977                     | 517,593                               | 465,466                                                | 9,158,070                                    | 22.85%                                    | 2,370,132                       | 11,528,202                        | 8.31                         |
| 3:1 to 4.99:1               | <u>365</u>     | <u>365</u>                 | <u>52,971,000</u>              | <u>665,981</u>                        | <u>598,910</u>                                         | <u>11,783,592</u>                            | <u>29.39%</u>                             | <u>476,885</u>                  | <u>12,260,477</u>                 | <u>4.32</u>                  |
| <b>Total</b>                | <b>1,205</b>   | <b>1,205</b>               | <b>\$467,685,052</b>           | <b>\$2,265,794</b>                    | <b>\$2,037,605</b>                                     | <b>\$40,090,000</b>                          | <b>100.00%</b>                            | <b>\$9,439,861</b>              | <b>\$49,529,861</b>               | <b>9.44</b>                  |

\* Preliminary, subject to change.

(1) Number of residential lots per the Sierra Vista Specific Plan

(2) Composite Value represents the Appraised Values as of June 1, 2023 or the Fiscal Year 2022-23 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 refers to Maximum Annual Facilities Special Tax.

(4) Special Tax and Projected Special Tax Levy refer to Special Facilities Tax

(5) Represents the outstanding balance of the District's Prior Bonds together with the estimated par amount of the 2023 Bonds.

(6) This table allocates the CFD Bonded Debt based upon each parcel's share of the District's Fiscal Year 2023-24 Maximum Special Tax.

(7) Overlapping debt liens of the District parcels as of July 1, 2023 as summarized under the "Direct and Overlapping Tax and Assessment Debt" table in 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 District parcels in Fiscal Year 2022-23.

Sources: Appraised Value - Integra Realty Resources, Inc; Assessed Values - Placer County, as compiled by Integra Realty Resources Inc.; Outstanding Balance of Prior Bonds and Overlapping Debt - California Municipal Statistics, Inc, as compiled by Willdan Financial Services and Maximum Tax and Projected Special Tax Levy - Willdan Financial Services.

## Special Tax Collections and Delinquencies

Fiscal Year 2019-20 was the first year in which the Special Tax was levied in the District. The following table shows the collections of the Special Tax and delinquency information since Fiscal Year 2019-20.

**Table 10**  
**City of Roseville**  
**Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)**  
**Historical Collections and Delinquencies**

| <b>Fiscal Year <sup>(1)</sup></b> | <b>Annual Special Taxes Levied</b> | <b>No. of Parcels Levied</b> | <b><u>As of Each Fiscal Year End <sup>(3)</sup></u></b> |                                  |                                | <b><u>As of May 15, 2023</u></b>                  |                                            |                                |
|-----------------------------------|------------------------------------|------------------------------|---------------------------------------------------------|----------------------------------|--------------------------------|---------------------------------------------------|--------------------------------------------|--------------------------------|
|                                   |                                    |                              | <b>Amount Delinquent <sup>(2)</sup></b>                 | <b>No. of Parcels Delinquent</b> | <b>Percent Levy Delinquent</b> | <b>Remaining Amount Delinquent <sup>(2)</sup></b> | <b>Remaining No. of Parcels Delinquent</b> | <b>Percent Levy Delinquent</b> |
| 2019-20                           | \$686,521                          | 265                          | \$0                                                     | 0                                | 0.00%                          | \$0                                               | 0                                          | 0.00%                          |
| 2020-21                           | \$1,172,992                        | 399                          | \$832                                                   | 1                                | 0.07%                          | \$0                                               | 0                                          | 0.00%                          |
| 2021-22                           | \$1,676,822                        | 682                          | \$7,322                                                 | 7                                | 0.44%                          | \$0                                               | 0                                          | 0.00%                          |
| 2022-23                           | \$1,900,805                        | 976                          | \$6,495                                                 | 5                                | 0.34%                          | \$6,495                                           | 5                                          | 0.34%                          |

(1) Fiscal year 2019-20 was the District's first Special Tax levy.

(2) Delinquent amounts and collections shown above do not include penalties, interest or fees.

(3) Delinquency information as of June 15, 2020 for the FY 2019-20 levy, May 18, 2021 for the FY 2020-21 levy and June 13, 2022 for the FY 2021-22 levy and May 15, 2023 for the FY 2022-23 levy.

Source: Placer County Tax Collector, compiled by Willdan Financial Services.

## 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.

There can be no assurance that JMC Homes, 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 JMC Homes.

Private liens, such as deeds of trust securing loans obtained by JMC Homes or Richmond American, 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.

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. Neither the City nor the Underwriter have reviewed the data for completeness or accuracy and make no representations in connection therewith. In addition to bonded debt, property in the District is also subject to special taxes authorized to be levied on behalf of the City's 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 taxable property. The Fiscal Year 2022-23 annual maximum tax rates are \$471.12 per single family lot for FD-10 and \$526.71 per single family lot for all other parcels for CFD No. 2 and the Fiscal Year 2022-23 maximum rates are \$508.02 per lot (low density)/\$ 297.09 per lot (medium density) for CFD No. 3; the CFD No. 3 tax rates are subject to annual escalation up to 4% depending on the City's public safety budget each year. **[Willdan to update]**

**Table 11**  
**City of Roseville**  
**Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)**  
**Summary of Overlapping Debt**  
**As of July 1, 2023**

2022-23 Local Secured Assessed Valuation: \$307,937,292

| <u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>                     | <u>% Applicable</u> | <u>Debt</u>              |         |
|----------------------------------------------------------------------------|---------------------|--------------------------|---------|
| Sierra Joint Community College District SFID No. 4 Gen. Obl. Bonds         | 0.361%              | \$ 534,560               |         |
| Center Joint Unified School District General Obligation Bonds              | 8.759               | 8,905,301                |         |
| <b>City of Roseville Villages at Sierra Vista CFD No. 1</b>                | <b>100.000</b>      | <b><u>35,840,000</u></b> | (1)     |
| <b>TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT</b>                |                     | <b>\$45,279,861</b>      |         |
| <br><u>OVERLAPPING GENERAL FUND DEBT:</u>                                  |                     |                          |         |
| Placer County Certificates of Participation                                | 0.313%              | \$253,941                |         |
| Sierra Joint Community College District Certificates of Participation      | 0.239               | 1,920                    |         |
| City of Roseville Certificates of Participation                            | 1.040               | 165,980                  |         |
| Placer County Mosquito and Vector Control District Certs. of Participation | 0.313               | <u>5,798</u>             |         |
| <b>TOTAL OVERLAPPING GENERAL FUND DEBT</b>                                 |                     | <b>\$427,639</b>         |         |
| <br><b>COMBINED TOTAL DEBT</b>                                             |                     | <br><b>\$45,707,500</b>  | <br>(2) |

Ratios to 2021-22 Assessed Valuation:

|                                                           |               |
|-----------------------------------------------------------|---------------|
| <b>Direct Debt (\$35,840,000) .....</b>                   | <b>11.64%</b> |
| Total Direct and Overlapping Tax and Assessment Debt..... | 14.70%        |
| Combined Total Debt.....                                  | 14.84%        |

(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.

## Estimated Tax Burden on Single-Family Home

Based on current and estimated sales prices for the smallest floorplan for MDR and LDR homes provided by JMC Homes being planned for the lots currently in the District, the Special Tax Administrator has projected that the overall tax burden for the smallest floorplan homes planned for the District will be approximately 1.65% and 1.57%, respectively, as shown in the following table. The projected overall tax burden for larger floorplan homes is expected to be smaller, as a percentage of the projected assessed value of the homes.

**Table 12**  
**City of Roseville**  
**Villages 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                                                                      | Land Use Designations |                 |
|----------------------------------------------------------------------------------------|-----------------------|-----------------|
|                                                                                        | MDR Value             | LDR Value       |
| Average Assessed Value <sup>(1)</sup>                                                  | \$535,000             | \$755,000       |
| Less: Homeowner's Exemption                                                            | (\$7,000)             | (\$7,000)       |
| Net Taxable Value                                                                      | \$528,000             | \$748,000       |
| Projected Ad Valorem Property Taxes <sup>(2)</sup>                                     | Taxes                 |                 |
|                                                                                        |                       |                 |
| Base Property Tax                                                                      | 1.000000%             | \$5,280         |
| Sierra Coll SFID #4 B&I 2018 Series A                                                  | 0.002407%             | \$13            |
| Sierra Coll SFID #4 B&I 2018 Series B                                                  | 0.016193%             | \$85            |
| Center Joint Unif B&I                                                                  | 0.104100%             | \$550           |
| Center Joint Unif B&I 2008 Series 2020A                                                | 0.007000%             | \$37            |
| Center Joint Unif B&I 2008 Series 2020A Refunding                                      | 0.030700%             | \$162           |
| Center Joint Unif B&I 2008 Series 2020B Refunding                                      | 0.002200%             | \$12            |
| Center Joint Unif B&I 2008 Series 2021B Refunding                                      | 0.010000%             | \$53            |
| Total Ad Valorem                                                                       | 1.172600%             | \$6,191         |
| Projected Parcel Charges, Special Taxes and Assessments <sup>(3)</sup>                 | Charges               |                 |
|                                                                                        |                       |                 |
| Placer Mosquito & Vector <sup>(4)</sup>                                                | \$33                  | \$33            |
| City of Roseville, Villages of Sierra Vista CFD # 1 (Public Facilities) <sup>(5)</sup> | \$1,767               | \$1,987         |
| City of Roseville, Sierra Vista CFD # 2 (Public Services) <sup>(6)</sup>               | \$397                 | \$397           |
| City of Roseville CFD 3, Municipal Services <sup>(7)</sup>                             | \$309                 | \$528           |
| Total Parcel Charges, Assessments, and Special Taxes                                   | \$2,505               | \$2,945         |
| <b>Total Projected Taxes and Direct Charges</b>                                        | <b>\$8,696</b>        | <b>\$11,716</b> |
| <b>Total Effective Tax Rate</b>                                                        | <b>1.65%</b>          | <b>1.57%</b>    |

(1) Representative new home prices from the "Ability to Pay" section of the Appraisal

(2) Represents each individual FY 2022-23 Ad Valorem Tax Rate for Tax Rate Area 005-070, subject to change annually.

(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) Equal to the projected Maximum Municipal Services Special Tax for FY 2023-24

Sources: FY 2022-23 Ad Valorem Tax Rates by Tax Rates Area, and Placer Mosquito & Vector charges - Placer County; Representative Prices of new LDR and MDR homes - Integra Realty Resources, Inc.; Projected Maximum Special Tax Rates of 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 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 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 the jurisdiction of the District.

### **Concentration of Ownership**

A substantial portion of the land in the District is owned by single entities, JMC Homes (and its affiliate FD-24, LLC) and Richmond American Homes. 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 JMC Homes (or its affiliate FD-24, LLC), Richmond American Homes 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 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 JMC Homes and Richmond American 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.”

### **Appraised Values**

The Appraisal summarized in APPENDIX B estimates the market value of the taxable property within the District. This market value is merely the present opinion of the Appraiser, and is subject to the assumptions and limiting conditions stated in the Appraisal. The City has not sought the present opinion of any other appraiser of the value of the taxed parcels. A different present opinion of value might be rendered by a different appraiser.



The opinion of value relates to sale by a willing seller to a willing buyer as of the date of valuation, each having similar information and neither being forced by other circumstances to sell or to buy. Consequently, the opinion is of limited use in predicting the selling price at a foreclosure sale, because the sale is forced and the buyer may not have the benefit of full information.

In considering the estimates of value evidenced by the appraisal, it should be noted that the appraisal is based upon a number of standard and special assumptions which affect the estimates as to value, in addition to hypothetical conditions, as set forth in the Appraisal (see APPENDIX B hereto). 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 the District could be sold in a foreclosure for the estimated market value contained in the Appraisal. Such sale is the primary remedy available to Bondowners if that property should become delinquent in the payment of Special Taxes.

### **Property Values and Property Development**

The value of 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.

The Appraisal information included as APPENDIX B sets forth certain assumptions of the Appraiser in estimating the market value of the property within the District as of the date indicated. No assurance can be given that the land values are accurate if these assumptions are incorrect or that the values will not decline in the future if one or more events, such as natural disasters or adverse economic conditions, occur. See "Appraised Values" above.

*Neither the 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 District 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.

*JMC Homes, FD-24 LLC and Richmond American Homes provide no 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. JMC Homes, FD-24 LLC and Richmond American Homes have no obligation to the City or to owners of the 2023 Bonds to complete their 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, supply chain disruptions, development, financing and marketing capabilities of individual property owners, water or electricity shortages, and other similar factors. For example, the City is currently experiencing a known supply chain disruption with respect to electrical transformers needed for new development, which may have the effect of delaying development in Villages JM-21, FD-6 and FD-24 and results in a risk of prohibiting the closing of home sales in those villages since the City will not issue an occupancy permit without electric service. See “THE DISTRICT - Entitlements and Planned Development - Transformer Supply Chain Challenges” above.

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 has been subject to droughts from time-to-time in the past. Although the City does not believe any future drought would impact development in the District, no assurances can be given in this regard.

The City employs a portfolio approach to its water supplies which includes the use of surface water, groundwater and recycled water. This portfolio approach is designed to provide a more reliable water supply. Surface water is the City's primary water supply which is delivered from the Folsom Reservoir under contracts with the Bureau of Reclamation and the Placer County Water Agency. The City also uses groundwater to supplement its surface water supplies during emergency and drought conditions. These ground water wells are designated to accommodate Aquifer Storage and Recovery (ASR). The City's ASR program allows for the storage of treated surface water in the groundwater basin through direct injection through the ASR wells. This water can be extracted later from the same wells for use during emergency or drought conditions. This water "banking" allows the City to use groundwater without significant impact to the ground water table when surface water supplies are limited. The City also uses recycled water generated from its wastewater treatment facilities for irrigation purposes in commercial landscaping, public rights-of way, parks and golf courses. The use of recycled water reduces the demand for treated water for these purposes and leaving more for domestic use. However, no assurance can be given that a future drought affecting homes in the District would not result in decreased values.

JMC Homes and the City indicate that the existing Development Agreement protects JMC Homes's ability to access water for the project through an agreed upon water allocation. 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 Villages at Sierra Vista property 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 JMC Homes's or other owners of undeveloped land 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 JMC Homes, Richmond American 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 JMC Homes believes that no federally listed endangered or threatened species would be affected by the proposed development within the District, other than any that are permitted by the entitlements already received (which allow for the impact of development and specify the mitigation required), the discovery of an endangered plant or animal could delay development of vacant property in the District or reduce the value of undeveloped property.

