Final Report

Sierra Vista Specific Plan Fee Program Nexus Study Update

The Economics of Land Use

Prepared for:

City of Roseville

Prepared by:

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1. INTRODUCTION AND BACKGROUND

This report serves as the nexus study for the Sierra Vista Specific Plan (SVSP) Fee Program for the City of Roseville (City). This report includes current estimates of costs, land use, and other fee program information required to determine the nexus between required infrastructure, open space, right-of-way, and City park land and new development that will benefit from the facilities and land dedications.

Property owners in the SVSP requested the City consider a plan area–specific fee program to equalize the allocation of costs for SVSP Fee Program facilities and land dedications amongst benefit properties. In 2011, the SVSP Fee Program was adopted as the City's mechanism to accommodate the property owners' request.

This report proposes an update to the SVSP Fee Program to reflect the most current land use plan as well as updated costs. As described herein, the proposed SVSP Fee Program Update will be adopted by the City pursuant to the provisions set forth in the Mitigation Fee Act found in Government Code Section 66000 et seq.

Purpose of the SVSP Fee Program Nexus Study

The purpose of this SVSP Fee Program Nexus Study Update (SVSP Nexus Study Update) is to document the required nexus findings for the City to update the SVSP Fee Program. This nexus study also describes implementation and administration of the proposed SVSP Fee Program. As described herein, this SVSP Fee Program Update accounts for cost and land use changes since the SVSP Fee Program was adopted in 2011. The SVSP Fee Program will continue to be updated periodically to reflect changes in costs, land uses (in limited cases), and other fee program information over time. The implementation chapter of this document addresses how the SVSP Fee Program will be administered and updated.

Supporting Documents

The following documents produced by or for the City are used to inform this analysis:

- Sierra Vista Specific Plan Fee Program Nexus Study (SVSP Nexus Study), dated March 2011.
- Sierra Vista Specific Plan, dated March 19, 2010.
- Sierra Vista Preliminary Estimates, prepared by MacKay & Somps, dated August 6, 2010, as supplemented with updated information in December 2010 (Preliminary Estimates).
- Development Agreements By and Between the City and Certain Developers Relative to the Sierra Vista Specific Plan, May–June 2010 (each agreement is specific to each property owner).
- Exhibit JJ of the Development Agreement (appended to this report as **Appendix G**).

SVSP Fee Program

The SVSP Fee Program is a City-implemented plan area–specific development impact fee program applicable only to SVSP land uses. The SVSP Fee Program contains these components: a City Park Land Fee, an Infrastructure Fee, and an Administration Fee.

Each of these components is described in detail throughout this nexus study document.

SVSP Fee Program fees vary by land use type. Because the SVSP Infrastructure Fee is subject to Public Land Fee adjustments, the SVSP Infrastructure Fee also varies for each property ownership entity (defined as "Ownership Entity or Entities"). While the City Park Land Fee and the Administration Fee vary by land use type, these fee components are the same for a given land use type across all Ownership Entities.

For each land use, **Table 1** shows the baseline gross Infrastructure Fee by improvement type and in total, the Administration Fee, and the City Park Land Fee. The Administration Fee is calculated as two percent of the total gross Infrastructure Fee. Calculation of the City Park Land Fee is detailed in **Chapter 5**.

Table 1 does not show the net Infrastructure Fee for each Ownership Entity. Each Ownership Entity will have a separate land acquisition adjustment made to the gross Infrastructure Fee to reflect land dedications by the Ownership Entity. The land acquisition adjustments and resulting net Infrastructure Fee vary by Ownership Entity, depending on the amount of the Ownership Entity's land dedication. **Tables A-1** through **A-9** in **Appendix A** detail each Ownership Entity's proposed SVSP fees by developable land use.

Authority

This study serves as the basis for requiring development impact fees under Assembly Bill (AB) 1600 legislation, as codified by the Mitigation Fee Act (California Government Code sections 66000 et seq.). This section of the Mitigation Fee Act sets forth the procedural requirements for establishing and collecting development impact fees. These procedures require that a reasonable relationship, or nexus, must exist between a governmental exaction and the purpose of the condition.

<u>Required Nexus Findings</u>

- ✓ Identify the purpose of the fee.
- ✓ Identify how the fee is to be used.
- ✓ Determine how a reasonable relationship exists between the fee's use and the type of development project on which the fee is imposed.
- ✓ Determine how a reasonable relationship exists between the need for the public facility and the type of development project on which the fee is imposed.
- ✓ Demonstrate a reasonable relationship between the amount of the fee and the cost of the public facility attributable to the development on which the fee is imposed.

Table 1
Sierra Vista Specific Plan Fee Program
Summary of Gross Infrastructure Fees, Administration Fees, and City Park Land Fee (2017 $)

Land Use	Roadway	Sanitary Sewer	Potable Water	Recycled Water	Storm Drainage	Paseos Construct.	Park/Ride Facilities	Total Gross Infrastructure Fee [1]	Admin. Fee	City Park Land Fee	Total Gross Inf., Admin., & Park Fees
Percentage of Gross Infrastructure Fee									2%		
Residential	*per unit*	*per unit*	*per unit*	*per unit*	*per unit*	*per unit*	*per unit*	*per unit*			
Low Density	$9,463	$1,007	$2,692	$1,156	$2,586	$294	$103	**$17,301**	**$346**	**$2,329**	**$19,976**
Medium Density	$9,463	$1,007	$1,602	$688	$2,820	$252	$88	**$15,920**	**$318**	**$1,990**	**$18,228**
High Density	$5,867	$689	$1,090	$468	$1,550	$209	$73	**$9,946**	**$199**	**$1,650**	**$11,795**
Mixed Use	$5,867	$689	$1,090	$468	$1,925	$209	$73	**$10,321**	**$206**	**$1,650**	**$12,177**
Nonresidential	*per sq. ft.*	*per sq. ft.*	*per sq. ft.*	*per sq. ft.*	*per sq. ft.*	*per sq. ft.*	*per sq. ft.*	*per sq. ft.*			
Community Commercial	$13.44	$0.41	$0.90	$0.39	$4.00	$0.20	$0.05	**$19.39**	**$0.39**	**$0.00**	**$19.78**
Business Professional	$14.57	$0.41	$0.90	$0.39	$4.00	$0.20	$0.05	**$20.52**	**$0.41**	**$0.00**	**$20.93**
Mixed Use	$13.44	$0.41	$0.90	$0.39	$4.00	$0.20	$0.05	**$19.39**	**$0.39**	**$0.00**	**$19.78**

fee_summ

[1] Open Space and Public Land are handled as adjustments to the gross infrastructure fee shown in this table.

Prepared by EPS 4/27/2018

P:\122000\122122 Sierra Vista Fee Program Administration\Models\122122 M5.xlsx

SVSP Fee Program Implementation and Administration

Implementation

The SVSP Fee Program presented in this report is based on the best infrastructure improvement cost estimates, funding source information, administrative cost estimates, and land use information available at this time. The cost estimates presented in this report are in constant 2017 dollars. The fees presented in this report are being updated by the City to reflect updated costs and land uses. The City will conduct periodic reviews of infrastructure improvement costs and other assumptions used to establish the fees in the SVSP Fee Program. Based on these reviews, the City may make necessary adjustments to the fee program through subsequent fee program adjustments. As costs, land uses, and other fee program information changes over time, the SVSP Fee Program will be updated to account for these changes.

The proposed SVSP Fee Program Update will be adopted by the City through one or more ordinances establishing and authorizing collection of the updated fee. The updated fees will be effective 60 days following the City's final action on the ordinance authorizing the fee.

Administration

The specific provisions regarding SVSP Fee Program administration were identified in Appendix JJ of the Development Agreement, which was entitled "Sierra Vista Specific Plan Infrastructure Fee Terms and Conditions." Currently, it is anticipated that Fee Program Administrator activities will include the following tasks:

- Updating project cost estimates and fees and assisting with fee calculations.
- Providing recommended fee amounts to the City.
- Recommending to the City the amount and timing of when the fees are due.
- Providing instructions to the City regarding payment of cash reimbursements to constructing entities.
- Assisting the City with updates to the SVSP Fee Program.
- Assisting the City with preparing draft fee credit/reimbursement agreements for City Council consideration.
- Tracking all SVSP Fee Program payments and assignment of fee credits/reimbursements.
- Tracking the progress of construction contracts for SVSP Fee Program improvements.

Examples of each of these tasks and related duties of the Fee Program Administrator are outlined in the Development Agreement. The City and Administrator will continue to refine the roles of each party during implementation of the SVSP Fee Program.

Finally, using its authority to implement the SVSP Fee Program, the City reserves the right to refer to the Development Agreement and to use other means to make interpretations, clarifications, or other modifications to the SVSP Fee Program administration provisions summarized in this nexus study.

Organization of Report

The SVSP Fee Program Nexus Study is organized into the following chapters:

- **Chapter 1** summarizes the proposed SVSP Fee Program.
- **Chapter 2** provides an overview of the SVSP Fee Program and describes the terminology used in this nexus study.
- **Chapter 3** identifies the land uses that would be subject to the SVSP Fee Program.
- **Chapter 4** describes the facilities, land dedications, and other costs included in the SVSP Fee Program.
- **Chapter 5** describes in detail the nexus study methodology used to determine each SVSP Fee Program component.
- **Chapter 6** summarizes the nexus findings for each SVSP Fee Program component.
- **Chapter 7** describes SVSP Fee Program implementation and administration.

In addition, the nexus study includes the following appendices:

- **Appendix A** summarizes the proposed SVSP Fees by Ownership Entity.
- **Appendix B** provides backup land use summary tables for the SVSP Fee Program.
- **Appendix C** includes the infrastructure cost estimates from MacKay & Somps Engineers, Inc.
- **Appendix D** provides the right-of-way cost allocation detail for each SVSP Ownership Entity.
- **Appendix E** provides the open space cost allocation detail for each SVSP Ownership Entity.
- **Appendix F** includes a sample of the SVSP fee payment tracking for each SVSP Ownership Entity.
- **Appendix G** includes the original Exhibit JJ from the Development Agreement.
- **Appendix H** includes a sample SVSP Fee Credit and Reimbursement Agreement.

2. SVSP Fee Program

Overview

The SVSP Fee Program is a City-implemented plan area–specific development impact fee program applicable only to SVSP land uses. As shown in **Figure 1**, the SVSP Fee Program is independent and separate from all other City, Placer County (County), other agency, or regional development impact fees presently collected by the City. The provisions for development and implementation of the SVSP Fee Program are contained in the Development Agreement, specifically, Exhibit JJ of the Development Agreement, which is appended to this report as **Appendix G**.

SVSP Nomenclature and Terminology

Calculating and presenting the SVSP Fee Program includes references to various types of SVSP land uses and ownership entities. **Figure 2** is intended to define the terminology used in this nexus study. Each of these land use terms are used throughout this document. In addition, **Figure 2** also defines several impact fee terms that are included in this document. In general, the SVSP Fee Program refers to the entire fee program, which is composed of several fee components. Each of the SVSP fee components are described below.

SVSP Fee Components

The SVSP Fee Program contains the following components:

- City Park Land Fee
- Infrastructure Fee
- Administration Fee

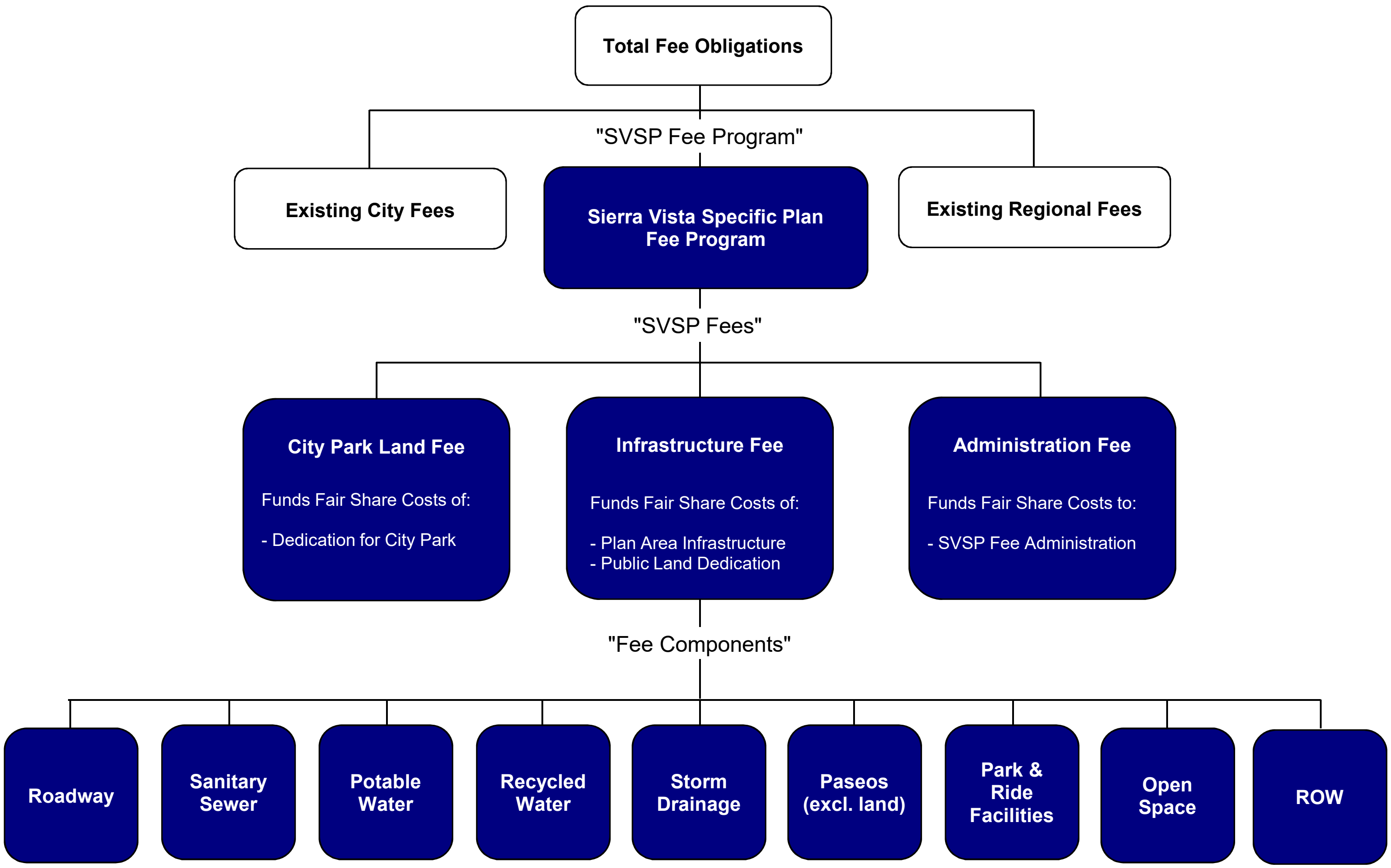
City Park Land Fee Component

One SVSP property owner is anticipated to dedicate land to the City for a 40-acre City park. The City Park Land Fee Component provides funding for the SVSP land that is intended to be dedicated for a City park. This fee component does not cover neighborhood parks.