## **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.

*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 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 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 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 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 2023 Bonds. The principal of and interest on the 2023 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. Property owners may also elect to finance improvements to their homes through Property Assessed Clean Energy (PACE) financings, which are secured by assessment district liens. 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 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 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 2022 Bond holders pursuant to the Fiscal Agent Agreement. However, no replenishment from the proceeds of a Special Tax levy can occur as long as the proceeds that are collected from the levy of the Special Tax against property within the District at the maximum Special Tax rates, together with other available funds, remains

insufficient to pay all such amounts. Thus it is possible that the 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 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 XIIC requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes require a majority vote and taxes for specific purposes (“special taxes”) require a two-thirds vote.

The Special Taxes and the issuance of special tax bonds of the District were each authorized by not less than a two-thirds vote of the landowners within the District who constituted the qualified electors at the time of such voted authorization. The District believes, therefore, that issuance of the 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.

### **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 developers described herein 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 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, 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 JMC Homes, Richmond American 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 the District.

State and local government agencies in the State, and the State itself are subject to annual appropriation limits, imposed by Article XIII B of the State Constitution. Article XIII B prohibits government agencies and the State from spending “appropriations subject to limitation” in excess of the appropriations limits imposed. “Appropriations subject to limitation” are authorizations to spend “proceeds of taxes,” which consist of tax revenues, certain state subventions and certain other funds, including proceeds from regulatory licenses, user charges or other fees to the extent that such proceeds exceed the cost reasonably borne by such entity in providing the regulation, product or service. No limit is imposed on appropriations of funds which are not “proceeds of taxes” such as debt service on indebtedness existing or authorized before January 1, 1979, or subsequently authorized by the voters, appropriations required to comply with mandates of courts or the federal government, reasonable user charges or fees and certain other non-tax funds.

## CONTINUING DISCLOSURE

The City has covenanted for the benefit of owners of the 2023 Bonds to provide certain financial information and operating data relating to the District by not later than six and one-half 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 January 15, 2024) and to provide notices of the occurrence of certain enumerated events.

JMC Homes has also covenanted for the benefit of owners of the 2023 Bonds to provide certain financial information and operating data relating to the property it or its affiliates owns in the District by not later than April 1st and October 1st of each year, beginning with the report due April 1, 2024 (the "**Developer Periodic Reports**") and to provide notices of the occurrence of certain enumerated events. The obligation of JMC Homes to provide such information is in effect only so long as JMC Homes and its affiliates, or their successors, are collectively responsible for 20% or more of the Special Taxes, as described in the Developer Periodic Reports and JMC Homes' undertaking includes a provision that if a portion of JMC Homes' property which is responsible for such 20% is sold, the reporting obligation may be assumed by the new owner and JMC Homes' obligations with respect to such property will be terminated, or if not so assumed, JMC Homes is to report such required information, as applicable to the transferee.

The City Annual Report and the Developer Periodic Reports 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 and JMC Homes 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) For its Annual Report for Fiscal Year 2021-22, while the City filed unaudited financial statements and then its audited financial statements when available, the unaudited financial statements were not timely filed with respect to certain bond issues.
- (3) 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 known instances during the last five years of past delayed or failure to file annual reports, omissions of required information and/or rating changes to be filed under its prior continuing disclosure undertakings.

JMC Homes has represented to the City that, during the past five years, JMC Homes has been in material compliance with its continuing disclosure undertakings.

## 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 a [net] 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 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 2023 Bonds.

**Tax Treatment of Original Issue Discount and Premium.** If the initial offering price to the public at which a 2022 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 2022 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 2022 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 2022 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 2022 Bond (said term being the shorter of the 2022 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 2022 Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a 2022 Bond is amortized each year over the term to maturity of the 2022 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 2022 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 Placer County, which is located in the Sacramento Valley near the foothills of the Sierra Nevada mountain range, about 16 miles northeast of Sacramento and 110 miles east of San Francisco. The City presently occupies 43 square miles in the southwestern part of the County and is the largest city in the County as well as the residential and business center of the County. It is bordered by Sacramento County to the south, the City of Rocklin to the north and un-incorporated Placer County to the east and west. The estimated population of the City as of January 1, 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 at large for staggered four-year terms. At each election, the council member receiving the most votes is appointed mayor pro-tempore for two years and becomes mayor for the final two years.

City services include, among others, police and fire protection, library services, street maintenance, and parks and recreation. The City also owns two golf courses and provides its own electricity, water, sewer and refuse services to its citizens.

## Population

The following table sets forth population estimates for the City, County and State for the past five years.

**POPULATION ESTIMATES**  
**City, County and State**  
**Calendar Years 2019 through 2023, as of January 1**

| <u>Year</u> | <u>City of<br/>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.*

## 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**

| <b>Year</b> | <b>Area</b>       | <b>Total Effective<br/>Buying Income<br/>(000’s Omitted)</b> | <b>Median<br/>Household<br/>Effective Buying<br/>Income</b> |
|-------------|-------------------|--------------------------------------------------------------|-------------------------------------------------------------|
| 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 3.9 percent in May 2023, up from a revised 3.8 percent in April 2023, and above the year-ago estimate of 3.1 percent. This compares with an unadjusted unemployment rate of 4.5 percent for California and 3.4 percent for the nation during the same period. The unemployment rate was 3.6 percent in El Dorado County, 3.4 percent in Placer County, 4.1 percent in Sacramento County, and 4.2 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> |
|---------------------------------------------------------|-------------|-------------|-------------|-------------|-------------|
| <b><u>Civilian Labor Force</u></b> <sup>(1)</sup>       | 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%        |
| <b><u>Wage and Salary Employment</u></b> <sup>(2)</sup> |             |             |             |             |             |
| 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 <sup>(3)</sup>                    | 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) June 2023

| Employer Name                  | Location       | Industry                                 |
|--------------------------------|----------------|------------------------------------------|
| Backyard Bar & BBQ             | Truckee        | Restaurants                              |
| City of Roseville              | Roseville      | Alternative Fuels                        |
| 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 | Skiing Centers & Resorts                 |
| Placer County Fire Dept        | Auburn         | Government Offices-County                |
| Placer County Food Stamps      | Auburn         | County Government-Social/Human Resources |
| Placer County Sheriff          | Auburn         | Government Offices-County                |
| Placer County Sheriff Dept     | Tahoe City     | Government Offices-County                |
| PRIDE Industries               | Roseville      | Employment Agencies & Opportunities      |
| Resort At Squaw Creek          | Olympic Valley | Hotels & Motels                          |
| Roseville Toyota               | Roseville      | Automobile Dealers-New Cars              |
| Sheriff's Training             | Auburn         | Government Offices-County                |
| Sierra Joint Cmnty Clg Dist    | Rocklin        | School Districts                         |
| 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.

### BUILDING PERMIT VALUATION City of Roseville (Valuation in Thousands of Dollars)

|                            | 2018            | 2019            | 2020            | 2021            | 2022            |
|----------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| <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)**

|                               | <b>2018</b>     | <b>2019</b>     | <b>2020</b>     | <b>2021</b>      | <b>2022</b>     |
|-------------------------------|-----------------|-----------------|-----------------|------------------|-----------------|
| <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   |
| <br>New Commercial            | <br>\$90,424.4  | <br>\$73,609.7  | <br>\$58,855.0  | <br>\$52,238.1   | <br>\$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     |
| <br><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.*

## 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.

**TAXABLE TRANSACTIONS**  
**City of Roseville**  
**Calendar Years 2018 through 2022**  
**(Dollars in Thousands)**

|      | <b>Retail Stores</b>         |                                 | <b>Total All Outlets</b>     |                                 |
|------|------------------------------|---------------------------------|------------------------------|---------------------------------|
|      | <b>Number<br/>of Permits</b> | <b>Taxable<br/>Transactions</b> | <b>Number<br/>of Permits</b> | <b>Taxable<br/>Transactions</b> |
| 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.

**TAXABLE TRANSACTIONS**  
**Placer County**  
**Calendar Years 2018 through 2022**  
**(Dollars in Thousands)**

|      | <b>Retail Stores</b>         |                                 | <b>Total All Outlets</b>     |                                 |
|------|------------------------------|---------------------------------|------------------------------|---------------------------------|
|      | <b>Number<br/>of Permits</b> | <b>Taxable<br/>Transactions</b> | <b>Number<br/>of Permits</b> | <b>Taxable<br/>Transactions</b> |
| 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 transportation network in and around the City is an integral part of its development. Centrally located in the State, the area is the hub of several major highways. Interstate 80 runs through the City, connecting San Francisco to New York. Highway 65 runs north through the City, from I-80 to Lincoln and Marysville. Interstate 5, which is west of the City, runs north to Seattle and south to Los Angeles.

Union Pacific Railroad bought Southern Pacific in 1996 and the J.R. Davis Yard, located in Roseville, is the largest rail facility on the West Coast. Union Pacific owns and operates track in 23 states, primarily west of the Mississippi River. Amtrak provides passenger service daily to San Francisco and San Jose, and the California Zephyr connects the County to the Midwest and Chicago.

Greyhound operates a station in the City, providing interstate destination services. Greyhound also operates throughout the County, with bus depots or regularly scheduled stops in most of the communities along major highways and roads.

Sacramento International Airport serves the Roseville area. Served by ten major carriers and several commuter airlines, as well as air-freight carriers, the airport handles passenger flights to over 140 cities with more than 130 scheduled departures per day and 4.3 million passengers annually. Nearby Auburn Municipal Airport serves charter and private aircraft for coastal, state and transcontinental flights. Executive air service is available as well. Auburn Municipal has an elevation of 1,520 feet and an east/west runway 3,100 feet in length.

Several trucking companies serve the City, ranging from interstate lines to local haulers, and transporting a wide variety of goods. United Parcel Service, with a distribution center in Rocklin, offers freight transportation services as well.

**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 Villages 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 Villages 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 July 1, 2019, as supplemented and amended by a Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of July 1, 2020, a Supplemental Agreement No. 2 to Fiscal Agent Agreement dated as of August 1, 2021, a Supplemental Agreement No. 3 to Fiscal Agent Agreement dated as of August 1, 2022 and a Supplemental Agreement No. 4 to Fiscal Agent Agreement dated as of August 1, 2023 (collectively, the “Fiscal Agent Agreement”), by and between the City, on behalf of the City of Roseville Villages at Sierra Vista 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 authorized, executed and delivered 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. 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.

Interest on the 2023 Bonds may be subject to the corporate alternative minimum tax. 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 \_\_\_\_\_, 2023, is executed and delivered by the CITY OF ROSEVILLE (the “City”) in connection with the execution and delivery of its City of Roseville Villages 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 July 1, 2019, as supplemented and amended by a Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of July 1, 2020, a Supplemental Agreement No. 2 to Fiscal Agent Agreement dated as of August 1, 2021, a Supplemental Agreement No. 3 to Fiscal Agent Agreement dated as of August 1, 2022 and a Supplemental Agreement No. 4 to Fiscal Agent Agreement dated as of August 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 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 six and one-half months after the end of the City’s fiscal year (currently January 15 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 January 15, 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 to that effect.

(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) (a) Balance in 2023 Reserve Account of the Reserve Fund, and statement of the Reserve Requirement for the 2023 Bonds; and statement of projected draws on the 2023 Reserve Account of the Reserve Fund, if any; and (b) balance in any debt service reserve fund or account established in connection with any other issue of bonds of City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) and statement of the reserve requirement for such other bonds; and statement of projected draws on any other such debt service reserve fund or account, 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.

(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).

(x) Debt service coverage.

(ix) The total Special Tax levy and Maximum Special Tax for Developed Property, Small Lot Tentative Map Property, Large Lot Property and Undeveloped Property (all as defined in the Rate and Method of Apportionment) together with the allocable debt of the CFD Bonds and most recently available assessed values for each category.



(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 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 Villages at Sierra Vista  
Community Facilities District No. 1 (Public  
Facilities)

By: \_\_\_\_\_  
Name:  
Title:

**WILLDAN FINANCIAL SERVICES**, as  
Dissemination Agent

By: \_\_\_\_\_  
Name:  
Title:

## **FORM OF CONTINUING DISCLOSURE CERTIFICATE (Developer)**

THIS CONTINUING DISCLOSURE AGREEMENT (the "Disclosure Certificate") dated as of \_\_\_\_\_, 2023, is executed by John Mourier Construction, Inc., a California corporation (the "Developer") in connection with the execution and delivery by the City of Roseville of its City of Roseville Villages 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 July 1, 2019, as supplemented and amended by a Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of July 1, 2020, a Supplemental Agreement No. 2 to Fiscal Agent Agreement dated as of August 1, 2021, a Supplemental Agreement No. 3 to Fiscal Agent Agreement dated as of August 1, 2022 and a Supplemental Agreement No. 4 to Fiscal Agent Agreement dated as of August 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 Developer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the 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.

"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 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.

"Dissemination Agent" means Willdan Financial Services, or any successor Dissemination Agent designated in writing by the Developer, and which has filed with the Developer, the City and the Fiscal Agent a written acceptance of such designation, and which is experienced in providing dissemination agent services such as those required under this Disclosure Certificate.

“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 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 Piper Sandler & Co., the original Underwriter of the Bonds.

“Periodic Report” means any Periodic Report provided by the 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 Developer in the District.

“Report Date” means April 1 and October 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) The Developer shall, or, upon written direction of the Developer the Dissemination Agent shall, not later than the Report Date, commencing October 1, 2022, 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 Fiscal Agent (if different from the Dissemination Agent), the Participating Underwriter and the City. Not later than 15 calendar days prior to the Report Date, the Developer shall provide the Periodic Report to the Dissemination Agent (if different from the Developer). The 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 Developer), the Fiscal Agent (if different from the Dissemination Agent), 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 Fiscal Agent, the Participating Underwriter and the City may conclusively rely upon such certification of the 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 Developer that the Periodic Report has not been provided as required under Section 3(a) above. The reminder notice shall instruct the 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 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 send a notice to that effect to the MSRB in substantially the form prescribed by the MSRB, with a copy to the Fiscal Agent (if other than the Dissemination Agent), 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 Developer (if the Dissemination Agent is other than the 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 Developer's Periodic Report shall contain or incorporate by reference the information set forth in Exhibit B relating to the Developer, any or all of which may be included by specific reference to other documents, including official statements of debt issues of the Developer or related public entities, 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 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 Developer's 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) The 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 Developer and, if known, any bankruptcy or insolvency proceedings commenced by or against any Affiliate of the Developer that is reasonably likely to have a significant impact on the Developer'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;

(iii) filing of a lawsuit of which the Developer is aware against the Developer or an Affiliate seeking damages, which is reasonably likely to have a significant impact on the Developer's 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 Developer on any loan with respect to the construction of improvements on the Property.

(b) Whenever the Developer obtains knowledge of the occurrence of a Listed Event, the Developer shall as soon as possible determine if such event would be material under applicable Federal securities law.