Infrastructure Fee Component

As shown in **Figure 3**, the SVSP Infrastructure Fee Component contains several types of infrastructure, other public facilities, and open space and right-of-way dedications. The purpose of the SVSP Infrastructure Fee Component is to provide funding for the design and completion of the improvements and to provide funding for open space and right-of-way dedications (excluding the City park land referenced above). As noted in **Figure 3** and discussed later in this document, each original SVSP Fee Program owner may elect to combine properties under the same ownership group for purposes of equalizing the SVSP Infrastructure Fee Component by land use type for all properties under that given ownership group.

Figure 1
Sierra Vista Specific Plan Nexus Study
Proposed Fee Program



Note: Cash reimbursements for over-sizing of developer-installed infrastructure will accrue interest at 4.0 percent per annum. An allowance for this interest cost will be included once the first reimbursement agreement is executed.

Figure 2
Sierra Vista Specific Plan Nexus Study
Definition of Terminology

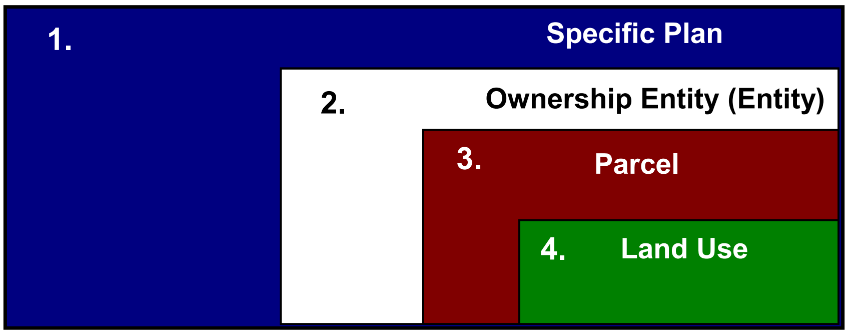
LAND USE TERMINOLOGY

1. Specific Plan: Refers to all land included in the formal Sierra Vista Specific Plan Area.

2. Ownership Entity: Refers to each of the major nine defined ownership entities originally participating in the Specific Plan planning.

3. Parcel: Refers to the parcels comprising each major parcel. May be synonymous with the term "large-lot".

4. Land Use: Refers to the total proposed mix of residential (single-family and multifamily) and nonresidential land uses at the tentative map stage. Synonymous with the term "small lot".



IMPACT FEE TERMINOLOGY

1. SVSP Fee Program: Refers to entire fee program created to equitably allocate the cost of infrastructure within the Sierra Vista Specific Plan Area.

2. SVSP Fees: Refers to three specific fees included in the SVSP Fee Program:
(a) City Park Land; (b) Infrastructure Fee; and (c) Administration Fee

3. Fee Components Refers to individual infrastructure component included in the SVSP Infrastructure Fee.

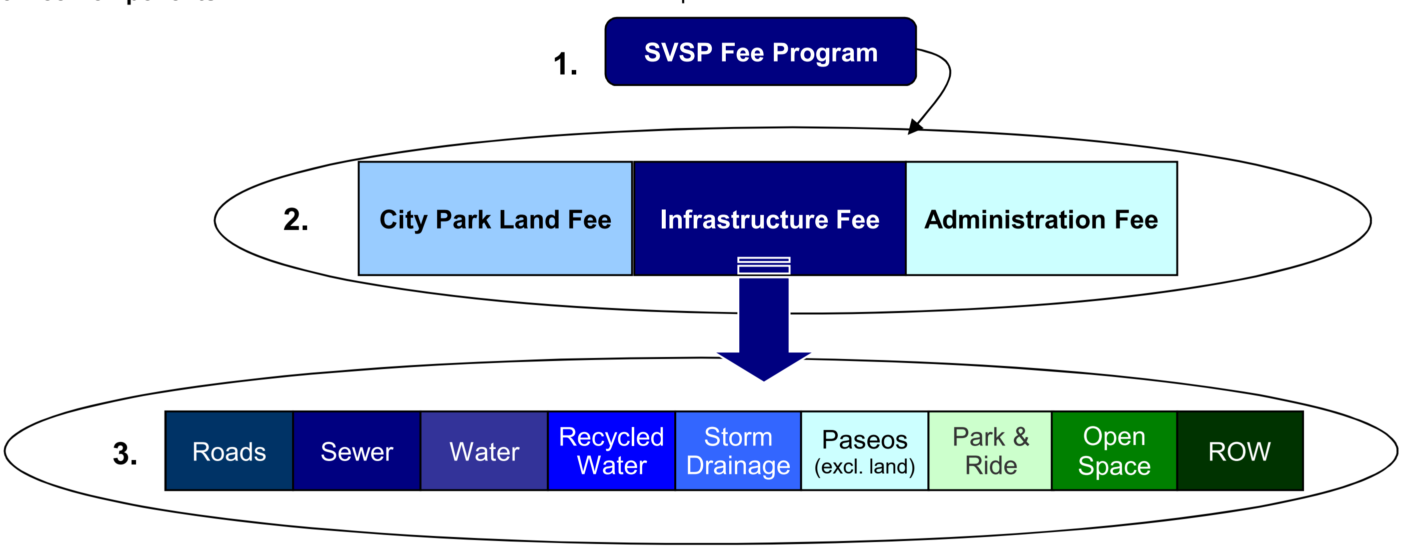
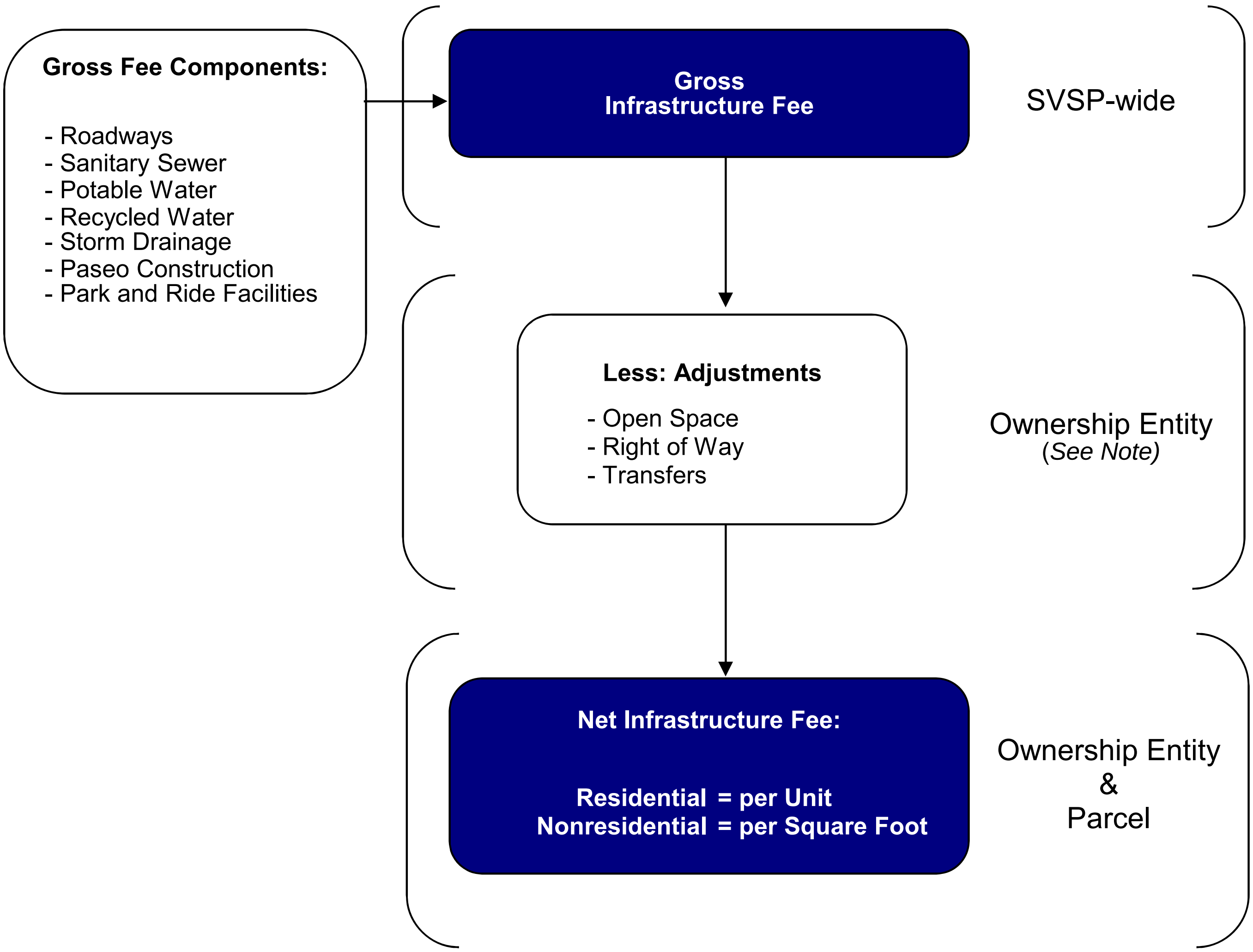


Figure 3
Sierra Vista Specific Plan Nexus Study
SVSP Infrastructure Fee Components



Note: Adjustments for public land dedications, excluding City park land, can be made both within a given ownership entity or across multiple parcels owned by the same ownership entity. Density transfers between parcels could also effect the fees that may be due.

The SVSP Infrastructure Fee Component contains the following categories of improvements and costs:

- Roadway facilities
- Sanitary sewer facilities
- Potable water facilities
- Recycled water facilities
- Storm drainage facilities
- Paseos
- Park and ride facilities
- Open space land
- Right-of-way land

Each of these categories of improvements and costs are explained in greater detail in **Chapter 4**.

Administration Fee Component

The purpose of the SVSP Administration Fee Component is to provide funding to the City for annual administration of the SVSP Fee Program. This fee component is intended to cover the annual costs of administering the program, as well as the costs of any major updates that may be required periodically.

3. SVSP LAND USES

The entire SVSP area comprises approximately 2,100 acres in the south portion of the County, bordered by Baseline Road to the south, Fiddyment Road to the east, on the north by the West Roseville Specific Plan and Santucci Boulevard, with a small portion extending west of Santucci Boulevard. **Exhibit 1** shows the SVSP in its regional context.

The SVSP provides for a mix of land uses to achieve the desired community form and plan area objectives. The land use designations include low-, medium- and high-density residential uses; commercial and office uses, which in some cases are sited with one another or with residential uses; public/quasi-public uses for schools and civic facilities; parks and open space uses; and an urban reserve land use, which functions as a transition along a portion of the western boundary of the plan area.[1]

The SVSP was adopted in 2010 and amended in 2012 to entitle land uses on the Westbrook property in the north of the SVSP area. Prior to the 2012 amendment, the approximately 392-acre Westbrook property was designated as Urban Reserve land. In 2012, the SVSP was amended to designate a mixture of residential, commercial, public, quasi-public, and open space uses for this property. The Westbrook property is not included in the SVSP Fee Program and, therefore, will not be further addressed in this report.

In addition to the 2012 amendment, the SVSP was also amended in 2017 to reflect zoning changes on the property owned by Westpark/Federico LLC (Federico). The zoning changes resulted in the elimination of a public/quasi-public property originally planned for a church, an addition of low density residential acres and dwelling units, a reduction of medium density residential acres and units, a slight reduction in high density residential acres, and minor changes in open space and public use acres. **Exhibit 2** shows the current SVSP land use map that reflects the approved land uses after accounting for all zoning amendments to date. **Exhibit A** in **Appendix A** shows the areas associated with each ownership entity.

At buildout, the SVSP will provide for approximately 6,650 dwelling units, accommodate approximately 16,900 residents, add approximately 2.1 million square feet of retail and office uses, and provide in excess of 7,500 jobs (excluding the Westbrook property).[2]

SVSP Fee Program Land Uses

The SVSP Fee Program land uses are obtained from the 2010 Specific Plan and subsequent 2012 and 2017 Specific Plan amendments (see discussion above). Tables 4-1 and 4-2 in the Specific Plan summarize the land uses, zoning, acreage, and dwelling units by Specific Plan Parcel. The City has updated these tables to reflect zoning amendments and mapping changes through March 2018. The values in those tables have been updated in this report to reflect these

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[1] Sierra Vista Specific Plan, dated March 19, 2010.

[2] Ibid.