(c) If the Developer determines that knowledge of the occurrence of a Listed Event would be material under applicable Federal securities law, the Developer shall, or shall cause the Dissemination Agent to, promptly file a notice of such occurrence with the MSRB, with a copy to the Fiscal Agent, the City and the Participating Underwriter.

#### Section 6. Duration of Reporting Obligation.

(a) All the 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) at such time as property owned by the Developer is no longer responsible for payment of 20% or more of the Special Taxes, or

(iii) the date on which the Developer prepays in full all of the Special Taxes attributable to the Property, or

(iv) the date on which (A) the Developer has completed construction of all buildings to be constructed within property it owns in the District and (B) each such building constructed by the Developer and intended for lease by the Developer has been, since completion of construction, at least 80% occupied at one time or another, if applicable.

The 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 Developer, or any Affiliate of the Developer, is conveyed to a Person that, upon such conveyance, will be a Major Owner, the obligations of the 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 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 in form and substance reasonably satisfactory to the City and the Participating Underwriter. If not so assumed, the 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 Developer may, from time to time, appoint or engage a Dissemination Agent to assist the 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 Developer and the Participating Underwriter.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the 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 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 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 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 Developer to comply with any provision of this Disclosure Certificate, the Fiscal Agent shall (upon written direction and only to the extent indemnified to its satisfaction from any liability, cost or expense, including fees and expenses of its attorneys), and 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 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 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 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. 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. 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 Developer, the Fiscal Agent, the Bond owners, or any other party. The obligations of the 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 as follows:

|                                   |                                                                                                                                      |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| To the Developer                  | John Mourier Construction, Inc.<br>Attn: Controller<br>1430 Blue Oaks Boulevard<br>Roseville, CA 95747                               |
| To the Dissemination Agent:       | Willdan Financial Services<br>27368 Via Industria, Suite 200<br>Temecula, CA 92590                                                   |
| To the Issuer/City:               | City of Roseville<br>311 Vernon Street<br>Roseville, CA 95678<br>Attn: CFD Administrator                                             |
| To the Fiscal Agent:              | U.S. Bank Trust Company, National Association<br>333 South Hope Street, Suite 2626<br>Los Angeles, CA 90071<br>Attn: Corporate Trust |
| To the Participating Underwriter: | Piper Sandler & Co.<br>Attn: Public Finance<br>2321 Rosecrans Avenue, Suite 3200,<br>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 Developer (its successors and assigns), the Fiscal Agent, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. All obligations of the Developer hereunder shall be assumed by any legal successor to the obligations of the 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 Developer has executed this Disclosure Certificate as of the date first above written.

John Mourier Construction, Inc., a California corporation

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED by DISSEMINATION AGENT:

Willdan Financial Services,  
*as Dissemination Agent*

By: \_\_\_\_\_  
Name:  
Title:

## EXHIBIT B

### PERIODIC REPORT

This Periodic Report is hereby submitted under Section 4 of the Continuing Disclosure Certificate (the "Disclosure Certificate") dated \_\_\_\_\_, 2023, executed by the undersigned (the "Developer") in connection with the issuance of the above-captioned bonds by the City of Roseville (the "City") with respect to its City of Roseville Villages 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 of this Periodic Report).

##### A. Property currently owned by the Developer in the District (the "Property"):

Development name: \_\_\_\_\_

Number of lots (acreage): \_\_\_\_\_

##### 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 Developer 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 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.

---

---

F. With respect to occupied buildings owned and leased by Developer, (i) occupancy percentage and (ii) a rent roll consisting solely of (A) term of lease and (B) number of square feet subject to the lease, if applicable.

---

---

## II. Legal and Financial Status of Developer

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any change in the legal structure of the Developer or the financial condition and financing plan of the Developer 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 Developer 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 Developer’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, 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 Developer hereby certifies that this Periodic Report constitutes the Periodic Report required to be furnished by the Developer under the Disclosure Certificate.

ANY STATEMENTS REGARDING THE DEVELOPER, THE DEVELOPMENT OF THE PROPERTY, THE DEVELOPER'S FINANCING PLAN OR FINANCIAL CONDITION, OR THE BONDS, OTHER THAN STATEMENTS MADE BY THE DEVELOPER IN AN OFFICIAL RELEASE, OR FILED WITH THE MUNICIPAL SECURITIES RULEMAKING BOARD, ARE NOT AUTHORIZED BY THE DEVELOPER. THE DEVELOPER IS NOT RESPONSIBLE FOR THE ACCURACY, COMPLETENESS OR FAIRNESS OF ANY SUCH UNAUTHORIZED STATEMENTS.

THE DEVELOPER HAS NO OBLIGATION TO UPDATE THIS PERIODIC REPORT OTHER THAN AS EXPRESSLY PROVIDED IN THE DISCLOSURE CERTIFICATE.

Dated: \_\_\_\_\_

[John Mourier Construction, Inc.]

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 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 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](http://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 Issuer and Agent take no responsibility for the accuracy thereof.

\$ \_\_\_\_\_  
**CITY OF ROSEVILLE**  
**VILLAGES AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1**  
**(PUBLIC FACILITIES)**  
**SPECIAL TAX BONDS**  
**SERIES 2023**

**BOND PURCHASE AGREEMENT**

\_\_\_\_\_, 2023

City of Roseville  
Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)  
311 Vernon Street  
Roseville, California 95678

Ladies and Gentlemen:

The undersigned, Piper Sandler & Co., as underwriter (the “**Underwriter**”), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement (this “**Purchase Agreement**”) with the City of Roseville (the “**City**”) for its Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the “**Community Facilities District**”), which upon acceptance will be binding upon the Underwriter and the City. The agreement of the Underwriter to purchase the Bonds (as hereinafter defined) is contingent upon the City satisfying all of the obligations imposed upon it under this Purchase Agreement. This offer is made subject to the City’s acceptance by the execution of this Purchase Agreement and its delivery to the Underwriter at or before 11:59 p.m., California time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms used herein, which are not otherwise defined, shall have the meaning provided for such terms in the Fiscal Agent Agreement dated as of July 1, 2019, as supplemented and amended, including by a Supplemental Agreement No. 4 to Fiscal Agent Agreement dated as of August 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**”).

1. Purchase, Sale and Delivery of the Bonds.

A. Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein: the Underwriter hereby agrees to purchase from the City and the City hereby agrees to sell to the Underwriter all (but not less than all) of the \$\_\_\_\_\_ aggregate principal amount of the City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2023 (the “**Bonds**”), dated the Closing Date (as hereinafter defined), bearing interest at the rates and maturing on the dates and in the principal amounts set forth in Appendix A hereto.

B. The purchase price for the Bonds shall be \$\_\_\_\_\_ (being 100% of the aggregate principal amount thereof, less a net original issue discount of \$\_\_\_\_\_, less an Underwriter’s discount of \$\_\_\_\_\_).

The Underwriter agrees to make a bona fide initial public offering of all of the Bonds in compliance with federal and state securities laws, at a price not in excess of the initial offering prices

(or yields) set forth in Appendix A attached hereto and incorporated herein by reference. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices (or yields) as it deems necessary in connection with the offering of the Bonds, without any requirement of prior notice, provided that the Underwriter shall not change the interest rates set forth in Appendix A. The Bonds may be offered and sold to certain dealers at prices lower than such initial offering prices.

The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable from the Special Taxes and certain other amounts as provided in the Fiscal Agent Agreement, the Preliminary Official Statement (as hereinafter defined), and the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the “**Community Facilities District Act**” or the “**Act**”). The issuance of the Bonds has been duly authorized by the City pursuant to a resolution (the “**Resolution**”), adopted by its City Council (the “**City Council**”) on behalf of the Community Facilities District, on \_\_\_\_\_, 2022. The Bonds are being issued on a parity basis with the \$12,540,000 initial principal amount of City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2019 (the “**2019 Bonds**”), the \$9,835,000 initial principal amount of City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2020 (the “**2020 Bonds**”), the \$10,375,000 initial principal amount of City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2021 (the “**2021 Bonds**”) and the \$3,405,000 initial principal amount of City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2022 (the “**2022 Bonds**”).

The proceeds of the Bonds shall be used to (i) construct and acquire certain public facilities of benefit to the Community Facilities District, (ii) provide for a deposit to a debt service reserve account for the Bonds, [(iii) provide for capitalized interest through March 1, 2024], and (iv) pay costs of issuance of the Bonds.

C. The City hereby acknowledges that the Underwriter is entering into this Purchase Agreement in reliance on the representations, warranties and agreements made by the City on behalf of itself and on behalf of the Community Facilities District herein, and the City shall take all action necessary to enforce its rights hereunder for the benefit of the Underwriter and shall immediately notify the Underwriter if it becomes aware that any representation, warranty or agreement made by the City, on behalf of itself or on behalf of the Community Facilities District, herein is incorrect in any material respect.

D. The City acknowledges and agrees that: (i) the primary role of the Underwriter, as an underwriter, is to purchase securities for resale to investors in an arm’s-length commercial transaction between the City and the Underwriter and that the Underwriter has financial and other interests that differ from those of the City and the Community Facilities District; (ii) the Underwriter is not acting as a municipal advisor, financial advisor or fiduciary to the City, the Community Facilities District, or any other person or entity and has not assumed any advisory or fiduciary responsibility to the City or the Community Facilities District with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City or the Community Facilities District on other matters); (iii) the only obligations the Underwriter has to the City or the Community Facilities District with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement, except as otherwise provided by applicable rules and regulations of the Securities and Exchange Commission or the rules of the Municipal Securities Rulemaking Board (the “**MSRB**”); and (iv) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction

contemplated herein. The City acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the MSRB and acknowledges that it has engaged Hilltop Securities Inc. (the “**Municipal Advisor**”), as its municipal advisor (as defined in Securities and Exchange Commission Rule 15Ba1) and will rely solely on the Municipal Advisor for financial advice with respect to the Bonds.

E. Pursuant to the authorization of the City, the Underwriter has distributed copies of the Preliminary Official Statement dated \_\_\_\_\_, 2023, relating to the Bonds, which, together with the cover page, inside cover page and appendices thereto is herein called the “**Preliminary Official Statement**.” By its acceptance of this Purchase Agreement, the City hereby consents to and ratifies the use and distribution by the Underwriter of the Preliminary Official Statement, and the City agrees to execute a final official statement relating to the Bonds (the “**Official Statement**”) which will consist of the Preliminary Official Statement with such changes as may be made thereto, with the approval of Jones Hall, a Professional Corporation, Bond Counsel and Disclosure Counsel (herein called “**Bond Counsel**”), and the Underwriter, and to provide copies thereof to the Underwriter as set forth in Section 2(S) hereof. The City hereby authorizes and requires the Underwriter to use and promptly distribute, in connection with the offer and sale of the Bonds, the Preliminary Official Statement, the Official Statement and any supplement or amendment thereto. The City further authorizes the Underwriter to use and distribute, in connection with the offer and sale of the Bonds, the Fiscal Agent Agreement, this Purchase Agreement and all information contained herein, and all other documents, certificates and statements furnished by or on behalf of the City or the Community Facilities District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement. The Preliminary Official Statement and/or the Official Statement may be delivered and printed in a “designated electronic format” as defined in the MSRB’s Rule G-32 and as may be agreed to by the City and the Underwriter. The City confirms that it does not object to distribution of the Preliminary Official Statement or the Official Statement in electronic form. A copy of the most recent Preliminary Official Statement sent to a potential purchaser shall be sent by first class mail or electronically (or other equally prompt means) not later than the first business day following the day upon which each such request is received.

F. To assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the “**Rule**”), the City will undertake pursuant to the City Continuing Disclosure Certificate, in the form attached as an appendix to the Official Statement (the “**City Continuing Disclosure Certificate**”), to provide annual reports and notices of certain enumerated events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

G. Except as the Underwriter and the City may otherwise agree, the City will deliver to the Underwriter, at the offices of Bond Counsel in San Francisco, California, or at such other location as may be mutually agreed upon by the Underwriter and the City, the documents hereinafter mentioned; and the City will deliver to the Underwriter through The Depository Trust Company’s (“**DTC**”) FAST delivery system, the Bonds, in definitive form (all Bonds bearing CUSIP® numbers printed thereon), duly executed by the City and authenticated by the Fiscal Agent in the manner provided for in the Fiscal Agent Agreement and the Community Facilities District Act at 8:00 a.m. California time, on \_\_\_\_\_, 2023 (the “**Closing Date**”), and the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in paragraph (B) of this Section by wire transfer, payable in federal or other immediately available funds (such delivery and payment being herein referred to as the “**Closing**”). The Bonds shall be in fully registered book-entry form (which may be typewritten) and shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds, and the specimen Bonds will be made available for checking by the Underwriter not less than 5 days prior to the Closing.

H. Except as the City and the Underwriter may otherwise agree, the City will deliver to the Underwriter, at the offices of Bond Counsel in San Francisco, California, or at such other location as may be mutually agreed upon by the Underwriter and the City, the documents hereinafter mentioned on the Closing Date.

2. Representations, Warranties and Covenants of the Community Facilities District. The City represents, warrants and covenants to the Underwriter, on behalf of itself and the Communities Facilities District, as the case may be, that:

A. The City is a municipal corporation duly organized and validly existing pursuant to the Constitution and laws of the State of California (the “**State**”), has duly authorized the formation of the Community Facilities District pursuant to resolutions duly adopted by the City Council (the “**Community Facilities District Formation Resolution**”) and has duly authorized the annexation of certain parcels into the Community Facilities District pursuant to the Community Facilities District Formation Resolution and unanimous approvals authorized pursuant thereto (referred to herein as “**Annexation Resolutions**” and, together with the Resolution and the Community Facilities District Formation Resolution, the “**Community Facilities District Resolutions**”) and the Act. The City Council, as the legislative body of the Community Facilities District, has duly adopted the Community Facilities District Resolutions, has duly adopted a Resolution and Ordinance levying the Special Taxes (for all purposes herein, as such are defined in the Fiscal Agent Agreement) within the Community Facilities District (the “**Ordinance**”), and has caused to be recorded in the real property records of Placer County, a notice of special tax lien (the “**Notice of Special Tax Lien**”) (the Community Facilities District Formation Resolution, the Ordinance, the Annexation Resolutions and the 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 Community Facilities District is duly organized and validly existing as a community facilities district under the laws of the State. The City has, and at the Closing Date will have, as the case may be, full legal right, power and authority: (i) to execute, deliver and perform its obligations under this Purchase Agreement and the Fiscal Agent Agreement and to carry out all transactions contemplated by each of such agreements; (ii) to enter into the City Continuing Disclosure Certificate; and (iii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents, the Fiscal Agent Agreement, this Purchase Agreement and the Official Statement.

This Purchase Agreement, the Fiscal Agent Agreement, and the City Continuing Disclosure Certificate are collectively referred to herein as the “**City Documents**.”