Sierra Vista Specific Plan Context

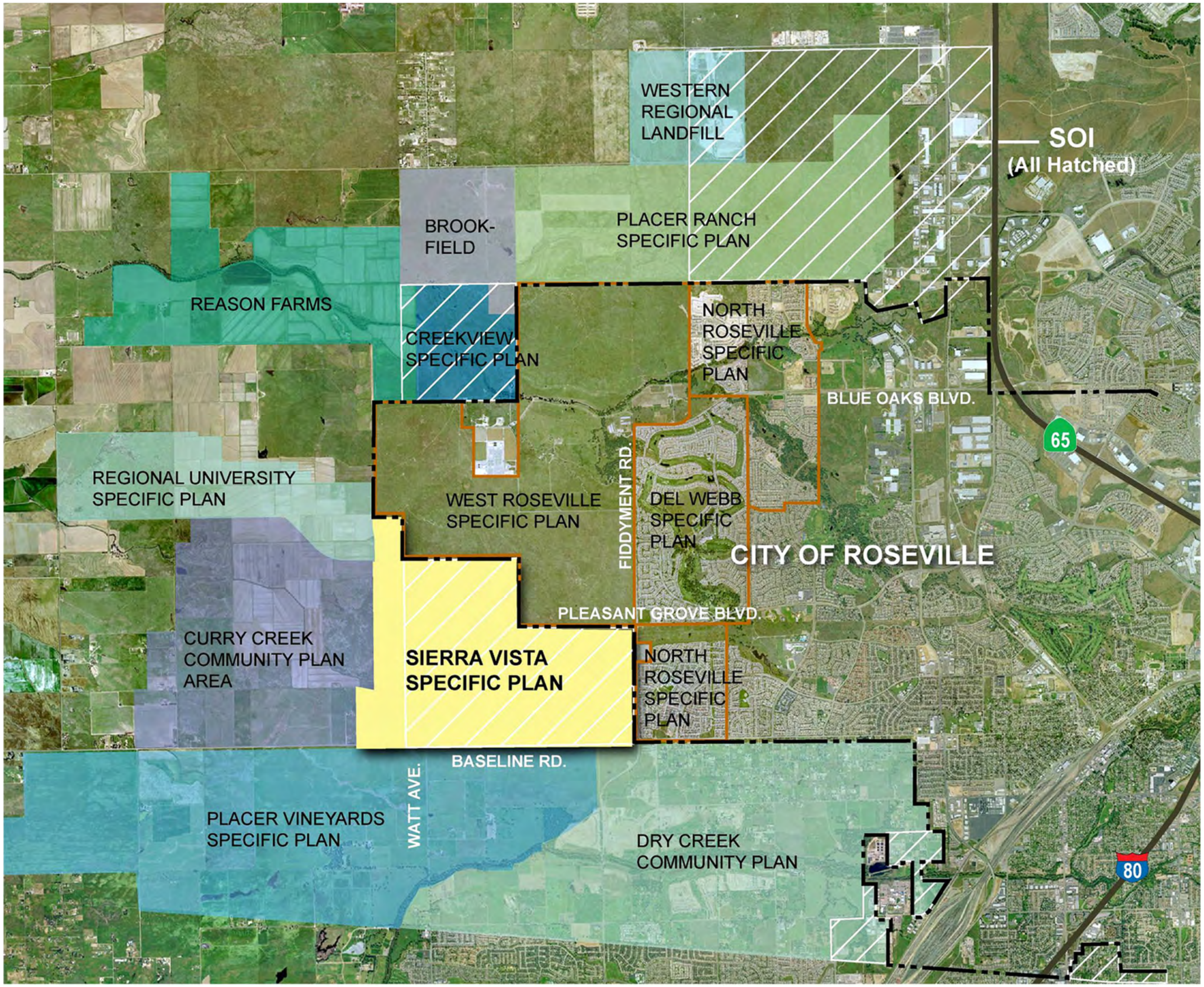
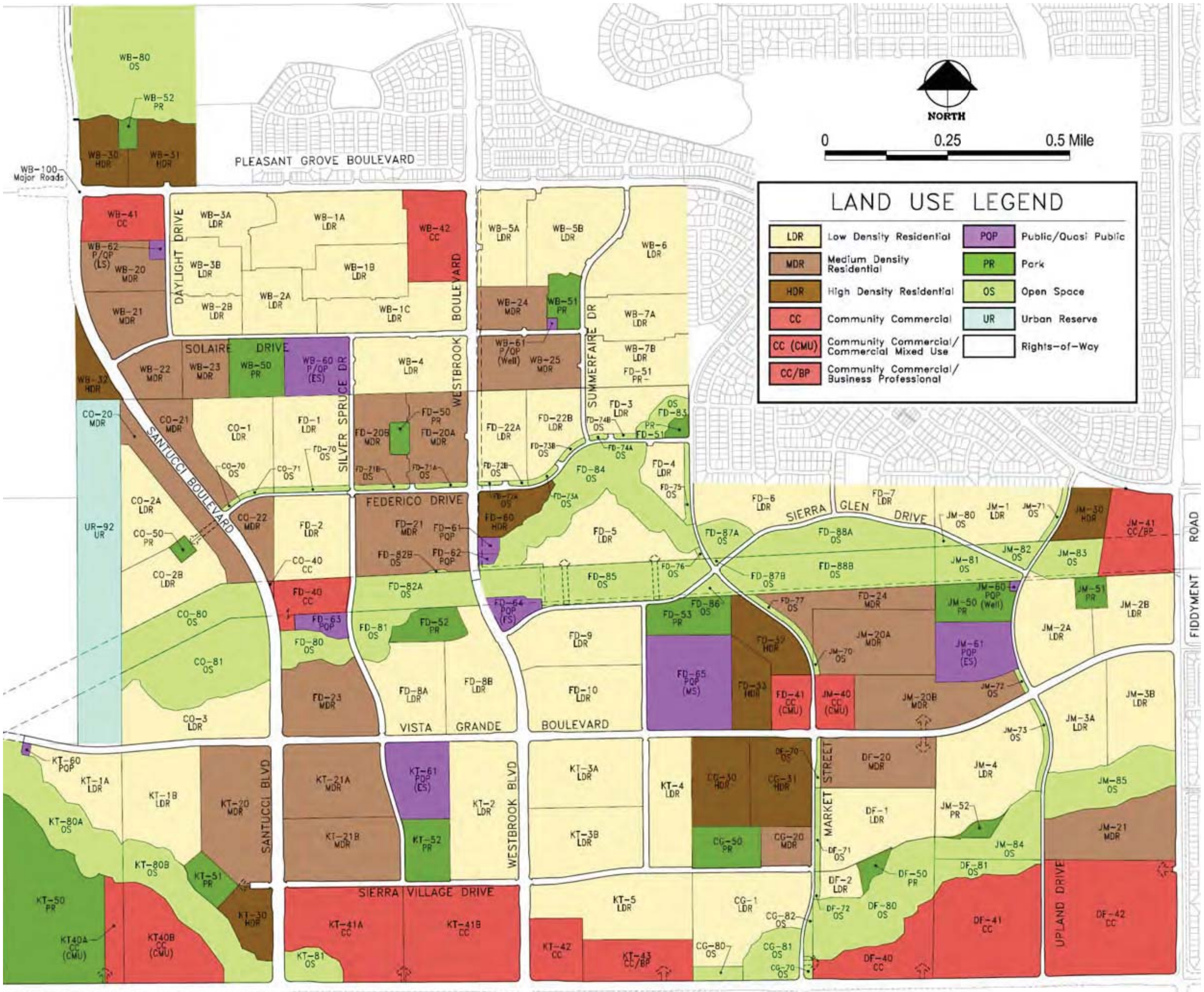


EXHIBIT 1



FOR ILLUSTRATIVE PURPOSES ONLY
Subject to change as development occurs.

EXHIBIT 2 **LAND USE PLAN**

changes. All SVSP properties are included in the SVSP Fee Program except for the urban reserve area and the Westbrook property. Because the infrastructure and public facility needs of the urban reserve area and the Westbrook property are not included in the cost estimates, those properties have been excluded from the cost allocation.

Table 2 summarizes the SVSP land uses included in the SVSP Fee Program. The land use categories shown in **Table 2** are the developable categories that will be subject to the SVSP Fee Program. Parcels planned for schools and other public/quasi-public land uses are not allocated costs and therefore are not be subject to the SVSP Fee Program. At this time there are two parcels for which a portion of the land is determined to be non-developable for vertical development. These parcels are Parcel JM-41 and Parcel FD-40. The SVSP Fee Program only includes the areas that are assumed to be developable at this time at an assumed level of development intensity. If, in the future, land uses on either of these two parcels becomes more intense than originally planned, those new developable land uses will be subject to the SVSP Fee Program fees. As contemplated in the SVSP Fee Program, land use information is anticipated to change over time as more detailed information becomes available.

SVSP Fee Program Land Use Detail

For purposes of fee program formation and administration, the land use information for each SVSP Fee Program Specific Plan Parcel is included in **Table B-6** in **Appendix B**. This database of Specific Plan Parcels has been updated through 2017 and will serve as a reference point for all future land use changes.

Tables B-1 through **B-5** in **Appendix B** summarize the detailed land use information by ownership entity, including the following items:

- Developable acreage, units, and building square feet.
- Developable units and building square feet by land use type.
- Public land dedication summaries.
- Open space land dedication detail.
- Public/quasi-public land dedication detail.

The land uses are used in the calculation of the fees in the SVSP Fee Program.

Table 2
Sierra Vista Specific Plan Fee Program
SVSP Land Use Summary

Item	Developable Acres	Dwelling Units	Building Sq. Ft.
			FAR = 0.25
Residential			
Low Density	524.2	2,728	
Medium Density	232.4	1,941	
High Density	68.2	1,692	
Mixed Use [1]	14.5	289	
Subtotal Residential	**839.2**	**6,650**	
Nonresidential			
Community Commercial [2]	147.1		1,601,581
Business Professional [3]	21.5		234,625
Mixed Use [4]	20.3		221,089
Subtotal Nonresidential	**188.9**		**2,057,295**
Total All Land Uses	**1,028.1**	**6,650**	**2,057,295**

"land_use_sum"

Source: SVSP, MacKay & Somps, and City of Roseville

[1] Acreage and units from SVSP. Includes units designated as CMU/SA.
[2] Includes all land designated as CC anticipated to be Regional Commercial and the Mini Storage acreage considered regional that is developable.
[3] Includes Office.
[4] Includes CMU/SA uses that also have residential units planned.

4. SVSP *Fee Program Facilities and Cost Estimates*

Overview

The SVSP Fee Program facilities requirements and cost estimates are based on the facilities and costs from the 2011 SVSP Nexus Study and have been updated to reflect current dollars. The costs in the 2011 SVSP Nexus Study were expressed in 2010 dollars and were based on information contained in the SVSP Financing Plan, dated April 23, 2010, and on information provided in the Sierra Vista Preliminary Estimates, dated August 6, 2010, prepared by MacKay & Somps Engineers (McKay & Somps). Additional supplemental land use and cost data from December 2010 was obtained from MacKay & Somps and included in the cost estimates.

For all infrastructure improvements except habitat mitigation, the previous cost estimates were increased to reflect current dollars based on the percentage change in the average of the San Francisco Construction Cost Index (CCI) and 20-City CCI, as reported by Engineering News Record from May 2010 to May 2017. As such, the costs reflected herein are in 2017 dollars. For habitat construction, a survey of recent habitat mitigation costs in the region was conducted to estimate the costs in current dollars of creating and preserving Swainson's Hawk and wetland habitat.

The land values used for the SVSP City Park Fee Component and for the open space and right-of-way categories are based on an appraisal completed by Integra Realty Resources, dated December 2017.

Both the cost estimates and the appraised land values are anticipated to be updated over time as necessary through administration of the SVSP Fee Program.

SVSP City Park Land Fee Component

The SVSP City Park Land Fee Component cost equals the City park acreage to be dedicated multiplied by the applicable value per acre for park land. The value for park land of $337,963 per acre was determined by the City's 2017 appraisal. The table below shows the total SVSP City Park Fee Component cost.

Item	Base Year 2017-18
City Park Land Value per Acre	$337,963
City Park Acres	39.9
SVSP City Park Fee Component Cost *(rounded)*	**$13,485,000**

SVSP Infrastructure Fee Component

As shown in **Figure 3**, the SVSP Infrastructure Fee Component includes several categories of infrastructure and land acquisition costs. This section describes the basis for each cost included in the SVSP Infrastructure Fee Component. Because the infrastructure costs and land acquisition costs are based on different information and sources, each are discussed separately.

Infrastructure Cost Estimates

As described above, the cost estimates in this report for all improvements excluding habitat construction are based on the costs in the 2011 SVSP Nexus Study, as adjusted for inflation, while the habitat cost estimates are based on a survey of current habitat mitigation costs in the region. All infrastructure cost estimates from the 2011 SVSP Nexus Study were prepared by MacKay & Somps and were based on the cost information contained in the Sierra Vista Preliminary Estimates, dated August 6, 2010. The infrastructure cost estimates were based on planning-level cost estimates and, as such, included adequate contingencies. A summary of the detailed planning-level cost estimates used in the 2011 SVSP Nexus Study is included in **Appendix C**.

The 2011 SVSP Nexus Study cost estimates for all improvements except habitat mitigation were updated to current dollars using the percentage change in the average of the San Francisco and 20-City CCIs from May 2010 through May 2017. The habitat construction cost estimates in this report are based on a survey of recent habitat mitigation costs in the region. **Table 3** compares the infrastructure cost estimates from the 2011 SVSP Nexus Study Update with the current infrastructure cost estimates assumed in this SVSP Nexus Study Update. As shown in **Table 3**, for all infrastructure except habitat mitigation, the current cost estimates reflect an increase of approximately 20 percent over the 2011 cost estimates. **Table 4** shows the calculation of this percentage increase based on CCI data. The following sections briefly describe each of the infrastructure costs.

Roadway Facilities

The total roadway facilities cost estimates include the costs of roadway infrastructure, as well as of habitat construction. The roadways facilities costs included in the SVSP Fee Program total an estimated $83.7 million, with $68.5 million for infrastructure and $15.2 for habitat mitigation.

<u>Roadway Infrastructure</u>

The SVSP Fee Program includes major arterial and collector roadways in the SVSP. As an exception, the SVSP Fee Program also contains a portion of Sierra Glen Drive, although it is not an arterial or collector street. In addition, the roadway facilities include roadway frontage along public/quasi-public sites whether or not the frontage of these roadways are arterials or collectors.

Cost estimates include roadway frontage adjacent to private development but do not include or overlap with City Capital Improvement Program (CIP) roadways, lanes, or costs funded through the City's Traffic Mitigation Fee Program. Intract subdivision roadways will be the responsibility of individual landowners and are consequently not included in the SVSP Fee Program.

Table 3
Sierra Vista Specific Plan Fee Program
Summary of Infrastructure Costs

Item	Estimated Costs 2011 SVSP Nexus Study (2010 $)	Estimated Costs Current Estimates (2017 $)
Percent Increase (2010-2017) [1]		***20.03%***
Roadways		
Infrastructure		
Streetwork and Concrete	$33,975,211	$40,781,789
Dry Utilities	$20,183,983	$24,227,634
Miscellaneous [2] [3]	$2,904,437	$3,486,310
Subtotal Roadway Infrastructure	**$57,063,631**	**$68,495,734**
Habitat Mitigation		
Wetland Mitigation [2]	$2,853,183	$12,617,233
Swainson's Hawk Mitigation [2]	$2,583,681	$2,600,640
Subtotal Habitat Mitigation	**$5,436,864**	**$15,217,873**
Subtotal Roadways	**$62,500,495**	**$83,713,607**
Other Infrastructure		
Sanitary Sewer	**$5,763,125**	**$6,917,707**
Potable Water	**$12,045,938**	**$14,459,216**
Recycled Water Facilities		
Recycled Water Facilities	$5,173,358	$6,209,787
Recycled Water Storage/Pump Station	Note [4]	
Subtotal Recycled Water	**$5,173,358**	**$6,209,787**
Storm Drainage Facilities		
Storm Drainage Facilities	$15,650,820	$18,786,298
Preserve Area Earthwork	$4,298,400	$5,159,540
Subtotal Storm Drainage	**$19,949,220**	**$23,945,838**
Paseo Costs (Additional Easement Areas)	**$1,755,950**	**$2,107,736**
Park and Ride Facilities [5]	**$758,335**	**$697,744**
Subtotal Other Infrastructure	**$45,445,926**	**$54,338,027**
Total All Costs	**$107,946,421**	**$138,051,634**

cost sum 17

Source: MacKay and Somps and SVSP Owners' Group (December 10, 2010) and ENR.

[1] Inflationary increase applied to all costs except wetland Swainson's Hawk mitigation costs. See Table 7 and Table 5 for wetland and Swainson's Hawk 2017 cost details.
[2] Does not include CIP costs funded by other sources.
[3] Excludes park and ride facilities and bus transfer station costs.
[4] Costs for recycled water pump station ($2.32 million) not included in SVSP fee program.
[5] Includes bus transfer station and park and ride facility costs. Costs updated as shown in Table C-1.

Table 4
Sierra Vista Specific Plan Fee Program
CCI Increase: 2010-2017

	CCI Index			Percentage Change	
Date	San Francisco	20-City	Average	Annual	Cumulative
May 2010	9,885.92	8,761.47	9,323.70		
May 2011	10,161.54	9,034.67	9,598.11	2.94%	2.94%
May 2012	10,386.04	9,289.65	9,837.85	2.50%	5.51%
May 2013	10,383.09	9,515.86	9,949.48	1.13%	6.71%
May 2014	10,895.84	9,795.92	10,345.88	3.98%	10.96%
May 2015	11,169.32	9,975.48	10,572.40	2.19%	13.39%
May 2016	11,550.40	10,315.44	10,932.92	3.41%	17.26%
May 2017	11,691.03	10,692.17	11,191.60	2.37%	**20.03%**

cci

Source: Engineering News Record

Roadway facility cost estimates include the following types of improvements:

- Streetwork and concrete
- Grading (excluding rough/mass grading of the roadway area).[3]
- Dry utilities and street lights
- Landscape medians
- Signalization conduits

Exhibit 3 shows the locations of the following roadway facilities included in the SVSP Fee Program:

- Fiddyment Road
- Upland Drive
- Market Street
- Westbrook Boulevard
- Santucci Boulevard
- Baseline Road
- Vista Grande Boulevard
- Federico Drive

Habitat Mitigation

Habitat mitigation is included in the roadways facilities costs. Swainson's Hawk mitigation and wetland mitigation are required to mitigate for habitat that is impacted by the construction of new roadway infrastructure in the SVSP. Different mitigation is required for different habitat types.

Swainson's Hawk Mitigation

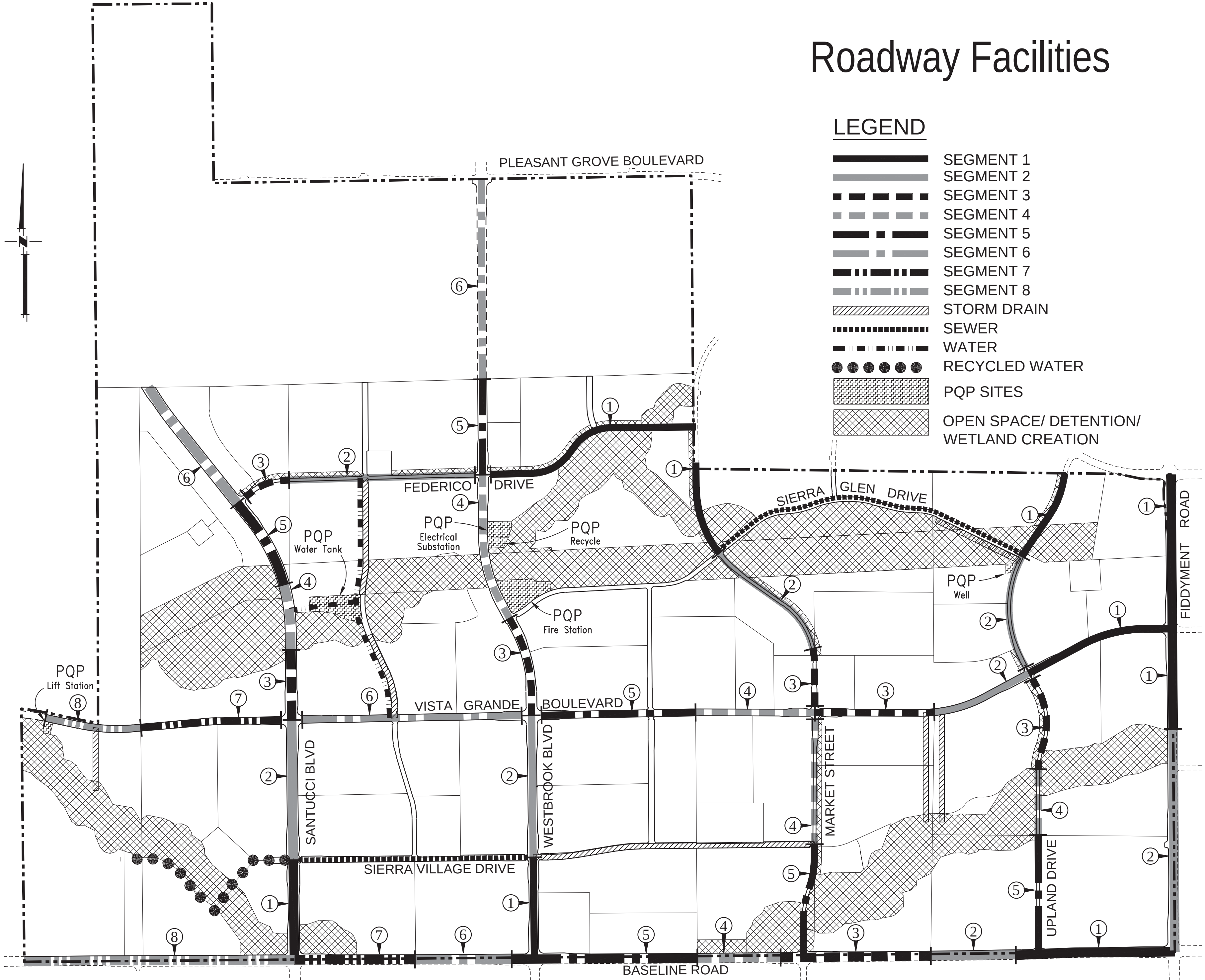
Swainson's Hawk mitigation requires the acquisition of land to be used for Swainson's Hawk habitat and, possibly, some minor improvements on the land. The construction of roadway infrastructure impacts habitat in the surrounding area. For each impacted habitat acre within a one-mile radius of a Swainson's Hawk nest site, one acre of Swainson's Hawk habitat must be provided. For each impacted habitat acre farther than one mile from a Swainson's Hawk nest site, three-quarters of an acre of Swainson's Hawk habitat must be provided. **Table 5** details the estimated Swainson's Hawk mitigation costs included in the SVSP Fee Program, which total $2.6 million.

Wetland Mitigation

Wetland mitigation requirements differ depending on the type of wetland that is impacted by the infrastructure construction. For each acre of impacted vernal pools or other wetlands that provide habitat for endangered species, one acre of similar habitat must be created and an additional two acres of habitat must be preserved. For each acre of impacted marshes and streams that do not provide habitat for endangered species, one acre of habitat must be created, but there is no preservation requirement. The creation acres requirements are included in

[3] Please refer to the cost estimate detail for assumed grading quantities per roadway segment. Roadway costs include only costs of grading associated with the structural section of the road plus a foot and a half of depth and do not include rough/mass grading that is the obligation of the property owner as it would be for the balance of the developable area of his or her project site.

Roadway Facilities



FOR ILLUSTRATIVE USE ONLY
Reflects infrastructure required by development agreements; however, some infrastructure segments may be excluded from the SVSP Fee Program.

EXHIBIT 3

Table 5
Sierra Vista Specific Plan Fee Program
Estimated Swainson's Hawk Mitigation Cost

	Acres			Mitigation Acres Required			Price	Total
Item	Within 1 mile	Over 1 mile	**Total**	Within 1 mile	Over 1 mile	**Total**	**per acre**	**Cost**
Percentage				*100%*	*75%*			
Baseline Road	29.36	25.10	54.46	29.36	18.83	48.19	$12,000	$578,280
Fiddyment Road	0.00	11.23	11.23	0.00	8.42	8.42	$12,000	$101,040
Federico Drive	6.13	7.64	13.77	6.13	5.73	11.86	$12,000	$142,320
Market Street	0.00	15.12	15.12	0.00	11.34	11.34	$12,000	$136,080
PQP Parcels	5.79	1.13	6.92	5.79	0.85	6.64	$12,000	$79,680
Santucci Boulevard	28.81	0.00	28.81	28.81	0.00	28.81	$12,000	$345,720
Sierra Glen Drive	0.00	9.04	9.04	0.00	6.78	6.78	$12,000	$81,360
Utilities and Trails [1]	2.11	4.14	6.25	2.11	3.11	5.22	$12,000	$62,640
Silver Spruce Drive	4.31	0.00	4.31	4.31	0.00	4.31	$12,000	$51,720
Sierra Village Drive	6.63	1.47	8.10	6.63	1.10	7.73	$12,000	$92,760
Upland Drive	0.00	12.70	12.70	0.00	9.53	9.53	$12,000	$114,360
Vista Grande Boulevard	25.60	22.74	48.34	25.60	17.06	42.66	$12,000	$511,920
Westbrook Boulevard	20.27	6.61	26.88	20.27	4.96	25.23	$12,000	$302,760
TOTAL	**129.01**	**116.92**	**245.93**	**129.01**	**87.71**	**216.72**		**$2,600,640**

hawk

Source: MacKay & Somps, City of Roseville, Madrone Ecological Consulting, Wildlands Inc., Westervelt Ecological Services.

[1] Includes improvements on San Fernando and Bramblewood, a public street and private drive.

Prepared by EPS 4/27/2018

P:\122000\122122 Sierra Vista Fee Program Administration\Models\122122 M5.xlsx

Section 404 of the Clean Water Act and are regulated by the United States Army Corps of Engineers (ACOE). The preservation acres requirements are included in the Endangered Species Act and are regulated by the United States Fish and Wildlife Service.

Table 6 details the wetland acres by habitat type impacted by infrastructure construction. **Table 7** summarizes the required habitat creation and preservation acres to mitigate for the infrastructure construction and shows the calculation of the estimated costs of creating and preserving those acres. Based on the survey of current creation and preservation costs in the region, the following costs per acre were applied to the required creation and preservation acres:

- Habitat Wetlands Creation $275,000 per acre
- Habitat Wetlands Preservation $325,000 per acre
- Other Wetlands Creation $150,000 per acre

In addition to the wetland creation and preservation costs described above, **Table 7** also shows the cost of wetland mitigation funded by the City that is the obligation of the SVSP developers and, thus, included in the SVSP Fee Program. Wetland mitigation costs included in the SVSP Fee Program total an estimated $12.6 million.

Sanitary Sewer Facilities

For purposes of the SVSP Fee Program, sanitary sewer facilities include a sewer collection system composed of gravity sewer mains, one force main, and one sewer lift station. **Exhibit 4** shows the backbone sanitary sewer facilities included in the SVSP Fee Program, which include the following types of improvements:

- Sewer lines 8" and larger
- Sewer force main
- Sewer manholes
- Sewer lift station
- Connections to existing sewer mains

Sanitary sewer facilities in the SVSP Fee Program total approximately $6.9 million.