B. By all necessary official action of the City, the City has duly authorized and approved the execution and delivery by the City of, and the performance by City of, the obligations on its part contained in, the City Documents and has approved the use and distribution by the Underwriter of the Preliminary Official Statement and the execution, use and distribution by the Underwriter of the Official Statement, and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. When executed and delivered by the parties thereto, the City Documents will constitute the legally valid and binding obligations of the City, on its own behalf and on behalf of the Communities Facilities District, enforceable upon the City and the Community Facilities District in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors’ rights generally. To the best of the City’s knowledge, the City has complied, and will at the Closing Date be in compliance in all respects, with the terms of the City Documents that are applicable to the City, and the Community Facilities District has complied,

and will at the Closing Date be in compliance in all respects, with the terms of the City Documents that are applicable to the Community Facilities District.

C. The information in the Preliminary Official Statement (other than statements pertaining to the book-entry system and under the headings “THE DISTRICT – Entitlements and Development,” as to which no view is expressed) as of its date was and as of the date hereof is, and in the Official Statement (other than statements pertaining to the book-entry system and under the headings “THE DISTRICT – Entitlements and Development,” as to which no view is expressed) as of its date is, true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and, upon delivery and up to and including 25 days after the End of the Underwriting Period (as defined in paragraph (D) below), the Official Statement will be amended and supplemented so as to contain no misstatement of any material fact or material omission of any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading.

D. Up to and including 25 days after the End of the Underwriting Period (as defined below), the City will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The City will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise materially affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds. As used herein, the term “End of the Underwriting Period” means the later of such time as: (i) the Bonds are delivered to the Underwriter; or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the End of the Underwriting Period shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the City at or prior to the Closing Date and shall specify a date (other than the Closing Date) to be deemed the “End of the Underwriting Period.” If in the opinion of the Underwriter any such event or proceedings requires the preparation and distribution of a supplement or amendment to the Official Statement, the City shall prepare and furnish to the Underwriter, at the City’s expense, such number of copies of the supplement or amendment to the Official Statement, in (i) a “designated electronic format” consistent with the requirements of the MSRB’s Rule G-32 and (ii) a printed format form in substance mutually agreed upon by the City and the Underwriter as the Underwriter may reasonably request. If such amendment or supplement to the Official Statement shall be made subsequent to the Closing Date, the City also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

E. As of the time of acceptance hereof and as of the Closing Date, the City and the Community Facilities District, as applicable, have each complied, and will at the Closing Date be in compliance in all material respects, with the Formation Documents and the City Documents, and any immaterial noncompliance by the City or the Community Facilities District, if any, will not impair the ability of the City or the Community Facilities District, as applicable, to carry out, give effect to or consummate the transactions contemplated by the foregoing. From and after the date of issuance of its Bonds, the City will continue to comply with the covenants of the City contained in the City Documents and it shall cause the Community Facilities District to continue to comply with the covenants of the Community Facilities District contained in the City Documents.



F. Except as described in the Preliminary Official Statement, neither the City nor the Community Facilities District is, and as of the Closing Date, neither will be, in any respect material to the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, as the case may be, is a party or is otherwise subject or bound; and, to the City's knowledge, no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have an adverse effect on the City's ability or the Community Facilities District's ability to perform their respective obligations under the City Documents; and as of such times, except as disclosed in the Official Statement, the authorization, execution and delivery of the City Documents and compliance with the provisions of each thereof, or the performance of the conditions precedent to be performed by the City pursuant to this Purchase Agreement, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the City or the Community Facilities District of their respective obligations under the City Documents or the performance of the conditions precedent to be performed by the City pursuant to this Purchase Agreement. The City has received all licenses, permits or other regulatory approvals required, if any, for the pledge, collection and/or application by the Community Facilities District of the Special Taxes (as defined in the Fiscal Agent Agreement) and other moneys pledged to the payment of the principal of and interest on the Bonds under the Fiscal Agent Agreement.

G. Except as may be required under the "blue sky" or other securities laws of any jurisdiction, all approvals, consents, authorizations, elections and orders of, or filings or registrations with, any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City or the Community Facilities District of their respective obligations under the City Documents, and the performance of the conditions precedent to be performed by the City pursuant to this Purchase Agreement, have been or will be obtained at the Closing Date and are or will be in full force and effect at the Closing Date.

H. At the time of acceptance hereof there is and as of the Closing there will be no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "**Action**") pending (notice of which has been served on the City or the Community Facilities District) or to the best knowledge of the City or the Community Facilities District threatened, in which any such Action: (i) in any way questions the powers of the City Council or the existence of the Community Facilities District or the titles of the officers of the City and/or the Community Facilities District to their respective offices; (ii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of the Bonds or the payment or collection of Special Taxes or any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City or the Community Facilities District contemplated thereby; (iii) contests the exclusion of interest on the Bonds from federal or State income taxation or contests the powers of the City or the Community Facilities District which may result in any material adverse change relating to the financial condition of the City or the Community Facilities District; (iv) except

as disclosed in the Official Statement, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the City or the Community Facilities District or would result in any material adverse change in the ability of the City to pledge or apply the Special Taxes or to pay debt service on the Bonds; or (v) contests the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserts that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and as of the time of acceptance hereof there is and, as of the Closing Date, there will be no known basis for any Action of the nature described in clauses (i) through (v) of this sentence.

I. The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter and at the expense of the Underwriter as the Underwriter may reasonably request in order: (i) to qualify the Bonds for offer and sale under the “blue sky” or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Underwriter may designate; and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds, provided; however, that the City will not be required to execute a special or general consent to service of process or qualify as a foreign corporation in connection with any such qualification in any jurisdiction.

J. The City Documents conform as to form and tenor to the descriptions thereof contained in the Preliminary Official Statement. The City represents that the Bonds, when issued, executed and delivered in accordance with the Fiscal Agent Agreement and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City, entitled to the benefits of the Fiscal Agent Agreement. The City and the Community Facilities District will each comply with the covenant in the Fiscal Agent Agreement to cause the Special Taxes to be levied and collected at the same time and in the same manner as ordinary *ad valorem* property taxes. The Fiscal Agent Agreement creates a valid pledge of, first lien upon and security interest in, the Special Taxes, and in the moneys in the Special Tax Fund established pursuant to the Fiscal Agent Agreement, on the terms and conditions set forth in the Fiscal Agent Agreement. The Fiscal Agent Agreement creates a valid pledge of the moneys in certain funds and accounts established pursuant to the Fiscal Agent Agreement, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein.

K. Except as disclosed in the Preliminary Official Statement, there are, to the best of the City’s knowledge, no entities with outstanding assessment liens against any of the properties within the Community Facilities District which are senior to or on a parity with the Special Taxes.

L. The issuance and sale of the Bonds is not subject to any transfer or other documentary stamp taxes of the State or any political subdivision thereof.

M. The City shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from State of California personal income tax, of the interest on the Bonds. The City has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the City is a bond issuer whose arbitrage certifications may not be relied upon.

N. Any certificate signed on behalf of the Community Facilities District by any officer or employee of the City authorized to do so and delivered to the Underwriter in connection with

the issuance and sale of the Bonds shall be deemed to be a representation and covenant by the Community Facilities District to the Underwriter as to the statements made therein.

O. The City will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement and as described in the Official Statement.

P. At or prior to the Closing, the City will have duly authorized, executed and delivered the City Continuing Disclosure Certificate. Based on a review of previous undertakings, the Preliminary Official Statement and the Official Statement describe the instances in which the City has failed to comply with any previous undertakings with regard to the Rule to provide annual reports or notices of enumerated events in the last five years.

Q. Between the date of this Purchase Agreement and the date of Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money not previously disclosed to the Underwriter and the City shall not create, assume or guarantee any indebtedness payable from, or pledge or otherwise encumber, the Special Taxes or other assets, properties, funds or interests that will be pledged as security for the Bonds pursuant to the City Documents.

R. Until such time as moneys have been set aside in an amount sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon and premium, if any, to maturity or to the date of redemption if redeemed prior to maturity, the City will faithfully perform and abide by all of the covenants, undertakings and provisions contained in the Fiscal Agent Agreement.

S. The Preliminary Official Statement was deemed final by a duly authorized officer of the City prior to its delivery to the Underwriter, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of the Rule. The City hereby covenants and agrees that, within seven (7) business days from the date hereof, or upon reasonable written notice from the Underwriter within sufficient time to accompany any confirmation requesting payment from any customers of the Underwriter, the City shall cause a final electronic and/or printed form of the Official Statement as set forth in Section 1 above to be delivered to the Underwriter in sufficient quantity to comply with paragraph (b)(4) of the Rule and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board.

T. The City hereby approves the preparation and distribution of the Official Statement, consisting of the Preliminary Official Statement with such changes as are noted thereon and as may be made thereto, with the approval of Bond Counsel and the Underwriter from time to time prior to the Closing Date.

U. The issuance of the Bonds complies with the City's "Goals and Policies Concerning Use of Mello-Roos Community Facilities Act of 1982," pursuant to Section 53312.7 of the Act.

V. The City hereby ratifies any prior use of and authorizes the future use by the Underwriter, in connection with the offering and sale of the Bonds, of the Preliminary Official Statement, the Official Statement, this Purchase Agreement and all information contained herein, and all other documents, certificates and written statements furnished by the City to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

The execution and delivery of this Purchase Agreement by the City shall constitute a representation by the City to the Underwriter that the representations and warranties contained in this Section 2 with respect to the City and the Community Facilities District are true as of the date hereof.

3. Conditions to the Obligations of the Underwriter. The obligation of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties on the part of the City, on its own behalf and on behalf of the Community Facilities District, contained herein, to the accuracy in all material respects of the statements of the officers and other officials of the City and the Community Facilities District made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City and the Community Facilities District of their obligations to be performed hereunder at or prior to the Closing Date and, to the following additional conditions:

A. At the Closing Date, the Community Facilities District Resolutions, the Formation Documents, and the City Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds, and with the transactions contemplated thereby, and by this Purchase Agreement, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate.

B. At the Closing Date, except as was described in the Preliminary Official Statement, neither the City nor the Community Facilities District shall be, in any respect material to the Bonds, the City Documents or the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, respectively, is a party or is otherwise subject or bound, and the performance by the City or the Community Facilities District, respectively, of its obligations under the Bonds, the City Documents, the Community Facilities District Resolutions, this Purchase Agreement and any other instruments contemplated by any of such documents, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States of America or of any department, division, agency or instrumentality of either thereof or under any applicable court or administrative decree or order or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, respectively, is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the City or the Community Facilities District, respectively, of its obligations under the City Documents, the Bonds or the Community Facilities District Resolutions.

C. The information contained in the Official Statement is, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant hereto, true and correct in all material respects and does not, as of the Closing Date or as of the date of any supplement or amendment thereto, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

D. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Purchase Agreement by written notice to the City if, between the date of

this Purchase Agreement and the Closing Date, in the Underwriter's sole and reasonable judgment any of the following events shall occur (each a "**Termination Event**"):

1. Between the date hereof and the Closing Date, the market price or marketability, at the initial offering prices set forth on the cover page of the Official Statement, of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

a. Legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or the legislature of the State or recommended to the Congress by the President of the United States of America or a member of the President's Cabinet, the Department of the Treasury, the Internal Revenue Service or any member of Congress or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration, or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department of the United States of America, the Internal Revenue Service or other federal or State authority with appropriate jurisdiction, with the purpose or effect, directly or indirectly, of imposing federal or State income taxation upon such interest as would be received by any owners of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

b. Legislation introduced in or enacted (or resolution passed) by the Congress, or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States of America or a member of the President's Cabinet, or an order, decree, injunction or decision issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, the Resolution or the City Documents, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities laws as amended and then in effect;

c. A general suspension of trading in securities on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction;

d. There shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis;

e. Except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the City or the Community Facilities District shall have occurred;

2. The introduction, proposal or enactment of any amendment to the federal or California Constitution or any action by any federal or State court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City or the Community Facilities District, their property, income, securities (or interest thereon), the validity or enforceability of Special Taxes;

3. Any event occurring or information becoming known which, in the judgment of the Underwriter, makes untrue or incorrect in any material respect any statement or information contained in the Preliminary Official Statement or in the Official Statement or has the effect that the Preliminary Official Statement or the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

4. A general banking moratorium shall have been declared by federal, State of New York or State of California officials authorized to do so or a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

5. Any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation in interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the Comptroller of the Currency, the Securities and Exchange Commission or any other federal or State agency or the Congress of the United States of America, or by Executive Order;

6. A decision by a court of the United States of America shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds as contemplated by this Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act of 1933, the Securities Exchange Act of 1934 and the Trust Indenture Act of 1939;

7. Any proceeding shall have been commenced or be threatened in writing by the Securities and Exchange Commission against the City or the Community Facilities District.

8. The commencement of an Action described in Section 2(H).

Upon the occurrence of a Termination Event and the termination of this Purchase Agreement by the Underwriter, all obligations of the City, the Community Facilities District, and the Underwriter under this Agreement shall terminate, without further liability, except that the City and the Underwriter shall pay their respective expenses as set forth in Section 6 below.