Potable Water Facilities

Exhibit 5 shows the location of potable water facility improvements included in the SVSP Fee Program, which include the following water system facilities:

- Water storage tank and pumping station
- Water transmission mains
- Ground water wells
- Connections to existing water systems

The ground water well costs exclude "topside" improvement costs, which are funded through the City's water utility rate structure.

Potable water facilities in the SVSP Fee Program total approximately $14.5 million.

Table 6
Sierra Vista Specific Plan Fee Program
Estimated Wetland Mitigation Acres

Infrastructure Item	Vernal Pools	Other Habitat Wetlands: Seasonal Wetland	Other Habitat Wetlands: Wetland Swale	Other Habitat Wetlands: Subtotal	Marshes and Streams: Perennial Marsh	Marshes and Streams: Perennial Stream	Marshes and Streams: Intermittent Stream	Marshes and Streams: Ephemeral Stream	Marshes and Streams: Subtotal	Total Wetlands
Baseline Road	**2.1890**	1.2152	1.3036	**2.5187**	0.0048	0.4060	0.0000	0.0000	**0.4108**	**5.1186**
Federico Drive	**0.1559**	0.0107	0.5633	**0.5740**	0.0000	0.0000	0.0000	0.0000	**0.0000**	**0.7299**
Market Street	**0.3999**	0.0694	0.2788	**0.3483**	0.0000	0.1076	0.0955	0.0000	**0.2031**	**0.9513**
PQP Parcels	**0.0884**	0.0000	0.0484	**0.0484**	0.0000	0.0000	0.0000	0.0000	**0.0000**	**0.1368**
Santucci Boulevard	**1.3054**	0.2670	0.1467	**0.4137**	0.0000	0.0000	0.1344	0.0000	**0.1344**	**1.8534**
Sierra Glen Drive	**0.4850**	0.0377	0.5203	**0.5580**	0.0000	0.0000	0.0379	0.0000	**0.0379**	**1.0809**
Utilities and Trails	**0.0135**	0.1143	0.0179	**0.1322**	0.0000	0.0503	0.0000	0.0000	**0.0503**	**0.1960**
Silver Spruce Drive	**0.4421**	0.0000	0.0000	**0.0000**	0.0000	0.0000	0.0965	0.0000	**0.0965**	**0.5386**
Sierra Village Drive	**0.0000**	0.0007	0.0165	**0.0172**	0.0000	0.0000	0.0000	0.0000	**0.0000**	**0.0172**
Upland Drive	**0.1102**	0.4967	0.1937	**0.6904**	0.0000	0.1344	0.0000	0.0000	**0.1344**	**0.9350**
Vista Grande Boulevard	**0.9495**	0.8540	0.7094	**1.5634**	0.0000	0.1587	0.0000	0.3205	**0.4792**	**2.9921**
Westbrook Boulevard	**0.2663**	0.0000	0.0133	**0.0133**	0.0000	0.0000	0.1253	0.0000	**0.1253**	**0.4049**
Total	**6.4052**	**3.0658**	**3.8119**	**6.8777**	**0.0048**	**0.8570**	**0.4896**	**0.3205**	**1.6719**	**14.9548**

wetland ac

Source: MacKay & Somps

Table 7
Sierra Vista Specific Plan Fee Program
Estimated Wetland Mitigation Cost

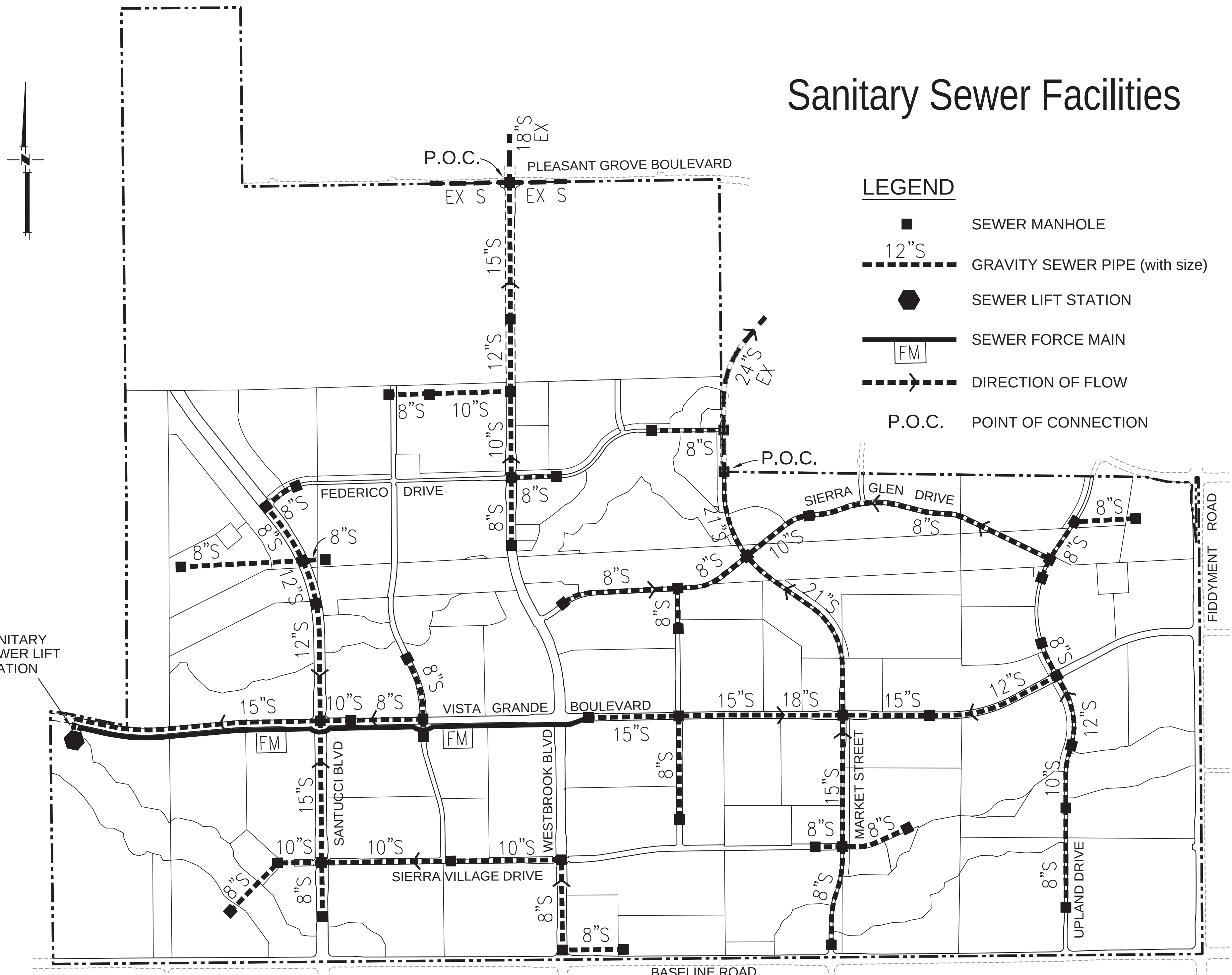
Item	404 Wetlands (1:1 Creation) and ESA Wetlands (2:1 Preservation) [1] Vernal Pools	404 Wetlands (1:1 Creation) and ESA Wetlands (2:1 Preservation) [1] Other Habitat Wetlands	404 Wetlands Only (1:1 Creation) [1] Marshes and Streams	Project Wetlands Funded By City [2]	Total Wetlands
Acres	**6.4052**	**6.8777**	**1.6719**	**0.4048**	**14.9548**
Creation					
Creation Ratio	1:1	1:1	1:1		
Acres	**6.4052**	**6.8777**	**1.6719**		
Cost per Acre	$275,000	$275,000	$150,000		
Total Cost	**$1,761,437**	**$1,891,373**	**$250,785**		
Preservation					
Preservation Ratio	2:1	2:1	NA		
Acres	**12.8104**	**13.7554**	NA		
Cost per Acre	$325,000	$325,000	NA		
Total Cost	**$4,163,396**	**$4,470,518**	NA		
Total	**$5,924,833**	**$6,361,892**	**$250,785**	**$79,724**	**$12,617,233**

wetland cost

Source: City of Roseville, Madrone Ecological Consulting, Wildlands Inc., Westervelt Ecological Services.

[1] **404 Wetlands** - regulated through Section 404 of the Clean Water Act. by the U.S. Army Corps of Engineers. Requires creation of 1 wetland acre for each impacted wetland acre.
ESA Wetlands - regulated through the Endangered Species Act by the U.S. Fish and Wildlife Service. Requires preservation of 2 wetland acres for each impacted wetland acre.
[2] Wetland mitigation cost associated with the CIP work for widening Fiddyment Road. Approximately $197,000 per acre.

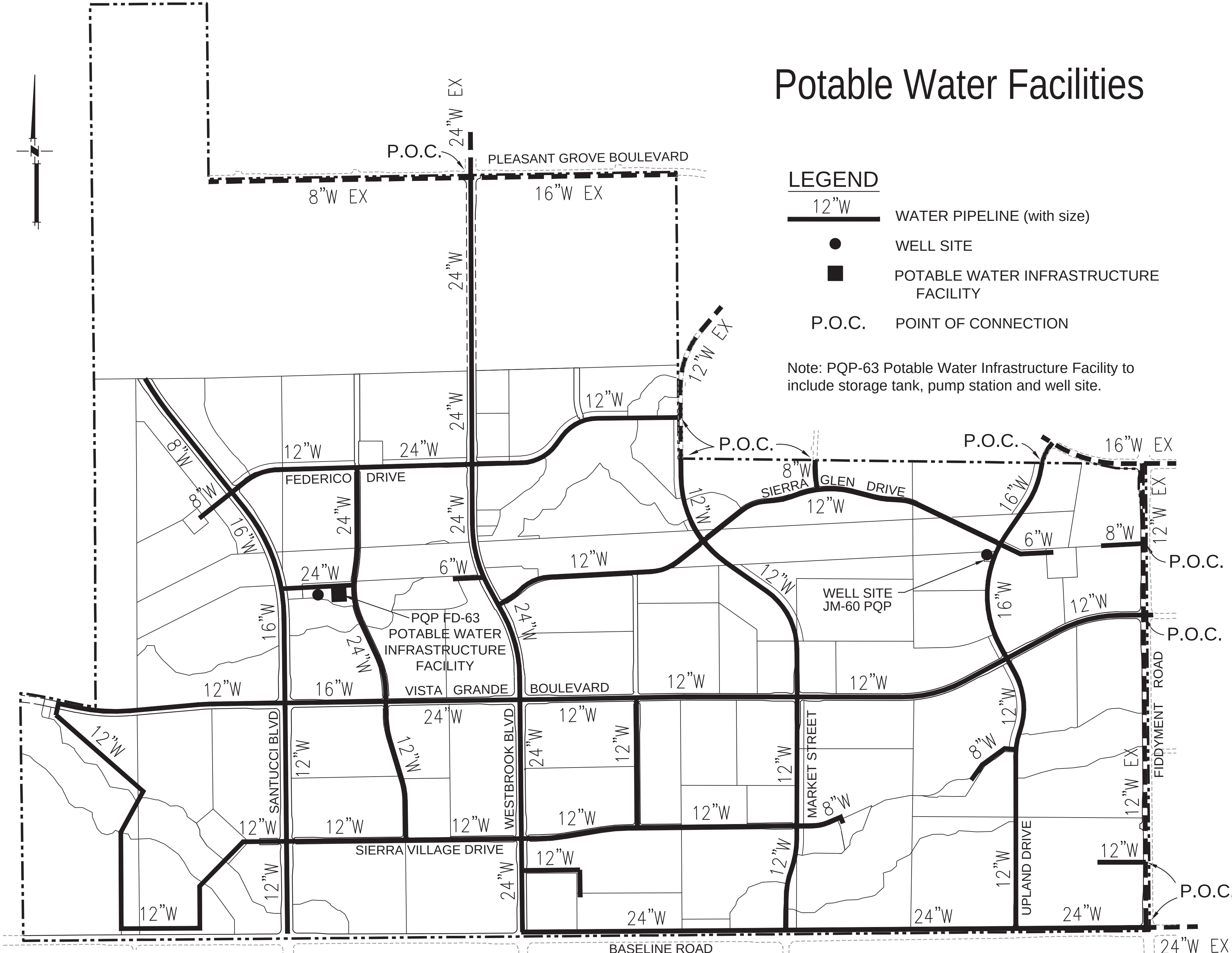
Sanitary Sewer Facilities



FOR ILLUSTRATIVE USE ONLY
Reflects infrastructure required by development agreements; however, some infrastructure segments may be excluded from the SVSP Fee Program.

EXHIBIT 4

Potable Water Facilities



FOR ILLUSTRATIVE USE ONLY
Reflects infrastructure required by development agreements; however, some infrastructure segments may be excluded from the SVSP Fee Program.

EXHIBIT 5

Recycled Water Facilities

Recycled water facilities will be used to irrigate landscaping for high-density residential projects, nonresidential projects, landscaped medians, parks, paseos, and school sites. The recycled water distribution system will connect to existing or planned recycled water facilities located in the West Roseville Specific Plan. In addition, the SVSP is required to contribute to the expansion of the recycled water storage facility and pumping station located in the West Roseville Specific Plan. The cost of the latter improvements will be funded through Mello-Roos Community Facilities District (CFD) financing and through a rate surcharge on the rate-payer's bill. If the CFD or rate-surcharge financing options are not implemented, the City will use another mechanism, separate from the SVSP Fee Program, to fund the recycled water storage facility and pumping station expansion.