E. At or prior to the Closing Date, the Underwriter shall have received a counterpart original or certified copy of the following documents, in each case satisfactory in form and substance to the Underwriter:

1. Official Statement. The Official Statement and each supplement or amendment, if any thereto, executed by an authorized officer of the City;

2. Fiscal Agent Agreement. The Fiscal Agent Agreement, duly executed and delivered by the City and the Fiscal Agent;

3. Resolutions. Certifications by the City Clerk with respect to each resolution and ordinance of the City Council, for the City or as the legislative body of the Community Facilities District, relating to the City Documents, the transactions contemplated thereby, formation of the Community Facilities District and issuance of the Bonds;

4. City Continuing Disclosure Certificate. The City Continuing Disclosure Certificate executed and delivered by the City;

5. Bond Counsel Opinion. An unqualified approving opinion for the Bonds, dated the Closing Date and addressed to the City, of Bond Counsel, to the effect that the Bonds are the valid, legal and binding obligations of the City and that the interest thereon is excluded from gross income for federal income tax purposes and exempt from personal income taxes of the State, in substantially the form included as Appendix D to the Official Statement, together with a letter of Bond Counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

6. Supplemental Opinion. A supplemental opinion or opinions, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, to the effect that:

(i) this Purchase Agreement has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the other parties thereto, constitutes the legal, valid and binding agreement of the City and is enforceable in accordance with its terms, except to the extent that enforceability may be limited by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting creditors' rights generally or by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases and by limitations on legal remedies against public agencies in the State;

(ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(iii) the information contained in the Official Statement on the cover and under the captions "THE BONDS" (other than by reference Appendix G – DTC AND THE BOOK ENTRY SYSTEM), "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS," "LEGAL OPINION," "TAX MATTERS" and in Appendices D and F to the Official Statement (excluding any financial, statistical and economic data, forecasts, numbers, charts, graphs, estimates, projections, and assumptions and any information regarding The Depository Trust Company and the book-entry system as to which Bond Counsel need express no opinion or view, and further, excluding any material that may be treated as included under such captions by cross-reference), are accurate

insofar as such statements purport to summarize certain provisions of the Bonds, the Fiscal Agent Agreement, Bond Counsel's final approving opinion and the Community Facilities District Act; and

(iv) the Community Facilities District has been duly formed, and the Special Taxes have been duly and validly levied in accordance with the provisions of the Act and, except to the extent prohibited by moratorium, bankruptcy, reorganization, fraudulent conveyance or transfer, insolvency or other similar laws affecting creditors' rights generally, a lien to secure payment of the Special Taxes has been imposed on taxable property in the Community Facilities District;

7. City Attorney Opinion. An opinion, dated the Closing Date and addressed to the Underwriter and Trustee, of the City Attorney to the City and counsel to the Community Facilities District, substantially in the form of Appendix B hereto;

8. Closing Certificate of the City. A certificate, dated the Closing Date, and signed by an authorized officer of the City substantially in the form of Appendix C hereto, together with such additional certifications as Bond Counsel may require;

9. Bank Incumbency Certificate. Certified copies of the general resolution of the Fiscal Agent authorizing the execution and delivery of certain documents by certain officers of the Fiscal Agent, which resolution authorizes the execution of the Fiscal Agent Agreement and the authentication of the Bonds;

10. Fiscal Agent's Certificate. A certificate of the Fiscal Agent, dated the Closing Date, in form and substance acceptable to the Underwriter and its counsel, substantially in the form of Appendix D hereto;

11. Fiscal Agent's Counsel Opinion. An opinion of counsel to the Fiscal Agent, dated the Closing Date, addressed to the Underwriter and the City, substantially in the form of Appendix E hereto;

12. Disclosure Counsel Opinion. An opinion, dated the Closing Date and addressed to the Underwriter and to the City, of Jones Hall, a Professional Corporation, as disclosure counsel ("**Disclosure Counsel**"), in form and substance acceptable to the Underwriter;

13. Opinion of Underwriter's Counsel. An opinion of Kutak Rock LLP, counsel to the Underwriter, dated the date of the Closing, addressed to the Underwriter, in form and substance acceptable to the Underwriter;

14. Special Tax Consultant Certificate. A certificate, dated the Closing Date from Willdan Financial Services substantially in the form attached as Appendix F hereto;

15. Transcript. A transcript of all proceedings relating to the authorization, issuance, sale and delivery of the Bonds, including certified copies of the Fiscal Agent Agreement and all resolutions of the City and the Community Facilities District relating thereto;

16. Nonarbitrage Certificate. A certificate of the City, dated the Closing Date, in a form acceptable to Bond Counsel and the Underwriter, that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

17. Specimen Bonds. Copies of the Specimen Bonds;



18. Issue Price Certificate. An issue price certificate of the Underwriter in the form attached as Appendix K hereto;

19. Certificate of Underwriter. A certificate from the Underwriter to the City, in form satisfactory to the City and signed by an authorized officer of the Underwriter, accepting delivery of the Bonds to the Underwriter and receipt of all documents required by the Underwriter, and the satisfaction or waiver of all conditions and terms of this Purchase Agreement by the City, and confirming to the City that as of the Closing Date, all of the representations of the Underwriter contained in this Purchase Agreement are true, complete and correct in all material respects;

20. Form 8038-G. An Information Return for Tax-Exempt Bond Issues (Internal Revenue Service Form 8038-G), in a form satisfactory to Bond Counsel for filing, executed by a duly authorized officer of the City, together with evidence that such Form 8038-G has been mailed;

21. CDIAC Statements. Copies of filings with the California Debt and Investment Advisory Commission relating to the issuance of the Bonds;

22. Letter of Representations. A copy of the Blanket Letter of Representations to DTC relating to the Bonds signed by the City;

23. Certificate Regarding Preliminary Official Statement. Prior to and in connection with printing and distribution of the Preliminary Official Statement, (i) an executed certificate of the City, and (ii) an executed certificate of John Mourier Construction, Inc. (“**JMC Homes**” or the “**Property Owner**”) in the form under Appendix G hereto.

24. Property Owner Continuing Disclosure Certificate. An executed copy of the Property Owner Continuing Disclosure Certificate from JMC Homes in the form included as an appendix to the Official Statement.

25. Property Owner Bring-Down Certificate. An executed bring-down certificate from JMC Homes, dated as of the Closing Date, in forms and substance as set forth in Appendix H hereto.

26. Property Owner Counsel Opinion. The opinion of counsel to JMC Homes in the form attached under Appendix I hereto, addressed to the City and the Underwriter.

27. Appraiser Closing Certificate. A certificate in form and substance as set forth in Appendix J hereto of Integra Realty Resources, the appraiser of the property within the Community Facilities District, dated as of the Closing Date.

28. Richmond American Certificates. A certificate from Richmond American Homes of Maryland, Inc. (“**Richmond American**”), dated the date of the Preliminary Official Statement, in a form acceptable to Bond Counsel and the Underwriter, that the information in the Preliminary Official Statement under the captions “THE DISTRICT” and “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT” describing (i) Richmond American, (ii) the property being developed by Richmond American within the Community Facilities District (the “**Property**”), (iii) Richmond American’s development plan and financing plan for its Property and (iv) the status of development of its Property does not contain any untrue statement of a material fact and does not omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and a certificate of Richmond

American dated the Closing Date, in a form acceptable to Bond Counsel and the Underwriter, that the information in the Official Statement under the captions “THE DISTRICT” and “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT” describing (i) Richmond American, (ii) the Property being developed by Richmond American within the Community Facilities District, (iii) Richmond American’s development plan and financing plan for its Property and (iv) the status of development of its Property did not, as of the date of the Official Statement, and as of the Closing Date, does not contain any untrue statement of a material fact, and did not, as of the date of the Official Statement, and as of the Closing Date, does not omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

29. Parity Bonds Certificate. A certificate in form and substance required pursuant to the Fiscal Agent Agreement regarding the issuance of the Bonds as Additional Bonds on a parity with the 2019 Bonds, 2020 Bonds, 2021 Bonds and 2022 Bonds.

30. Additional Documents. Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the material representations and warranties of the City, on its own behalf and on behalf of the Community Facilities District, contained herein, and of the statements and information contained in the Official Statement and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City and the Community Facilities District in connection with the transactions contemplated hereby and by the Fiscal Agent Agreement and the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the City nor the Underwriter shall be under any further obligation hereunder, except that the respective obligations of the Underwriter and the City set forth in Section 6 hereof shall continue in full force and effect.

4. Representations and Agreements of the Underwriter. The Underwriter represents to and agrees with the City that:

A. The Underwriter is duly authorized to execute and deliver this Purchase Agreement and to take any action under the Purchase Agreement required to be taken by it.

B. The Underwriter is in compliance with MSRB Rule G-37 with respect to the City and the Community Facilities District, and is not prohibited thereby from acting as underwriter with respect to securities of the City and the Community Facilities District. The Underwriter is in compliance with MSRB Rule G-17 with respect to the City and the Community Facilities District.

C. The Underwriter has, and has had, no financial advisory relationship with the City or the Community Facilities District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship, within the meaning of California Government Code Section 53590, or otherwise.

D. The Underwriter has not paid or agreed to pay, nor will it pay or agree to pay, any entity, company, firm or person (including, but not limited to, the City’s financial consultants, or any officer, agent or employee thereof), other than a bona fide officer, agent or employee working for

the Underwriter, any compensation, fee, gift or other consideration contingent upon or resulting from the award of or entering into this Purchase Agreement.

E. The Underwriter has reasonably determined that the City's undertaking in the City Continuing Disclosure Certificate to provide continuing disclosure with respect to the Bonds is sufficient to effect compliance with the Rule.

5. Establishment of Issue Price.

A. The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix K, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

B. Except as otherwise set forth in Appendix A attached hereto, the City will treat the first price at which 10% of each maturity of the Bonds (the "**10% test**") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

C. The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "**initial offering price**"), or at the corresponding yield or yields, set forth in Appendix A attached hereto. Appendix A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the Underwriter represents that (i) the 10% test has been satisfied (assuming orders are confirmed by the close of the business day immediately following the date of this Purchase Agreement) and (ii) the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "**hold-the-offering-price rule**"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- a. the close of the fifth (5th) business day after the sale date; or
- b. the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

D. The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

E. The City acknowledges that, in making the representation set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds,

including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

F. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

a. “public” means any person other than an underwriter or a related party;

b. “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

c. a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

d. “sale date” means the date of execution of this Purchase Agreement by all parties.

6. Expenses.

A. Whether or not the Underwriter accepts delivery of and pays for the Bonds as set forth herein, it shall be under no obligation to pay, and the City shall pay out of the proceeds of the Bonds or any other legally available funds of the City, all expenses incidental to the performance of the City’s obligations hereunder, including but not limited to the cost of printing and delivering the Bonds to the Underwriter; the costs of printing and shipping the Preliminary Official Statement and the Official Statement; the fees and disbursements of the City, the Community Facilities District, the Fiscal Agent, Bond Counsel, Disclosure Counsel, accountants and any other experts or consultants retained by the City or the Community Facilities District in connection with the issuance and sale of the Bonds; and any other expenses not specifically enumerated in paragraph (B) of this Section incurred in connection with the issuance and sale of the Bonds.

B. Whether or not the Bonds are delivered to the Underwriter as set forth herein, the City shall be under no obligation to pay, and the Underwriter shall be responsible for and pay, CUSIP® and CDIAC fees and expenses to qualify the Bonds for sale under any “blue sky” laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds not specifically enumerated in paragraph (A) of this Section, including the fees and disbursements of its counsel.

7. Undertakings of the City. The City agrees: (a) to inform the Underwriter, from time to time, upon the reasonable request of the Underwriter, of the amount then on deposit in the Reserve Fund and all accounts thereunder; and (b) to make available to the Underwriter, upon reasonable request of the Underwriter, at the expense of the City, sufficient copies of its audited financial statements, if any, and any resolutions of its legislative body with respect to the Community Facilities District Resolutions, the Bonds, the Fiscal Agent Agreement, the Official Statement, any amendments or supplements thereto, and other documents relating to the Bonds and pertaining to the City or the Community Facilities District adopted or executed, as the case may be, after the Closing Date, to the extent that such documents are publicly available.

8. Notices. Any notice of other communication to be given to the City under this Purchase Agreement may be given by delivering the same in writing to the City of Roseville, 311 Vernon Street, Roseville, California 95678, Attention: Finance Director; any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Piper Sandler & Co., 2321 Rosecrans Ave., Suite 3200, El Segundo, California 90245 Attention: Public Finance. All such notices, requests or other communications may be made by telephone, personal or courier delivery, registered or certified mail, facsimile transmission or electronic communication, provided that delivery by facsimile transmission or electronic communication must be confirmed by the sender. The City and the Underwriter may, by notice given as aforesaid, specify a different address for any such notices, requests or other communications.

9. Parties In Interest. This Purchase Agreement is made solely for the benefit of the City and the Underwriter (including any successors or assignees of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. The City and the Underwriter may not assign this Agreement. The term "successor" shall not include any holder of any Bonds merely by virtue of such holding.

10. Survival of Representations and Warranties. The representations and warranties of the City under this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City or the Community Facilities District and regardless of delivery of and payment for the Bonds.

11. Severability. If any provision of this Purchase Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, because it conflicts with any provisions of any constitution, statute, rule of public policy or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatsoever.

12. Execution in Counterparts. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

13. Effective. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

14. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understanding between the parties hereto in relation to the sale of the Bonds by the City.

15. Governing Law. This Purchase Agreement shall be governed by the laws of the State.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

16. Effective Date. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

Very truly yours,  
**PIPER SANDLER & CO.**

By: \_\_\_\_\_  
Its: Authorized Officer

The foregoing is hereby agreed to and  
accepted as of the date first above written:

**CITY OF ROSEVILLE**

By: \_\_\_\_\_  
Authorized Representative

Time of Execution: \_\_\_\_\_ p.m. California time

**[EXECUTION PAGE OF BOND PURCHASE AGREEMENT – CITY OF ROSEVILLE  
VILLAGES AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC  
FACILITIES) SPECIAL TAX BONDS, SERIES 2023]**



**APPENDIX A**

\$ \_\_\_\_\_

**CITY OF ROSEVILLE  
VILLAGES AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1  
(PUBLIC FACILITIES)  
SPECIAL TAX BONDS  
SERIES 2023**

**MATURITY SCHEDULE**

| <b>Maturity<br/>(September 1)</b> | <b>Principal<br/>Amount</b> | <b>Interest<br/>Rate</b> | <b>Yield</b> | <b>Price</b> | <b>10% Test<br/>Satisfied*</b> | <b>10% Test<br/>Not<br/>Satisfied</b> | <b>Subject to<br/>Hold-The-<br/>Offering-Price<br/>Rule<br/>(marked if<br/>used)</b> |
|-----------------------------------|-----------------------------|--------------------------|--------------|--------------|--------------------------------|---------------------------------------|--------------------------------------------------------------------------------------|
| 2024                              |                             |                          |              |              |                                |                                       |                                                                                      |
| 2025                              |                             |                          |              |              |                                |                                       |                                                                                      |
| 2026                              |                             |                          |              |              |                                |                                       |                                                                                      |
| 2027                              |                             |                          |              |              |                                |                                       |                                                                                      |
| 2028                              |                             |                          |              |              |                                |                                       |                                                                                      |
| 2029                              |                             |                          |              |              |                                |                                       |                                                                                      |
| 2030                              |                             |                          |              |              |                                |                                       |                                                                                      |
| 2031                              |                             |                          |              |              |                                |                                       |                                                                                      |
| 2032                              |                             |                          |              |              |                                |                                       |                                                                                      |
| 20__ <sup>(T)</sup>               |                             |                          |              |              |                                |                                       |                                                                                      |
| 20__ <sup>(T)</sup>               |                             |                          |              |              |                                |                                       |                                                                                      |
| 20__ <sup>(T)</sup>               |                             |                          |              |              |                                |                                       |                                                                                      |

<sup>(T)</sup> Term Bond.

<sup>(C)</sup> Priced to optional call at [par] on September 1, 20\_\_.

\* At the time of execution of this Purchase Agreement and assuming orders are confirmed by the close of the business day immediately following the date of this Purchase Agreement.