Exhibit 6 shows the location of recycled water facility improvements included in the SVSP Fee Program, which include the following facilities:

- Recycled water transmission/distribution mains.
- Connections to existing system.

Recycled water facilities in the SVSP Fee Program total approximately $6.2 million.

Storm Drainage Facilities

The storm drainage facilities will include a series of drainage pipelines, drainage outfall structures, detention basins, and other facilities consistent with the SVSP Drainage and Stormwater Master Plan. **Exhibit 7** shows the location of the storm drainage facility improvements included in the SVSP Fee Program, which include the following facilities:

- Storm drainage pipelines
- Junction structures
- Storm drainage manholes
- Grassy swale outfalls
- Culverts
- Detention/created wetlands
- Preserve area grading

Storm drainage facilities in the SVSP Fee Program total approximately $23.9 million.

Paseos

The SVSP document identifies several paseo corridors that generally follow Upland Drive, Market Street, and Federico Drive. The paseo features are located in residential neighborhoods or along roadways and provide pedestrian and bikeway linkages from the residential neighborhoods to the parks, school, and open space areas. Paseo widths vary depending on location and may include water-conserving landscaping, multiple-use pathways, and other features.[3]

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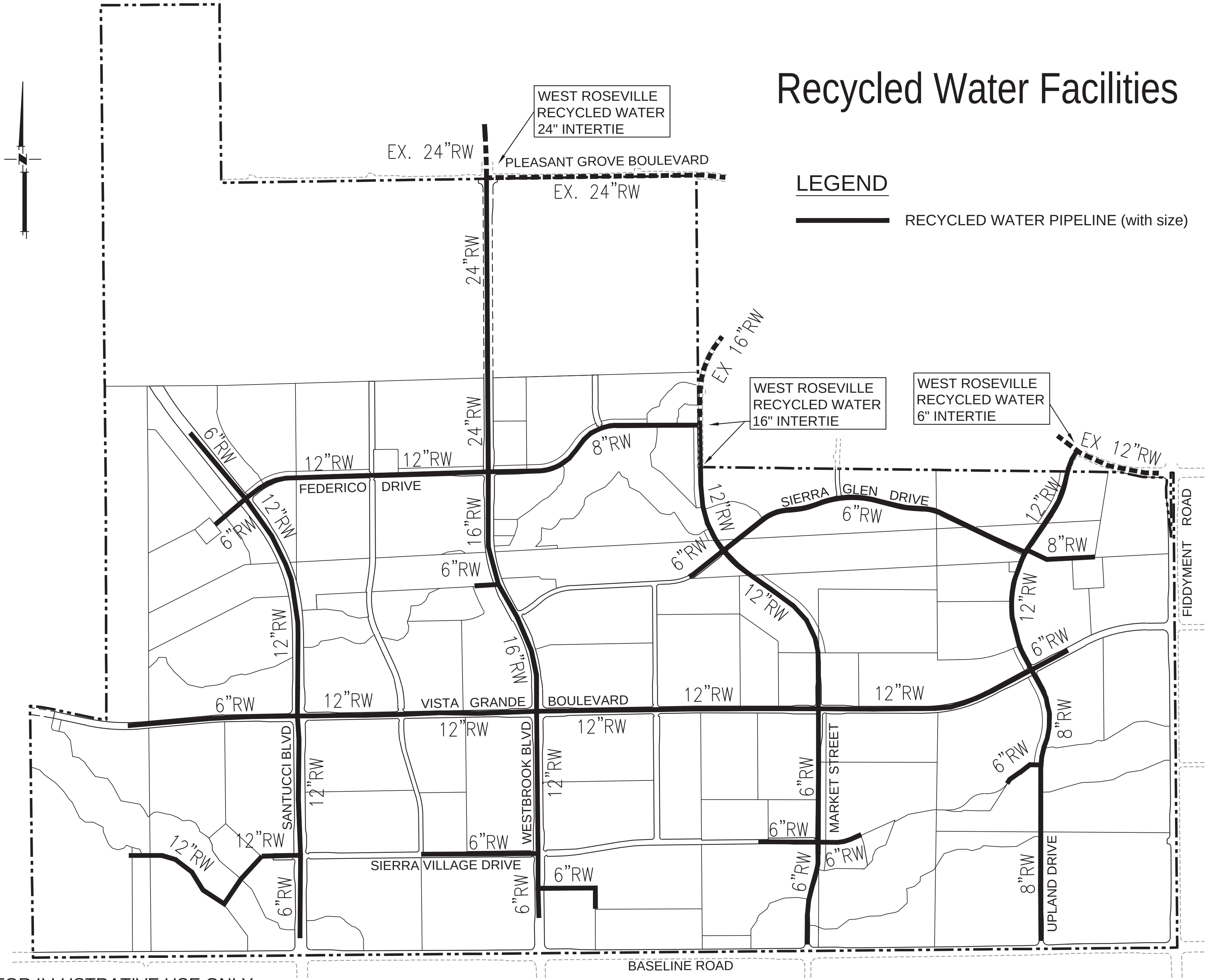
[3] Sierra Vista Specific Plan, dated March 19, 2010, p. 4–15.

Recycled Water Facilities



FOR ILLUSTRATIVE USE ONLY
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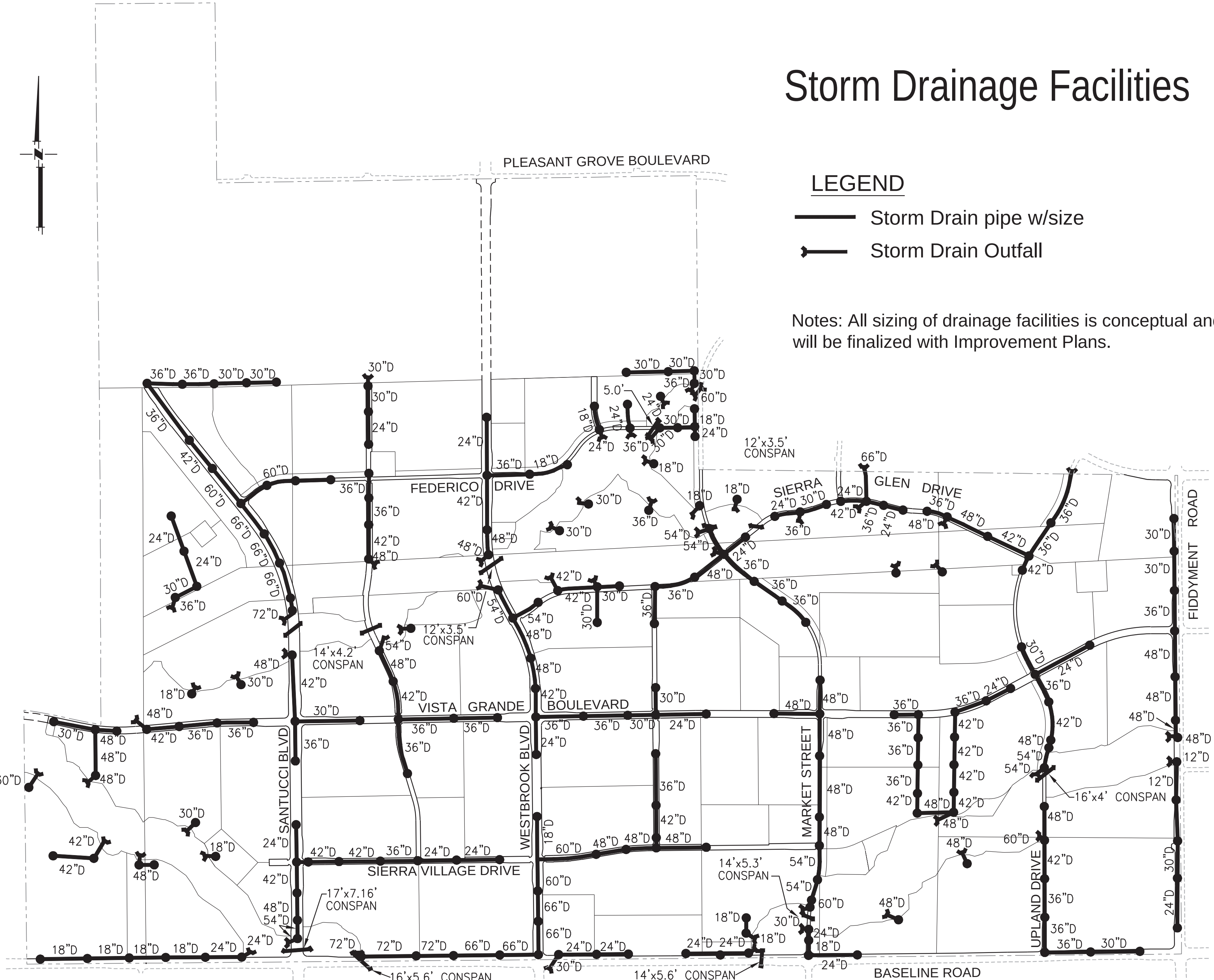
EXHIBIT 6

Storm Drainage Facilities



Notes: All sizing of drainage facilities is conceptual and will be finalized with Improvement Plans.

FOR ILLUSTRATIVE USE ONLY
Reflects infrastructure required by development agreements; however, some infrastructure segments may be excluded from the SVSP Fee Program.

EXHIBIT 7

Exhibit 8 shows the location of paseos included in the SVSP Fee Program, which include the following facilities:

- Finish grading
- Irrigation facilities
- Concrete sidewalks/paths
- Seeding and planting
- Benches and trash receptacles

Paseo facilities total approximately $2.1 million in the SVSP Fee Program.

Park and Ride Facilities

Park and ride facilities in the SVSP provide parking for commuters to leave their vehicles to meet carpools, vanpools, or to access transit. The SVSP has 2 park and ride lots near major roadway intersections on the Baseline Road, Fiddyment Road, and Santucci Boulevard corridors. Each park and ride location requires 50 park and ride spaces. In the SVSP Fee Program, the park and ride facilities category also includes a bus transfer station planned near the intersection of Baseline Road and Fiddyment Road. The bus transfer station will include queuing space for buses and a location for pedestrian shelters.

Exhibit 9 shows the location of park and ride facilities and the bus transfer station. Park and ride facilities in the SVSP Fee Program total approximately $0.7 million.

Interest Costs for SVSP Reimbursement Obligations

Developers or property owners who are awaiting cash reimbursement from the City for eligible SVSP Fee Program costs will earn interest on the outstanding cash reimbursement at an annual rate of 4 percent. Based on the terms identified in the Development Agreement, the interest cost to be included in the SVSP Fee Program will be included at such time as the first reimbursement obligation is determined and will then be applicable from that point forward. Interest will be determined on an annual basis and will be calculated from the date of the reimbursement agreement.

Public Land Fee Adjustments

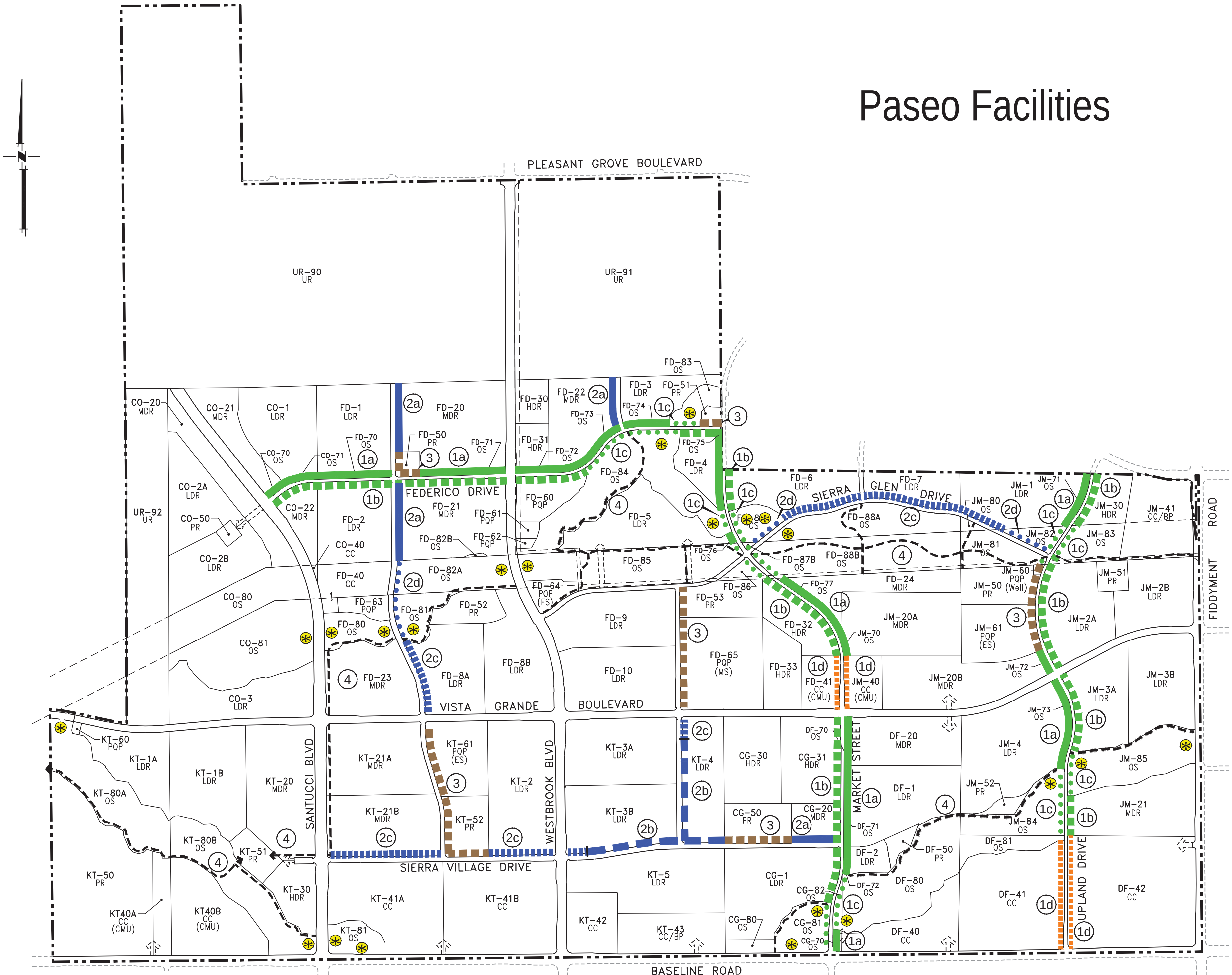
The SVSP Infrastructure Fee Component will be adjusted based on an Ownership Entity's dedication of open space and other public land relative to that Ownership Entity's obligation to provide for such land dedications.

Open Space

The SVSP document and wetlands permits require dedication of certain areas as open space in the SVSP. Open space areas include the following categories of land use:

- General Open Space (with and without detention basin function).
- Open Space in the Western Area Power Authority (WAPA) corridor (with and without detention).
- Army Corps of Engineers (ACOE) Open Space.

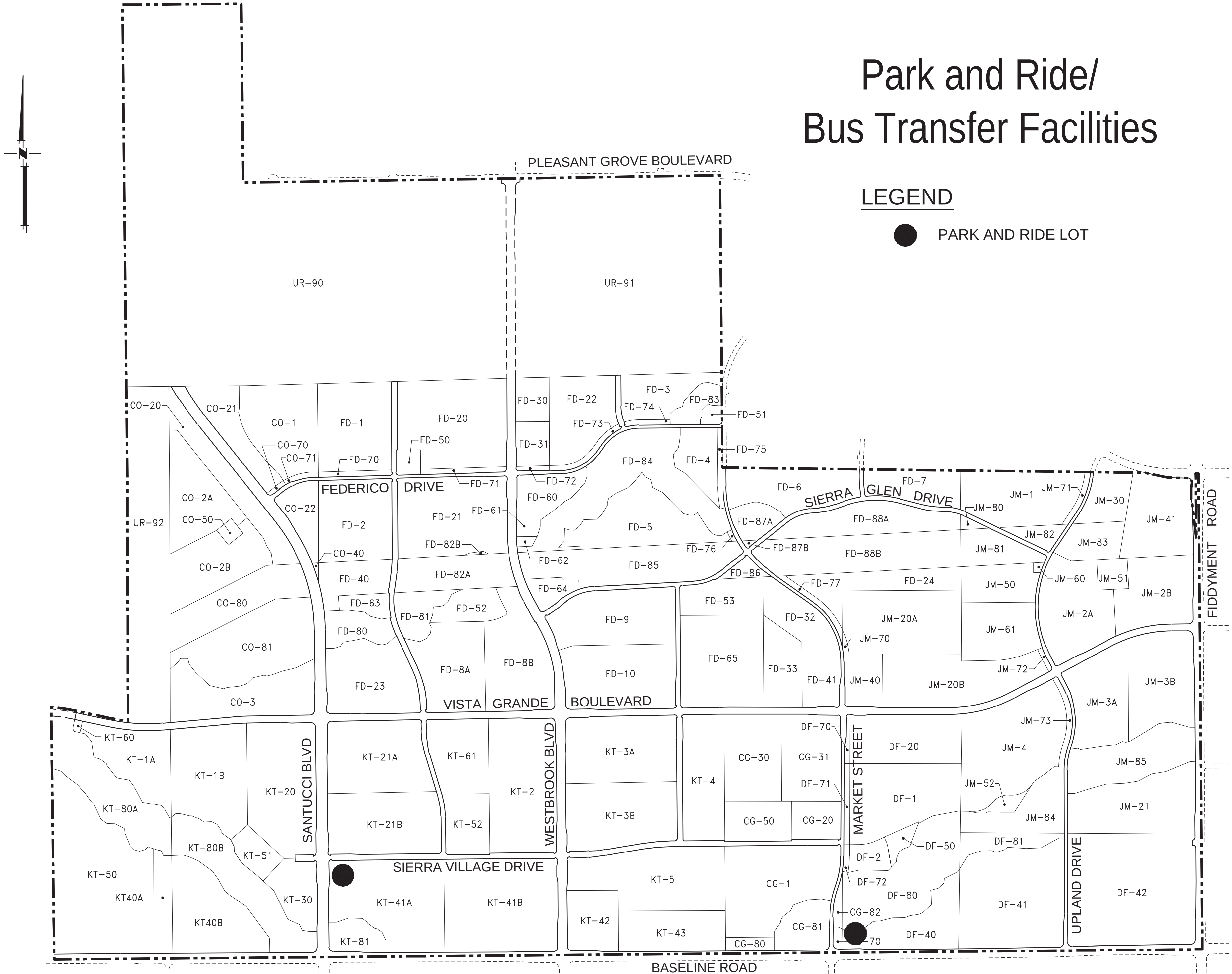
Paseo Facilities



FOR ILLUSTRATIVE USE ONLY
Reflects infrastructure required by development agreements; however, some infrastructure segments may be excluded from the SVSP Fee Program.

EXHIBIT 8

Park and Ride/ Bus Transfer Facilities



FOR ILLUSTRATIVE USE ONLY

Reflects infrastructure required by development agreements; however, some infrastructure segments may be excluded from the SVSP Fee Program.

EXHIBIT 9

The values used to determine the open space obligations and related Public Land Fee Adjustments are based on the appraisal prepared for the City park acreage. The values for each category of open space will equal the total City park acreage appraisal amount multiplied by the following percentages:

- ACOE open space = 50 percent of City park land value.
- General open space = 20 percent of City park land value.
- WAPA open space = 10 percent of City park land value.

As described later in this document, values will be updated in the future with updated appraisals prepared for the City park land.

Public Land Dedications

In addition to the open space requirements, the SVSP Fee Program includes public land dedication requirements that include the following categories of land use:

- Roadway and landscape corridor right-of-way.
- Public/quasi-public land (includes church, electrical substation, recycle center, wastewater treatment plant, fire station, well, and sewer lift station site).
- Paseos.

All public land dedications identified above will be valued at 100 percent of the value determined for the City park land as periodically updated for the SVSP Fee Program.

SVSP Administration Fee Component

The SVSP Administration Fee Component will be collected to fund the administration, oversight, implementation, and updates of the SVSP Fee Program. The SVSP Administration Fee Component will include adequate funding to cover all City costs, including those of outside consultants, to administer the SVSP Fee Program.

Initially, SVSP Fee Program administration costs will be advance-funded by the SVSP Owners' Group until such time as the City determines the SVSP Administration Fee Component has sufficient funding for Fee Program administration.

While the SVSP Administration Fee Component is required to cover actual costs of administering the program on an annual basis, this fee component also must collect adequate funding to cover periodic updates to the program that are above and beyond the annual fee program monitoring and maintenance. To account for these circumstances, the SVSP Administration Fee Component was established as two percent of the gross SVSP Infrastructure Fee Component.

5. *NEXUS STUDY METHODOLOGY*

This chapter describes the nexus study methodology used in the SVSP Fee Program. The nexus study methodology was derived from Exhibit JJ from the Development Agreement, which was entitled "Sierra Vista Specific Plan Infrastructure Fee Terms and Conditions."

SVSP City Park Fee Component

The SVSP City Park Fee Component is collected from SVSP development to fund the acquisition cost of City park land in the SVSP. The City Park is approximately 39.9 acres. The SVSP City Park Fee Component is only applicable to the 39.9-acre parcel determined to be the City Park in the SVSP—labeled as Parcel KT-50 in **Appendix B**.

Figure 4 shows the methodology for determining the SVSP City Park Fee Component, which is calculated using the following steps:

1. Determine the value of the City Park land by multiplying the City Park acreage by the value per acre for City Park land. Note that the City Park Land value per acre was recently updated to reflect a December 2017 appraisal (see **Chapter 4** for details).

2. Determine the total amount of new residential development that will benefit from the City Park Land.

3. Determine the proportionate impact and the appropriate share of costs attributable to each land use:

   - Determine the appropriate allocation factor to allocate the cost of City Park Land (persons per dwelling unit).

   - Apply the appropriate allocation factor to the anticipated land uses to determine the total number of equivalent dwelling units (EDUs) (see **Table 8**).

   - Determine the percentage of total EDUs by land use category (**Table 8**).

   - Multiply the percentage of EDUs by land use category by the total City Park Land Cost (**Table 8**).

   - Divide the allocated cost by land use type by the number of units by land use type to determine the justifiable fee per unit for residential land uses.

The steps described are used to determine the proposed SVSP City Park Fee Component. In future years, new appraisals will be completed and the SVSP City Park Fee Component will be updated by the percentage change in appraised value for the current year as compared to the prior year.

Figure 4
Sierra Vista Specific Plan Nexus Study
Calculation of City Park Fee

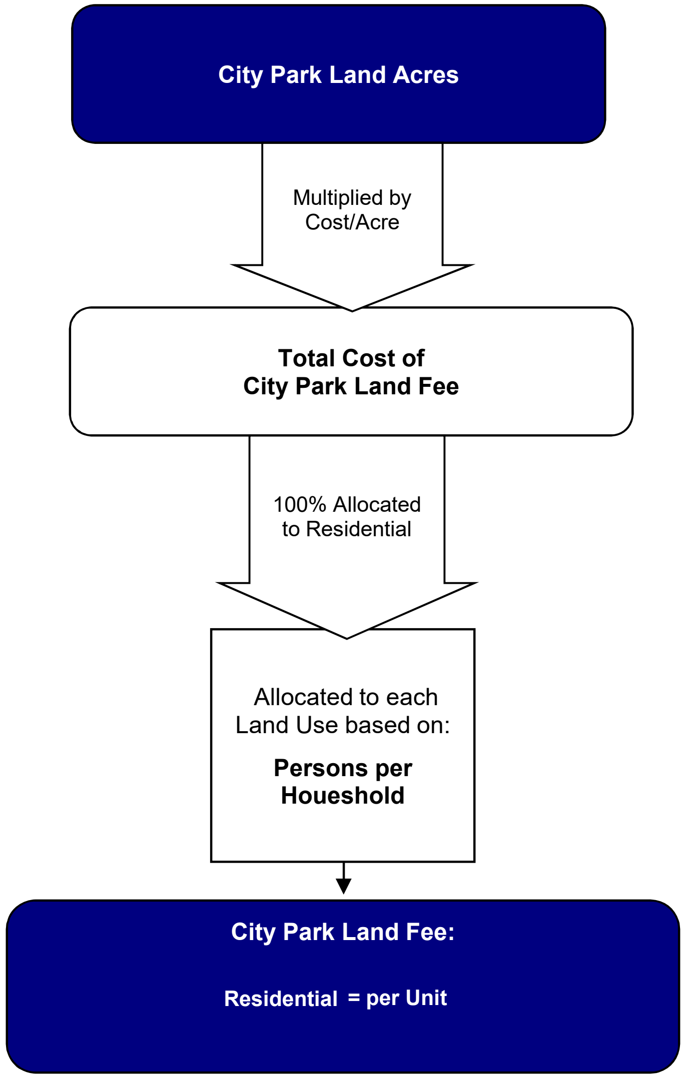


Table 8
Sierra Vista Specific Plan Fee Program
Citywide Park Costs and Cost Allocation (2017 $)

	Land Uses		**Cost Allocation Factors**			**Allocated Costs**		
Land Use	Developable Acres	Units/ Sq. Ft.	Persons per Unit	Total EDUs	Percent Share	Allocated Cost	Per Acre	Per Unit or Sq. Ft.
Residential		*units*	*PPH*					*per unit*
Low Density	524.2	2,728	2.54	6,929	47.1%	$6,353,429	$12,120	$2,329
Medium Density	232.4	1,941	2.17	4,212	28.6%	$3,862,028	$16,621	$1,990
High Density	68.2	1,692	1.80	3,046	20.7%	$2,792,563	$40,976	$1,650
Mixed Use	14.5	289	1.80	520	3.5%	$476,980	$33,009	$1,650
Subtotal Residential	**839.2**	**6,650**		**14,707**	**100.0%**	**$13,485,000**	**n/a**	**n/a**
Nonresidential		*sq. ft.*						*per sq. ft.*
Community Commercial	147.1	1,601,581	n/a	0	0.0%	$0	$0	$0.00
Business Professional	21.5	234,625	n/a	0	0.0%	$0	$0	$0.00
Mixed Use	20.3	221,089	n/a	0	0.0%	$0	$0	$0.00
Subtotal Nonresidential	**188.9**	**2,057,295**		**0**	**0.0%**	**$0**	**n/a**	**n/a**
Total	**1,028.1**	**n/a**		**14,707**	**100.0%**	**$13,485,000**	**n/a**	**n/a**

"parks_alloc"

Source: City of Roseville and SVSP Financing Plan

SVSP Infrastructure Fee Component

The SVSP Infrastructure Fee Component will fund the following costs:

- Design and construction of backbone infrastructure.
- The value of public lands dedicated for open space and right-of-way.

As illustrated in **Figure 3**, the SVSP Infrastructure Fee Component begins with calculation of the Gross Infrastructure Fee and then, in a given Ownership Entity, is adjusted for Public Land Fee adjustments to derive the net SVSP Infrastructure Fee Component.

Gross Infrastructure Fee

As described in the previous chapter, the Gross Infrastructure Fee comprises the design and construction costs for the following facilities:

- Roadway facilities
- Sanitary sewer facilities
- Potable water facilities
- Recycled water facilities
- Storm drainage facilities
- Paseos
- Park and ride facilities

The following steps describe the methodology for determining the Gross Infrastructure Fee:

1. Determine the total amount of land uses that will benefit from the infrastructure improvements (discussed in **Chapter 3**).