## APPENDIX B

### OPINION OF CITY ATTORNEY

[Closing Date]

Piper Sandler & Co.  
El Segundo, California

U.S. Bank Trust Company, National Association  
San Francisco, California

City of Roseville  
Villages at Sierra Vista Community Facilities District  
No. 1  
(Public Facilities)  
Roseville, California

**Re: City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2023**

Ladies and Gentlemen:

We have acted as City Attorney for the City of Roseville (the “City”) and counsel for the Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the “Community Facilities District”), in connection with the purchase and sale of the City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2023 (the “Bonds”). As such Counsel, we have reviewed the Bond Purchase Agreement, dated [BPA Date] (the “Purchase Agreement”), by and between Piper Sandler & Co. (the “Underwriter”) and the City, the Fiscal Agent Agreement dated as of July 1, 2019, as supplemented and amended, including by a Supplemental Agreement No. 4 to Fiscal Agent Agreement dated as of August 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 City Continuing Disclosure Certificate, dated [Closing Date], by and between the Fiscal Agent and the City (the “City Continuing Disclosure Certificate”), the Preliminary Official Statement, dated [POS Date], relating to the Bonds (the “Preliminary Official Statement”), the Official Statement, dated [BPA Date], relating to the Bonds (the “Official Statement”), Resolution No. \_\_\_\_\_ adopted by the City Council of the City on \_\_\_\_\_, 2023 (“Bond Resolution”), and such other documents, certificates, records and papers as we have deemed necessary to render the below opinions.

The Bonds, Fiscal Agent Agreement, Purchase Agreement, and the City Continuing Disclosure Certificate, are collectively referred to herein as the “Bond Documents.” Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Purchase Agreement.

With your permission we have assumed, without undertaking to verify the same by independent investigation, the following: (a) the authenticity of original documents and the genuineness of all signatures (other than those of the City and the Community Facilities District); (b) the conformity to the originals of all documents submitted to us as copies; (c) the truth, accuracy, and completeness of the information, representations, and warranties contained in these documents, certificates, records and papers we have reviewed; and (d) compliance with all covenants and agreements contained in such documents.

Based on the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The City is a municipal corporation duly organized and validly existing pursuant to the Constitution and laws of the State of California;

2. The Community Facilities District is duly organized and validly existing as a community facilities district under the Constitution and laws of the State;

3. The Bond Resolution and the Annexation Resolutions were duly adopted at a meeting of the City Council, which meeting was duly called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout;

4. The preparation and distribution of the Preliminary Official Statement and the Official Statement have been duly approved by the City Council, acting for itself or as the Legislative Body of the Community Facilities District;

5. The execution and delivery by the City of the Bond Documents, and the Bonds and the performance of its obligations thereunder have been duly authorized by all requisite action of the City Council, acting for itself or as the Legislative Body of the Community Facilities District, and the Bonds and the Bond Documents have been duly executed and delivered by the Community Facilities District, and constitute legal, valid and binding obligations of the Community Facilities District enforceable against the Community Facilities District, in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought;

6. To the best of our knowledge, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending or to the best of such counsel's knowledge, threatened in any way affecting the existence of the City or the Community Facilities District or the titles of the officers of each to their respective offices, or seeking to restrain or to enjoin the execution and delivery of the Bond Documents, or the issuance, sale or delivery of the Bonds or the application of the proceeds thereof or the collection or application of the Special Taxes, or the exclusion from gross income for State personal income taxes of interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Bond Documents or any action of the City or the Community Facilities District contemplated by any of said documents or in any way contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or the powers of the City or its authority with respect to the Purchase Agreement or any other applicable agreement, or any action on the part of the City or the Community Facilities District contemplated by any of said documents;

7. To the best of our knowledge, the City and the Community Facilities District are not in breach of or in default under any court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District is a party or is otherwise subject or bound, including the Bond Documents, a consequence of which could be to materially and adversely affect the ability of the City or the Community Facilities District to perform their obligations under the Bonds, the Bond Documents or which, with the passage of time or the giving of notice or both, would constitute an event of default thereunder; and;

8. To the best of our knowledge, the adoption of the Bond Resolution and the execution and delivery of the Bonds and the Bond Documents, did not and will not conflict with or constitute a breach of or default under any applicable court or administrative decree or order, or under any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, as the case may be, is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of City or the Community Facilities District to perform their obligations under the Bonds or any Bond Documents.

The opinions set forth above are subject to the following additional qualifications:

General principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law; and limitations imposed by bankruptcy, insolvency, fraudulent conveyance, receivership, conservatorship, reorganization, arrangement, liquidation, moratorium or other similar laws affecting the enforcement of creditors' rights in general heretofore or hereafter enacted, as such laws may be applied in the event of bankruptcy, insolvency, reorganization, arrangement, receivership, conservatorship, liquidation, readjustment of debt or other similar proceedings of, or moratorium or similar occurrence affecting municipal corporations in the State.

We express no opinion as to matters governing by laws other than the laws of the State and the federal laws of the United States of America, or the enforceability of any choice of law provision in the documents described herein.

This opinion is solely for your benefit in connection with the transactions covered by the first paragraph of this letter and may not be relied upon or used by, circulated, quoted or referred to, nor may copies hereof be delivered to, any other person or for any other purpose without our prior written approval; provided, however, copies of this opinion may be included in the closing transcripts for the transactions connected with the issuance of the Bonds. We disclaim any obligation to update this opinion letter for events occurring or coming to our attention after the date hereof.

Respectfully submitted,

## **APPENDIX C**

### **CITY OF ROSEVILLE VILLAGES AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES) SPECIAL TAX BONDS SERIES 2023**

#### **CLOSING CERTIFICATE OF THE CITY**

I, the undersigned, hereby certify that I am the \_\_\_\_\_ of the City of Roseville (the “City”), the City Council (the “City Council”) of which is the Legislative Body for Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the “Community Facilities District”), a community facilities district duly organized and existing under the laws of the State of California (the “State”) and I am authorized to execute this Certificate on behalf of the City in connection with the issuance of the above-captioned bonds (the “Bonds”). All capitalized terms herein not otherwise defined shall have the meanings given such terms in the Bond Purchase Agreement (the “Bond Purchase Agreement”), dated [BPA Date], by and between the City and Piper Sandler & Co.

I further certify on behalf of the City that:

(i) The representations, warranties and covenants of the City contained in the Bond Purchase Agreement, made on behalf of the City and the Community Facilities District, are true and correct in all material respects on and as of the date hereof as if made on the date hereof;

(ii) The Community Facilities District Resolutions, Formation Documents and the City Documents are in full force and effect and have not been amended, modified or supplemented;

(iii) Except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity, or by any court or regulatory agency, public board or body pending, with respect to which the City or the Community Facilities District has been served with process, or to the best knowledge of the City or the Community Facilities District, threatened wherein an unfavorable decision, ruling or finding would: (a) affect the creation, organization, existence or powers of the City or the Community Facilities District, or the titles of their officers to their respective offices, (b) enjoin or restrain the issuance, sale and delivery of the Bonds, the levy or collection of the Special Taxes or any other moneys or property pledged or to be pledged under the Fiscal Agent Agreement, or the pledge thereof, (c) in any way question or affect any of the rights, powers, duties or obligations of the City or the Community Facilities District with respect to the Special Taxes or moneys and assets pledged or to be pledged to pay the principal of, premium, if any, or interest on the Bonds, (d) in any way question or affect any authority for the issuance of the Bonds, or the validity or enforceability of the Bonds or the proceedings relating to the issuance of the Bonds, or (e) in any way question or affect the Bond Purchase Agreement or the transactions contemplated thereby, the Official Statement or the City Documents;

(iv) The information in the Preliminary Official Statement (other than statements pertaining to the book-entry system and under the headings “THE DISTRICT – Entitlements and Development,” as to which no view is expressed) as of its date was and as of the date hereof is, and in the Official Statement (other than statements pertaining to the book-entry system and under the headings “THE DISTRICT – Entitlements and Development,” as to which no view is expressed) as of its date was and

as of the date hereof is, true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(v) The City has complied with all agreements and covenants, and satisfied all conditions, on its part to be complied with or satisfied under the Bond Purchase Agreement and under the Community Facilities District Resolutions, the Formation Documents, the City Documents and the Official Statement at or prior to the date hereof;

(vi) No event has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the date hereof any statement or information contained in the Preliminary Official Statement or the Official Statement (other than statements pertaining to the book-entry system and under the headings “THE DISTRICT – Entitlements and Development,” as to which no view is expressed) or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect;

(vii) The use of and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offer and sale of the Bonds is hereby ratified; and

(viii) The City and the Community Facilities District are each in compliance with all covenants set forth in the Fiscal Agent Agreement.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date set forth below.

Dated: [Closing Date]

CITY OF ROSEVILLE

By: \_\_\_\_\_

Its: \_\_\_\_\_

## **APPENDIX D**

### **FISCAL AGENT'S CERTIFICATE**

The undersigned is an authorized officer of U.S. Bank Trust Company, National Association (the "Bank"), and as such, is familiar with the facts herein certified and is authorized and qualified to state and certify the following:

(i) The Bank is duly organized and existing as a national banking association under the laws of the United States of America, having the full power and authority to accept and perform its duties under the Fiscal Agent Agreement dated as of July 1, 2019, as supplemented and amended, including by a Supplemental Agreement No. 4 to Fiscal Agent Agreement dated as of August 1, 2023 (collectively, the "Fiscal Agent Agreement") by and between the City the Bank. Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Bond Purchase Agreement, dated [BPA Date], by and between the City and Piper Sandler & Co.;

(ii) Pursuant to the Fiscal Agent Agreement, the Bank will apply the proceeds from the Bonds to the purposes specified in the Fiscal Agent Agreement;

(iii) The Bank is duly authorized to accept the obligations created by the Fiscal Agent Agreement and to authenticate the Bonds pursuant to the terms of the Fiscal Agent Agreement;

(iv) The Fiscal Agent Agreement has been duly authorized, executed and delivered by the Bank and, assuming due authorization, execution and delivery thereof by the other parties thereto, constitutes a valid and binding agreement of the Bank enforceable against the Bank in accordance with its terms;

(v) The Bonds have been validly authenticated and delivered by the Bank pursuant to the Fiscal Agent Agreement;

(vi) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Bank that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Bank of the other transactions contemplated to be performed by the Bank in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Fiscal Agent Agreement;

(vii) To the knowledge of the Fiscal Agent, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body that has been served on the Bank or, threatened in any way affecting the existence of the Bank, or seeking to restrain or to enjoin the execution and delivery of the Fiscal Agent Agreement or the authentication of the Bonds, by the Bank, or in any way contesting or affecting the validity or enforceability, as against the Bank, of the Fiscal Agent Agreement or any action of the Bank contemplated by any of said documents, or in which an adverse outcome would materially and adversely affect the ability of the Bank to perform its obligations under the Fiscal Agent Agreement;

(viii) The Bank is not in breach of or in default under any applicable law or administrative rule or regulation of the State of California (the "State") or the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable

court or administrative decree or order, or under any material agreement or other material instrument to which the Bank is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of the Bank to perform its obligations under the Fiscal Agent Agreement (*provided, however*, that the Bank does not certify as to compliance with State or federal securities laws); and

(ix) The authentication of the Bonds, and the execution and delivery of the Fiscal Agent Agreement by the Bank, and compliance with the provisions of each, will not conflict in any material respect with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State or the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any material agreement or other material instrument to which the Bank is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of the Bank to perform its obligations under the Fiscal Agent Agreement.

Dated: [Closing Date]

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION,  
as Fiscal Agent

By: \_\_\_\_\_  
Authorized Officer



**APPENDIX E**  
**FISCAL AGENT’S COUNSEL OPINION**

[Closing Date]

City of Roseville  
Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)  
Roseville, California 95678

Piper Sandler & Co.  
2321 Rosecrans Ave., Suite 3200  
El Segundo, California 90245

**Re:     City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2023**

Ladies and Gentlemen:

We have acted as counsel for U.S. Bank Trust Company, National Association, a national banking association (the “Bank”) in connection with the execution by the Bank of the Fiscal Agent Agreement dated as of July 1, 2019, as supplemented and amended, including by a Supplemental Agreement No. 4 to Fiscal Agent Agreement dated as of August 1, 2023 (collectively, the “Fiscal Agent Agreement”) by and between the City and the Bank. We are generally familiar with the Articles of Association and the Bylaws of the Bank and are also familiar with the corporate proceedings of the Bank with regard to its authorization, execution and delivery of the Fiscal Agent Agreement. Capitalized terms used herein shall have the respective meanings ascribed to them in the Fiscal Agent Agreement, except as otherwise defined herein.

We have examined such documents and have reviewed such questions of law as we have considered necessary and appropriate for the purposes of this opinion. In such review, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity with originals of all documents submitted to us as copies. Where questions of fact material to our opinions expressed below were not established independently, we have relied upon statements of officers of the Bank as contained in their certificates.

Based upon the foregoing, we are of the opinion that:

1.     The Bank is a national banking association duly organized, validly existing and in good standing under the laws of the United States of America.
2.     The Bank has all requisite corporate power, authority and legal right to execute and deliver the Fiscal Agent Agreement and to perform its duties and obligations under the Fiscal Agent Agreement, and has taken all necessary corporate action to authorize the execution and delivery thereof and the performance of its obligations thereunder, including the authentication and delivery of the Bonds in its capacity as Fiscal Agent under the Fiscal Agent Agreement.

3. The Bank has duly authorized, executed and delivered the Fiscal Agent Agreement. Assuming the due authorization, execution and delivery thereof by the other parties thereto, the Fiscal Agent Agreement is a legal, valid and binding agreement of the Bank, enforceable in accordance with its terms against the Bank.

4. To our knowledge, no authorization, approval, consent, or order of any governmental agency or regulatory authority having jurisdiction over the Bank that has not been obtained by the Bank is required for the authorization, execution and delivery by the Bank of the Fiscal Agent Agreement or the authentication and delivery of the Bonds by the Bank under the Fiscal Agent Agreement.

The opinions set forth above are subject to the following qualifications and exceptions:

(a) the opinions are subject to the effect of any applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws of general application affecting creditors' rights; and

(b) the opinions are subject to the effect of general principles of equity, including (without limitation) concepts of materiality, reasonableness, good faith and fair dealing, and other similar doctrines affecting the enforceability of agreements generally (regardless of whether considered in a proceeding in equity or at law).

Our opinions expressed above are limited to the laws of the State of California and the federal laws of the United States of America.

The foregoing opinions are being furnished to you solely for your benefit and may not be relied upon by, nor may copies be delivered to, any other person without our prior written consent.

Very truly yours,

## **APPENDIX F**

### **CITY OF ROSEVILLE VILLAGES AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES) SPECIAL TAX BONDS SERIES 2023**

#### **CERTIFICATE OF SPECIAL TAX CONSULTANT**

The undersigned hereby states and certifies:

1. That he/she is an authorized officer of Willdan Financial Services, Inc. (the “Special Tax Consultant”) and as such is familiar with the facts herein certified and is authorized and qualified to certify the same.

2. That the Special Tax Consultant is familiar with the Rate and Method of Apportionment of Special Tax (the “Rate and Method”) as set forth in Appendix A to the Official Statement dated [BPA Date], for the City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the “Community Facilities District”) Special Tax Bonds, Series 2023 (the “Bonds”). Capitalized terms not otherwise defined herein shall be defined as provided in the Rate and Method or the Fiscal Agent Agreement dated as of July 1, 2019, as supplemented and amended, including by a Supplemental Agreement No. 4 to Fiscal Agent Agreement dated as of August 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”).

3. That the Special Taxes (net of a 1% administration charge of the County of Placer (the “County Charge”)), if levied in accordance with the Rate and Method and collected will annually yield sufficient revenue to make timely payments of the annual debt service on the 2019 Bonds, 2020 Bonds, 2021 Bonds, 2022 Bonds and the Bonds, and projected annual Administrative Expenses related to the levy and collection of the Special Taxes and the expenses of the Fiscal Agent for the 2019 Bonds, 2020 Bonds, 2021 Bonds, 2022 Bonds and the Bonds (no representation is made as to the actual amounts that will be collected in future years).

4. That the Annual Special Tax (net of the County Charge), if collected in the maximum amounts permitted pursuant to the Rate and Method on the Closing Date, would generate at least 110% of the Annual Debt Service payable with respect to the 2019 Bonds, 2020 Bonds, 2021 Bonds, 2022 Bonds and the Bonds payable from such Special Taxes for Fiscal Year 2023-24 and every year thereafter through the final maturity of the 2019 Bonds, 2020 Bonds, 2021 Bonds, 2022 Bonds and the Bonds, assuming the debt service schedule shown in the Official Statement is true and correct.

5. That the aggregate value of all parcels in the Community Facilities District subject to the Special Tax, including then existing improvements and any facilities to be constructed or acquired with the proceeds of the Bonds, as determined by an MAI appraisal, is at least 3.00 times the sum of (1) the aggregate principal amount of all the 2019 Bonds, 2020 Bonds, 2021 Bonds and 2022 Bonds then Outstanding, plus (2) the aggregate principal amount of the Bonds proposed to be issued, plus (3) the aggregate principal amount of any bonds then outstanding and payable from assessments which are a lien against property in the Community Facilities District, plus (4) a portion of the aggregate principal amount of all bonds issued under the Act, other than Bonds then Outstanding, payable at least partially from special taxes to be levied on parcels of land subject to the Special Tax within the Community Facilities 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 Community Facilities 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 maximum annual debt service on the Other Mello-Roos Bonds occurs), based upon information from the Summary of Overlapping Debt table shown in the Official Statement and the most recent available Fiscal Year.

6. That 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 Bonds, as determined by an MAI appraisal and based upon the allocation of said aggregate values as shown in the Official Statement tables prepared by Special Tax Consultant is at least 3.00 times the sum of (1) the Attributable Principal Amount of all 2019 Bonds, 2020 Bonds, 2021 Bonds and 2022 Bonds then Outstanding, plus (2) the Attributable Principal Amount of the Bonds proposed to be issued (collectively the “CFD Bonds”) based upon the allocation of the debt of the CFD Bonds as shown in the Official Statement tables prepared by Special Tax Consultant, plus (3) the Attributable Principal Amount of any bonds then outstanding and payable from assessments which are a lien against property in the Community Facilities District, plus (4) the Attributable Principal Amount of the allocation of Other Mello-Roos Bonds determined to be applicable to the Community Facilities District pursuant to No. 5 directly above and based upon information from the Summary of Overlapping Debt table shown in the Official Statement.

7. That all information supplied by the Special Tax Consultant for use in the Official Statement is believed to be true and correct, as of the date of the Official Statement and as of the date hereof.

8. That, as of the dates of the Preliminary Official Statement and the Official Statement and as of the date hereof, the information contained in those portions of the Official Statement entitled “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Taxes, - Special Tax Methodology and – Levy of Annual Special Tax; Maximum Special Tax,” “VALUE OF PROPERTY WITHIN THE DISTRICT, other than those sections entitled “The Appraisal” and “Overlapping Liens and Priority of Lien” and “APPENDIX A,” including the tables sourced to the Special Tax Consultant, and the other data provided by the Special Tax Consultant and included in the Official Statement, do not, to our knowledge, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

9. The Community Facilities District, the City, the Underwriter, and all the professionals involved in the financing are entitled to rely on this Certificate.

Dated: [Closing Date]

WILLDAN FINANCIAL SERVICES

By: \_\_\_\_\_

Title: \_\_\_\_\_

**APPENDIX G**  
**CITY OF ROSEVILLE**  
**VILLAGES AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1**  
**(PUBLIC FACILITIES)**  
**SPECIAL TAX BONDS**  
**SERIES 2023**

**CERTIFICATE OF PROPERTY OWNER**

**[POS Date]**

The undersigned party certifies and represents that he or she is duly authorized on behalf of JOHN MOURIER CONSTRUCTION, INC., a California corporation (“JMC Homes” or the “Property Owner”), to execute and deliver this certificate (this “Certificate”) in connection with the issuance, sale and delivery by City of Roseville of the Bonds captioned above (the “Bonds”).

Capitalized terms used but not defined in this Certificate have the same meaning as is set forth in the Bond Purchase Agreement with respect to the Bonds between Piper Sandler & Co., as underwriter (the “Underwriter”), and the City.

As used in this Certificate, the phrase “Actual Knowledge of the Undersigned” means the knowledge that the undersigned currently has as of the date of this Certificate or has obtained through (i) interviews with such current officers and responsible employees of the Property Owner as the undersigned has reasonably 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) review of documents reasonably available to the undersigned and which the undersigned reasonably deemed necessary for the undersigned 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 the Property Owner’s current business and operations.

As used in this Certificate, the term “Relevant Entity” of the Property Owner means any Person presently directly or indirectly through one or more intermediaries controlling, controlled by or under common control with the Property Owner, and about whom information could be material to potential investors in their investment decision regarding the Bonds (including without limitation information relevant to the Property Owner’s proposed development of the Property (defined herein), or to the Property Owner’s ability to pay the Special Taxes due with respect to the Property prior to delinquency). As used in this Certificate, the term “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.

As used in this Certificate, the term “Property” means the real property currently owned by the Property Owner within the City of Roseville Villages at Sierra Vista Community Facilities District No.

1 (Public Facilities) (the “Community Facilities District”), as further described in the Preliminary Official Statement.

The undersigned certifies that he or she is familiar with the facts set forth in this Certificate, and further hereby certifies to the Actual Knowledge of the Undersigned as follows, as an authorized officer or representative of the Property Owner:

(1) The Property Owner has been duly organized and validly exists in good standing under the laws of the State of California and has or will have prior to the Closing, as required, all requisite right, power and authority:

(i) to execute and deliver this Certificate;

(ii) to own, develop and sell the Property, as described in the Preliminary Official Statement;

(iii) to execute and deliver the Property Owner Continuing Disclosure Agreement at Closing;

(iv) to perform its obligations under the Property Owner Continuing Disclosure Agreement; and

(v) to carry on its business as described in the Preliminary Official Statement.

(2) The Property Owner agrees to execute at Closing the Property Owner Continuing Disclosure Agreement substantially in the form attached as an appendix to the Preliminary Official Statement, with such additional changes as may be agreed upon by the Underwriter, Bond Counsel and the Property Owner.

(3) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, Property Owner is not aware of any material failures by it or any entity under managerial control of Property Owner to comply in all material respects with previous continuing disclosure undertakings in a written certificate or agreement executed by it or its Relevant Entities to provide periodic continuing disclosure reports or notices of material events respecting securities offerings in California within the past five (5) years.

(4) To the Actual Knowledge of the Undersigned, execution and delivery of the Property Owner Continuing Disclosure Agreement, and the performance by the Property Owner of its obligations under the Property Owner Continuing Disclosure Agreement, will not conflict with or constitute a breach of or default under any loans, lines of credit, agreements, or other contractual or financial obligations of the Property Owner or any applicable law, regulation, judgment or decree.

(5) To the Actual Knowledge of the Undersigned, neither the Property Owner nor any of its Relevant Entities is currently in material default on any loans, lines of credit, credit agreements, or other material contractual or financial obligations, or in breach of any applicable law, regulation, judgment or decree, and no event has occurred and is continuing that would constitute such a default or breach, the result of which could reasonably be expected to materially and adversely affect the ability of the Property Owner:

(i) to own, develop and sell the Property, as described in the Preliminary Official Statement;

(ii) to pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency;

(iii) to carry on its business as described in the Preliminary Official Statement;  
and

(iv) to perform its obligations under the Property Owner Continuing Disclosure Agreement.

(6) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, the Property Owner has not assumed any obligations under any loans, lines of credit, credit agreements, or other material contractual or financial obligations, or any applicable judgment or decree, which could reasonably be expected to materially and adversely affect the ability of the Property Owner:

(i) to own, develop and sell the Property, as described in the Preliminary Official Statement,

(ii) to pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency, or

(iii) to carry on its business as described in the Preliminary Official Statement.

(7) Except as described in the Preliminary Official Statement, the Property Owner has no loans outstanding and unpaid and no lines of credit that are secured by the Property.

(8) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, neither the Property Owner nor any of its Relevant Entities is currently in default in, or, in the last five (5) years, has ever defaulted to any material extent in, the payment of special taxes or assessments in connection with the Community Facilities District or any other community facilities districts or assessment districts in California that was not cured prior to the institution of any enforcement action with a court of law.

(9) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, there is no litigation, inquiry, investigation or administrative proceeding of any nature pending against the Property Owner (with service of process to the Property Owner having been accomplished), or to the Actual Knowledge of the Undersigned, overtly threatened in writing against the Property Owner, or to the Actual Knowledge of the Undersigned, pending (with service of process to such Relevant Entity having been accomplished) or overtly threatened in writing against any Relevant Entity of the Property Owner, in each case which, if successful, could reasonably be expected to:

(i) materially and adversely affect the ability of the Property Owner to own, develop and sell the Property, as described in the Preliminary Official Statement;

(ii) materially and adversely affect the ability of the Property Owner to pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency;

(iii) materially and adversely affect the ability of the Property Owner to carry on its business as described in the Preliminary Official Statement;

(iv) materially adversely affect the ability of the Property Owner to perform its obligations under the Property Owner Continuing Disclosure Agreement;

(v) challenge, question the validity or enforceability of, or restrain or enjoin the performance of, the Special Taxes, the Bonds, the Resolution, the Fiscal Agent Agreement, the Property Owner Continuing Disclosure Agreement or the Bond Purchase Agreement; or

(vi) restrain or enjoin collection of Special Taxes or other sums to be pledged to pay the principal of and interest on the Bonds.

(10) Except as disclosed in the Preliminary Official Statement or in this Certificate:

(i) the Property Owner and, to the Actual Knowledge of the Undersigned, its Relevant Entities, are solvent;

(ii) to the Actual Knowledge of the Undersigned, there are no proceedings pending (with service of process to the Property Owner having been accomplished) or overtly threatened in writing in which the Property Owner or any of its Relevant Entities may be adjudicated as bankrupt, become the debtor in a bankruptcy proceeding, be discharged from any or all of its respective debts or obligations, be granted an extension of time to pay its respective debts or obligations, or be granted a reorganization or readjustment of its respective debts or obligations; and

(iii) Neither the Property Owner nor, to the Actual Knowledge of the Undersigned, any of its Relevant Entities, has filed for bankruptcy or been declared bankrupt in the last ten (10) years.

(11) As of the date hereof, the information in the sections of the Preliminary Official Statement entitled "THE DISTRICT," "THE IMPROVEMENTS," "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT," "CONTINUING DISCLOSURE" and "SPECIAL RISK FACTORS" concerning the Property Owner and its Relevant Entities, the Property, the Property Owner's development and financing plans, and the Property Owner's contractual arrangements (but excluding any information cited as coming from a source other than the Property Owner) is true and correct in all material respects, and contains no untrue statement of a material fact and does not omit any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(12) Except as disclosed in the Preliminary Official Statement, the Property Owner has not submitted an application for, nor received actual notice of,

(i) the formation or authorization of any other assessment district or community facilities district that would include any portion of the Property, or



(ii) the authorization or issuance of any debt secured by an assessment or another special tax to be levied on any portion of the Property, other than the Special Tax.

(13) Except as set forth in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, there are no claims, disputes, lawsuits, actions or contingent liabilities of or against the Property Owner or its Relevant Entities, or among, by or between the Property Owner and any contractors working on the development of the Property, which could reasonably be expected to materially and adversely affect:

(i) the ability of the Property Owner to own, develop and sell the Property, as described in the Preliminary Official Statement;

(ii) the ability of the Property Owner to pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency;

(iii) the ability of the Property Owner to carry on its business as described in the Preliminary Official Statement; or

(iv) the ability of the Property Owner to perform its obligations under the Property Owner Continuing Disclosure Agreement.

(14) To the Actual Knowledge of the Undersigned, all information submitted by, or on behalf of, the Property Owner to (i) the Appraiser, as such information is set forth in the Appraisal, was, at the time of submission, and, except as modified by later information submitted by such Property Owner, is, as of the date of this Certificate, true and correct in all material respects, and (ii) the City, the Community Facilities District, Bond Counsel, Disclosure Counsel, or the Underwriter in connection with the issuance of the Bonds was, at the time of submission and, except as modified by later information submitted by such Property Owner, is as of the date of this Certificate, true and correct in all material respects.

(15) The Property Owner covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Property Owner 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:

(i) seeks to challenge or overturn the formation of the Community Facilities District;

(ii) seeks to challenge the adoption of the ordinance levying Special Taxes within the Community Facilities District;

(iii) seeks to invalidate the Community Facilities District or any of the Bonds or any refunding obligations; or

(iv) seeks to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the notices of special tax lien relating thereto.

The foregoing covenant shall not prevent the Property Owner in any way from bringing any other action, suit, proceeding, inquiry or investigation at law or in equity relating to the following:

(a) a claim that the Special Tax has not been levied in accordance with the Rate and Method;

(b) the application or use of the Special Taxes levied and collected; or

(c) the enforcement of the obligations of the City or the Community Facilities District under the Fiscal Agent Agreement or any agreements between the Property Owner and the City or the Community Facilities District or under which the Property Owner is a beneficiary.

(16) The Property Owner has received a copy of the Rate and Method containing the prepayment formula. The Property Owner acknowledges that any prepayment of the Special Taxes may only be made in accordance with the Rate and Method.

(17) The Property Owner shall comply with the provision of the Mello-Roos Community Facilities Act of 1982, as amended, relating to the Notice of Special Tax described in California Government Code Section 53341.5 in connection with the sale of the Property.

(18) 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, the Property Owner anticipates that it will have sufficient funds to (i) carry on its business as described in the Preliminary Official Statement, (ii) own, develop and sell the Property as described in the Preliminary Official Statement, and (iii) pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency.

However, no assurance can be given that sources of financing available to the Property Owner will be sufficient to complete the property development and home construction as currently anticipated and as described in the Preliminary Official Statement. While the Property Owner has made such internal financing available in the past, there can be no assurance whatsoever of its willingness or ability to do so in the future. Neither the Property Owner nor any of its Relevant Entities has any legal obligation of any kind to make any such funds available or to obtain loans. Other than pointing out the willingness of the Property Owner to provide internal financing in the past, the Property Owner has not represented in any way that it will do so in the future. If and to the extent that internal financing and home sales revenues are inadequate to pay the costs to complete the Property Owner's planned development in the Community Facilities District and other financing by the Property Owner is not put into place, there could be a shortfall in the funds required to complete the proposed development by the Property Owner and portions of the Property may not be developed.

(19) The Property Owner consents to the issuance of the Bonds. The Property Owner acknowledges and agrees that the proceeds of such Bonds will be used for the acquisition and construction of the improvements described in the Preliminary Official Statement. The Property Owner acknowledges that the costs to acquire and construct such improvements are estimates, and that any increase in costs in excess of the estimated costs

relating to improvements will reduce the improvements which may be financed by the City, and neither the City, nor the Community Facilities District has any obligation to provide moneys to pay for any such costs.

(20) During the period between the date of this Certificate and the Closing Date, if the Property Owner has actual knowledge of any event relating to or affecting the Property Owner, its Relevant Entities, or the ownership, development or sale of the Property which could cause the information under the captions of the Preliminary Official Statement indicated in Section 11 of this Certificate (and subject to the limitations and exclusions contained in Section 11 of this Certificate) 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 Property Owner 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 Property Owner shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance satisfactory to counsel to the City and to the Underwriter.

(21) As a condition to the issuance of the Bonds, the Property Owner agrees to deliver a bring-down certificate, dated the Closing Date, in substantially the form attached as Appendix H to the Bond Purchase Agreement, to affirm and restate the Property Owner's certifications, representations and covenants made in this Certificate. If any event related to or affecting the Property Owner, its Relevant Entities or the ownership, development or sale of the Property occurs, as a result of which it is necessary to modify the bring-down certificate, the Property Owner agrees to deliver a new bring-down certificate revised to reflect such event.

(22) The Property Owner acknowledges and agrees that:

(i) in connection with the purchase and sale of the Bonds under the Bond Purchase Agreement, and with the discussions, undertakings and procedures leading up to the consummation of the purchase and sale of the Bonds under the Bond Purchase Agreement, the Underwriter is and has been acting solely as principal and is not acting as the agent or fiduciary of the Property Owner;

(iii) the Underwriter has not assumed a fiduciary responsibility in favor of the Property Owner with respect to (a) the offering of the Bonds contemplated hereby or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Property Owner on other matters), or (b) any other obligation to the Property Owner with respect to the offering contemplated by the Bond Purchase Agreement; and

(iii) the Property Owner has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with the offering contemplated by the Bond Purchase Agreement.

On behalf of the Property Owner, I have reviewed the contents of this Certificate and the Property Owner has consulted with counsel regarding the meaning of its contents. The Property Owner acknowledges and understands that a variety of state and federal laws, including but not limited to the Securities Act of 1933, as amended, and Rule 10b-5 promulgated under the Securities Exchange Act

of 1934, as amended, may apply to the Property Owner, and that under some circumstances certification as to the matters set forth in this Certificate, without additional disclosures or other action, may not fully discharge all duties and obligations of the Property Owner under such laws.

JOHN MOURIER CONSTRUCTION, INC.,  
a California corporation

By: \_\_\_\_\_

## **APPENDIX H**

**CITY OF ROSEVILLE  
VILLAGES AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1  
(PUBLIC FACILITIES)  
SPECIAL TAX BONDS  
SERIES 2023**

### **BRING-DOWN CERTIFICATE OF PROPERTY OWNER**

**[Closing Date]**

The undersigned party certifies and represents that he or she is duly authorized on behalf of JOHN MOURIER CONSTRUCTION, INC., a California corporation (“JMC Homes” or the “Property Owner”), to execute and deliver this certificate (this “Bring-Down Certificate”) in connection with the issuance, sale and delivery by City of Roseville of the Bonds captioned above (the “Bonds”)

This Bring-Down Certificate is delivered pursuant to the Bond Purchase Agreement with respect to the Bonds dated [BPA Date], between Piper Sandler & Co., as underwriter, and the City (the “Purchase Agreement”).

In connection with the distribution of the Preliminary Official Statement relating to the Bonds, the Property Owner executed a Certificate of Property Owner dated [POS Date] (the “Certificate”).

Capitalized terms used but not defined in this Bring-Down Certificate have the same meanings as set forth in the Purchase Agreement and the Certificate.

The undersigned, on behalf of the Property Owner, further certifies as follows:

(1) The undersigned is familiar with the facts certified in the Certificate and this Bring-Down Certificate, and is authorized and qualified to certify the same as an authorized officer or representative of the Property Owner.

(2) The undersigned has received the final Official Statement relating to the Bonds (the “Final Official Statement”).

(3) Each statement made in the Certificate is affirmed and restated as if made on the date hereof; provided that each statement made in the Certificate referring to the Preliminary Official Statement is affirmed as it relates to the Final Official Statement.

(4) To the Actual Knowledge of the Undersigned (as defined in the Certificate), no event has occurred since the date of the Preliminary Official Statement that has, in any material way, adversely affected the statements and information described in Paragraph 11 of the Certificate (and subject to the limitations and exclusions contained in Paragraph 11 of the Certificate) relating to the Property Owner and its Relevant Entities, the Property, the Property Owner's development and financing plans, and the Property Owner's contractual arrangements (but excluding any information cited as coming from a source other than the Property Owner), which should be disclosed in the Final Official Statement for the purposes for which it is to be used in order to make such statements and information contained in the Final Official Statement not misleading in any material respect.

(5) For a period of 90 days after the Closing Date, if the Property Owner has actual knowledge of any event relating to or affecting the Property Owner, its Relevant Entities, or the ownership development or sale of the Property which could cause the information under the captions of the Final Official Statement indicated in Paragraph 11 of the Certificate (and subject to the limitations and exclusions contained in Paragraph 11 of the Certificate) 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 Property Owner 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 Final Official Statement, the Property Owner shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Final Official Statement in form and substance satisfactory to counsel to the City and to the Underwriter.

(6) The Property Owner has duly executed and delivered the Property Owner Continuing Disclosure Agreement, and the Property Owner Continuing Disclosure Agreement constitutes the legal, valid and binding obligation of the Property Owner, enforceable against the Property Owner in accordance with its terms, except as such enforcement is limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance, and other similar laws relating to or affecting the rights of creditors and certain equitable, legal, or statutory principles affecting the enforcement of contractual rights generally, regardless of whether such enforcement is considered in a proceeding in equity or at law.

JOHN MOURIER CONSTRUCTION, INC.,  
a California corporation

By: \_\_\_\_\_

**APPENDIX I**

**CITY OF ROSEVILLE  
VILLAGES AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1  
(PUBLIC FACILITIES)  
SPECIAL TAX BONDS  
SERIES 2023**

**FORM OF PROPERTY OWNER’S COUNSEL OPINION**

[Closing Date]

City of Roseville  
Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)  
311 Vernon Street  
Roseville, California 95678

Piper Sandler & Co.  
2321 Rosecrans Ave., Suite 3200  
El Segundo, California 90245

**Re: City of Roseville Villages at Sierra Vista Community Facilities District No. 1  
(Public Facilities) Special Tax Bonds, Series 2023**

Ladies and Gentlemen:

We have acted as counsel to John Mourier Construction, Inc. (the “Property Owner”) in connection with the issuance and sale by City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the “District”) of \$\_\_\_\_\_ City of Roseville Villages 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 [BPA Date] (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:

- A. The Bond Purchase Agreement;
- B. The Preliminary Official Statement dated [POS Date] and the Official Statement dated [BPA Date] (collectively, the “Official Statement”) for the offer and sale of the Bonds;
- C. The Property Owner Continuing Disclosure Certificate, dated [Closing Date] (the “Property Owner Continuing Disclosure Certificate”) by the Property Owner and Willdan Financial Services, as dissemination agent; and

D. The Certificate of Property Owner dated [POS Date], and the Bring-Down Certificate of Property Owner, dated [Closing Date], both provided by Property Owner to the City and Underwriter pursuant to Section 3 of the Bond Purchase Agreement (collectively, the “Property Owner 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 No. \_\_\_\_\_) (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 Property Owner 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 Property Owner, or as a result of our examination of the Property Owner 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 Property Owner); 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 Property Owner 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 Property Owner, 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 A through D, 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. The Property Owner is a limited liability company duly incorporated and validly existing in the State of California and in good standing under the laws of the State of California. The Property Owner is qualified to do business in the State of California.

2. The Property Owner Continuing Disclosure Certificate has been duly authorized, executed and delivered by Property Owner, and constitutes legal, valid and binding obligations of the Property Owner, enforceable against the Property Owner in accordance with its terms.

3. To our knowledge, the execution and delivery by Property Owner of the Property Owner Continuing Disclosure Certificate and the performance of its obligations thereunder do not and will not result in a violation or any provision of, or in default under any agreement or other instrument to which Developer is a party.

4. To our knowledge, Property Owner 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 Property Owner with respect to Property Owner's ability to develop real property owned by Property Owner within the District.

5. To our knowledge, except as set forth in the Official Statement, there are no actions, suits or proceedings pending or threatened against Property Owner which, if determined adversely, would have a material adverse effect (a) on the ability of Property Owner to perform its obligations under the Property Owner Continuing Disclosure Certificate or (b) on the development, construction, use, occupancy or operation of the Development or a material portion thereof.

6. Without having undertaken to independently determine the accuracy, completeness or fairness of the discussion contained in the Official Statement under the captions "THE DISTRICT," "THE IMPROVEMENTS," "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT," "CONTINUING DISCLOSURE," and "SPECIAL RISK FACTORS" (except that no opinion or belief is 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 Property Owner, contained in the Official Statement), no facts came to our attention during the course of our representation of Property Owner that would lead us to believe that the information under said captions of the Official Statement relating to the Property Owner and the Property Owner's organizations, activities, properties and financial condition, and its proposed development of the property, contains any untrue statement of a material fact 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 Property Owner in this matter, we have not rendered financial advice to the Property Owner 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 Property Owner, 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 Property Owner'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 accordance with 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,

**APPENDIX J**

**CITY OF ROSEVILLE  
VILLAGES AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1  
(PUBLIC FACILITIES)  
SPECIAL TAX BONDS  
SERIES 2023**

**CERTIFICATE OF APPRAISER**

Integra Realty Resources (the “Appraiser”), Sacramento, California prepared an appraisal of the properties within the City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the “Community Facilities District”) dated \_\_\_\_\_, 2023 (the “Appraisal”). The Appraisal is described and summarized in the Preliminary Official Statement dated [POS Date] (the “Preliminary Official Statement”) and the Official Statement dated [BPA Date] (the “Official Statement”), including as Appendix B thereto, relating to the bonds captioned above.

The Appraiser hereby certifies that, to the best of his knowledge and belief, all information with respect to the Appraisal in the Preliminary Official Statement and in the Official Statement was true and correct as of the date of the Appraisal and that the Appraiser is aware that acts and events may have occurred since the date of the Appraisal which could result in both positive and negative effects on market value; however, an updated Appraisal has not been completed as of this date.

The Appraiser hereby consents to the use of the Appraisal in connection with the distribution and use of the Preliminary Official Statement and Official Statement.

Dated: [Closing Date]

**INTEGRA REALTY RESOURCES**

By:\_\_\_\_\_

## APPENDIX K

**CITY OF ROSEVILLE  
VILLAGES AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1  
(PUBLIC FACILITIES)  
SPECIAL TAX BONDS  
SERIES 2023**

### FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Piper Sandler & Co. (“Piper”) hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) *Issuer* means City of Roseville.

(c) *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.

(d) *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.

(e) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Piper’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificates as to Arbitrage and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall, A Professional Law Corporation in connection with rendering its opinion that the interest on the Bonds is excluded

from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated: [Closing Date]

**PIPER SANDLER & CO.**

By: \_\_\_\_\_

**SCHEDULE A**

**SALE PRICES OF THE GENERAL RULE MATURITIES**

*(Attached)*



## COUNCIL COMMUNICATION

**CC #: 2851**

**File #: 0102**

**Title:** Request for Council Discretionary Funds - Roseville Little League All Star Team

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

**Meeting Date: 8/2/2023**

**Item #: 9.1.**

### RECOMMENDATION TO COUNCIL

Recommend City Council discuss and consider by motion a request from Roseville Little League for Council Discretionary Funds. Roseville Little League is requesting sponsorship for their 11 year old All Star Team who are going to the State Championship for the first time in 29 years. Funds will help pay for gas, hotel, food/restaurant and accommodations for the families and team. Roseville Little League is one of the oldest having formed in 1958 and providing an opportunity for those in Roseville Heights, Los Cerritos and Kaseberg to participate in baseball.

The balance remaining in the Council's Discretionary Funds for FY2023-24 is \$19,322.

### 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

Roseville Little League



Good Afternoon Mayor,

My name is Jennifer Howard-Hammer and I am in charge of sponsorship and events for Roseville Little League. This has been such an amazing year for our tiny league! There is not too much that I won't do to help our youth stay busy and learn about sports, that is why I am reaching out to you and everyone I know. Our 11 year old Allstar team (District 54) took the district win moving on to sectionals. Monday night they just won their 3rd game in sectionals to move on to state championships. This is the first time in 29 years our little league has made it to state championships!!!!

I am reaching out to see if we are able to get some local businesses to help our families. The championship games will be held in Napa this weekend (July 22-29th). Times are tough and we are trying to help our families to get there and represent our "Small but Mighty" league! We are reaching out for help with gas, hotel, food/restaurant accommodations whether it be a monetary donation to our league, gift cards, or whatever people might feel compelled to donate. Lodging alone is approximately \$5500, and our main focus. 100% of all donations and money raised will go to our AllStar families for this amazing opportunity. We are nonprofit and it would be a tax deductible contribution. Please, contact me if you are interested or able to help in anyway 😊 🏈

I know this is a long shot, but I won't stop until I am able to help them in any way possible.

As I know how busy you are and this is short notice, I thank you for your time and consideration,  
Jennifer Howard-Hammer Roseville Little League Sponsorship Board Member  
916-508-8708