2. Determine the infrastructure needed to serve new development (identified by the SVSP, City, and Preliminary Estimates, and discussed in **Chapter 4**).

3. Determine the net cost of infrastructure to be funded by the SVSP Fee Program after accounting for other funding sources, if applicable (described in **Chapter 4**).

4. Determine the proportionate impact and the appropriate share of costs attributable to each land use:

    a. Determine the appropriate allocation factor to allocate the cost of required infrastructure improvements by improvement type (presented in this chapter).

    b. Apply the appropriate allocation factor to the anticipated land uses to determine the total number of EDUs (see **Tables 9** through **15**).

    c. Determine the percentage of total EDUs by land use category (**Tables 9** through **15**).

Table 9
Sierra Vista Specific Plan Fee Program
Roadway Costs and Cost Allocation (2017 $)

Land Use	Land Uses		Cost Allocation Factors			Allocated Costs		
	Developable Acres	Units/ Sq. Ft.	Peak Hour Trip Factors	Total Peak Hour Trips	Percent Share	Allocated Cost	Per Acre	Per Unit or Sq. Ft.
			[1]					
Residential		*units*	*per unit*					*per unit*
Low Density	524.2	2,728	1.00	2,728	30.8%	$25,814,128	$49,244	$9,463
Medium Density	232.4	1,941	1.00	1,941	21.9%	$18,367,017	$79,048	$9,463
High Density	68.2	1,692	0.62	1,049	11.9%	$9,926,706	$145,655	$5,867
Mixed Use	14.5	289	0.62	179	2.0%	$1,695,519	$117,337	$5,867
Subtotal Residential	**839.2**	**6,650**		**5,897**	**66.7%**	**$55,803,369**	**n/a**	**n/a**
Nonresidential		*sq. ft.*	*trips/ksf/day*					*per sq. ft.*
Community Commercial	147.1	1,601,581	1.42	2,274	25.7%	$21,520,400	$146,329	$13.44
Business Professional	21.5	234,625	1.54	361	4.1%	$3,419,071	$158,694	$14.57
Mixed Use	20.3	221,089	1.42	314	3.5%	$2,970,767	$146,329	$13.44
Subtotal Nonresidential	**188.9**	**2,057,295**		**2,950**	**33.3%**	**$27,910,238**	**n/a**	**n/a**
Total	**1,028.1**	**n/a**		**8,847**	**100.0%**	**$83,713,607**	**n/a**	**n/a**

"road_alloc"

Source: City of Roseville and SVSP Financing Plan

[1] Peak hour trip factors from the City's Traffic Mitigation Fee Study.

Table 10
Sierra Vista Specific Plan Fee Program
Sewer Costs and Cost Allocation (2017 $)

Land Use	Land Uses		Cost Allocation Factors			Allocated Costs		
	Developable Acres	Units/ Sq. Ft.	Gallons per Day	Total Gallons	Percent Share	Allocated Cost	Per Acre	Per Unit or Sq. Ft.
Residential		*units*	*per unit*					*per unit*
Low Density	524.2	2,728	190	518,320	39.7%	$2,747,115	$5,241	$1,007
Medium Density	232.4	1,941	190	368,790	28.3%	$1,954,601	$8,412	$1,007
High Density	68.2	1,692	130	219,960	16.9%	$1,165,796	$17,106	$689
Mixed Use	14.5	289	130	37,570	2.9%	$199,122	$13,780	$689
Subtotal Residential	**839.2**	**6,650**		**1,144,640**	**87.7%**	**$6,066,634**	**n/a**	**n/a**
Nonresidential		*sq. ft.*	*per acre*					*per sq. ft.*
Community Commercial	147.1	1,601,581	850	125,009	9.6%	$662,550	$4,505	$0.41
Business Professional	21.5	234,625	850	18,313	1.4%	$97,061	$4,505	$0.41
Mixed Use	20.3	221,089	850	17,257	1.3%	$91,461	$4,505	$0.41
Subtotal Nonresidential	**188.9**	**2,057,295**		**160,579**	**12.3%**	**$851,073**	**n/a**	**n/a**
Total	**1,028.1**	**n/a**		**1,305,219**	**100.0%**	**$6,917,707**	**n/a**	**n/a**

"sewer_alloc"

Source: City of Roseville and SVSP Financing Plan

Table 11
Sierra Vista Specific Plan Fee Program
Potable Water Costs and Cost Allocation (2017 $)

	Land Uses		Cost Allocation Factors			Allocated Costs		
Land Use	Developable Acres	Units/ Sq. Ft.	Gallons per Day [1]	Total Gallons	Percent Share	Allocated Cost	Per Acre	Per Unit or Sq. Ft.
Residential		*units*	*per unit*					*per unit*
Low Density	524.2	2,728	420	1,145,760	50.8%	$7,344,083	$14,010	$2,692
Medium Density	232.4	1,941	250	485,250	21.5%	$3,110,351	$13,386	$1,602
High Density	68.2	1,692	170	287,640	12.8%	$1,843,712	$27,053	$1,090
Mixed Use	14.5	289	170	49,130	2.2%	$314,913	$21,793	$1,090
Subtotal Residential	**839.2**	**6,650**		**1,967,780**	**87.2%**	**$12,613,060**	**n/a**	**n/a**
Nonresidential		*sq. ft.*	*per acre*					*per sq. ft.*
Community Commercial	147.1	1,601,581	1,525	224,221	9.9%	$1,437,212	$9,772	$0.90
Business Professional	21.5	234,625	1,525	32,848	1.5%	$210,546	$9,772	$0.90
Mixed Use	20.3	221,089	1,525	30,952	1.4%	$198,399	$9,772	$0.90
Subtotal Nonresidential	**188.9**	**2,057,295**		**288,021**	**12.8%**	**$1,846,157**	**n/a**	**n/a**
Total	**1,028.1**	**n/a**		**2,255,801**	**100.0%**	**$14,459,216**	**n/a**	**n/a**

"water_alloc"

Source: City of Roseville and SVSP Financing Plan

[1] Updated to be consistent with the water usage rates in the City's 2014 Water Connection Fee Adjustment Analysis.

Table 12
Sierra Vista Specific Plan Fee Program
Recycled Water Costs and Cost Allocation (2017 $)

	Land Uses		Cost Allocation Factors			Allocated Costs		
Land Use	Developable Acres	Units/ Sq. Ft.	Gallons per Day [1]	Total Gallons	Percent Share	Allocated Cost	Per Acre	Per Unit or Sq. Ft.
Residential		*units*	*per unit*					*per unit*
Low Density	524.2	2,728	420	1,145,760	50.8%	$3,154,057	$6,017	$1,156
Medium Density	232.4	1,941	250	485,250	21.5%	$1,335,800	$5,749	$688
High Density	68.2	1,692	170	287,640	12.8%	$791,818	$11,618	$468
Mixed Use	14.5	289	170	49,130	2.2%	$135,245	$9,360	$468
Subtotal Residential	**839.2**	**6,650**		**1,967,780**	**87.2%**	**$5,416,919**	**n/a**	**n/a**
Nonresidential		*sq. ft.*	*per acre*					*per sq. ft.*
Community Commercial	147.1	1,601,581	1,525	224,221	9.9%	$617,238	$4,197	$0.39
Business Professional	21.5	234,625	1,525	32,848	1.5%	$90,423	$4,197	$0.39
Mixed Use	20.3	221,089	1,525	30,952	1.4%	$85,206	$4,197	$0.39
Subtotal Nonresidential	**188.9**	**2,057,295**		**288,021**	**12.8%**	**$792,867**	**n/a**	**n/a**
Total	**1,028.1**	**n/a**		**2,255,801**	**100.0%**	**$6,209,787**	**n/a**	**n/a**

"recwater_alloc"

Source: City of Roseville and SVSP Financing Plan

[1] Updated to be consistent with the water usage rates in the City's 2014 Water Connection Fee Adjustment Analysis.

Table 13
Sierra Vista Specific Plan Fee Program
Storm Drainage Costs and Cost Allocation (2017 $)

Land Use	Land Uses: Developable Acres	Land Uses: Units/ Sq. Ft.	Cost Allocation Factors: Runoff Coefficient	Cost Allocation Factors: Total EDUs	Cost Allocation Factors: Percent Share	Allocated Costs: Allocated Cost	Allocated Costs: Per Acre	Allocated Costs: Per Unit or Sq. Ft.
			[1]					
Residential		*units*	*per acre*					*per unit*
Low Density	524.2	2,728	1.00	524	29.5%	$7,055,361	$13,459	$2,586
Medium Density	232.4	1,941	1.75	407	22.9%	$5,472,714	$23,553	$2,820
High Density	68.2	1,692	2.86	195	11.0%	$2,623,379	$38,493	$1,550
Mixed Use	14.5	289	2.86	41	2.3%	$556,225	$38,493	$1,925
Subtotal Residential	**839.2**	**6,650**		**1,167**	**65.6%**	**$15,707,679**	**n/a**	**n/a**
Nonresidential		*sq. ft.*	*per acre*					*per sq. ft.*
Community Commercial	147.1	1,601,581	3.24	477	26.8%	$6,413,315	$43,608	$4.00
Business Professional	21.5	234,625	3.24	70	3.9%	$939,524	$43,608	$4.00
Mixed Use	20.3	221,089	3.24	66	3.7%	$885,320	$43,608	$4.00
Subtotal Nonresidential	**188.9**	**2,057,295**		**612**	**34.4%**	**$8,238,159**	**n/a**	**n/a**
Total	**1,028.1**	**n/a**		**1,779**	**100.0%**	**$23,945,838**	**n/a**	**n/a**

"drain_alloc"

Source: City of Roseville and SVSP Financing Plan

[1] Runoff coefficient factors provided by the City.

Table 14
Sierra Vista Specific Plan Fee Program
Paseo Costs and Cost Allocation (2017 $)

	Land Uses		Cost Allocation Factors			Allocated Costs		
Land Use	Developable Acres	Units/ Sq. Ft.	PPH Sq. Ft./Empl.	Total EDUs	Percent Share	Allocated Cost	Per Acre	Per Unit or Sq. Ft.
Residential		*units*	*PPH*					*per unit*
Low Density	524.2	2,728	2.54	6,929	38.1%	$803,251	$1,532	$294
Medium Density	232.4	1,941	2.17	4,212	23.2%	$488,268	$2,101	$252
High Density	68.2	1,692	1.80	3,046	16.8%	$353,058	$5,180	$209
Mixed Use	14.5	289	1.80	520	2.9%	$60,304	$4,173	$209
Subtotal Residential	**839.2**	**6,650**		**14,707**	**80.9%**	**$1,704,881**	**n/a**	**n/a**
Nonresidential		*sq. ft.*	*sq. ft./empl.*					*per sq. ft.*
Community Commercial	147.1	1,601,581	592	2,705	14.9%	$313,618	$2,132	$0.20
Business Professional	21.5	234,625	592	396	2.2%	$45,944	$2,132	$0.20
Mixed Use	20.3	221,089	592	373	2.1%	$43,293	$2,132	$0.20
Subtotal Nonresidential	**188.9**	**2,057,295**		**3,475**	**19.1%**	**$402,854**	**n/a**	**n/a**
Total	**1,028.1**	**n/a**		**18,182**	**100.0%**	**$2,107,736**	**n/a**	**n/a**

"paseo_alloc"

Source: City of Roseville and SVSP Financing Plan

Table 15
Sierra Vista Specific Plan Fee Program
Bus Transfer Station and Park & Ride Cost Allocation (2017 $)

Land Use	Land Uses: Developable Acres	Land Uses: Units/ Sq. Ft.	Cost Allocation Factors: EDU Factor [1]	Cost Allocation Factors: Total EDUs	Cost Allocation Factors: Percent Share	Allocated Costs: Allocated Cost	Allocated Costs: Per Acre	Allocated Costs: Per Unit
Residential		*units*	*PPH*					
Low Density	524.2	2,728	2.54	6,929	40.4%	$281,778	$538	$103
Medium Density	232.4	1,941	2.17	4,212	24.5%	$171,283	$737	$88
High Density	68.2	1,692	1.80	3,046	17.8%	$123,851	$1,817	$73
Mixed Use	14.5	289	1.80	520	3.0%	$21,154	$1,464	$73
Subtotal Residential	**839.2**	**6,650**		**14,707**	**85.7%**	**$598,066**	**n/a**	**n/a**
Nonresidential		*sq. ft.*	*EDUs per Acre*					
Community Commercial	147.1	1,601,581	12.97	1,908	11.1%	$77,598	$528	$0.05
Business Professional	21.5	234,625	12.97	280	1.6%	$11,368	$528	$0.05
Mixed Use	20.3	221,089	12.97	263	1.5%	$10,712	$528	$0.05
Subtotal Nonresidential	**188.9**	**2,057,295**		**2,451**	**14.3%**	**$99,678**	**n/a**	**n/a**
Total	**1,028.1**	**n/a**		**17,158**	**100.0%**	**$697,744**	**n/a**	**n/a**

"bus_alloc"

Source: City of Roseville and SVSP Financing Plan

[1] As stated in the Development Agreement, nonresidential land uses are allocated 1/7 of total costs.

d. Multiply the percentage of EDUs by land use category by the total infrastructure cost by improvement type (**Tables 9** through **15**).

e. Divide the allocated cost by land use type by the number of units by land use type to determine the justifiable fee per unit (for residential) or by building square feet to determine the justifiable fee per building square feet (for nonresidential).

Table 16 summarizes the cost allocation factors used for each infrastructure category included in the Gross Infrastructure Fee. **Tables 9** through **15** show the cost allocations for each infrastructure category.

Public Land Fee Adjustments

The Public Land Fee adjustments, which are calculated on a per-unit or per-building-square-foot basis, are applied to the Gross Infrastructure Fee to determine the net SVSP Infrastructure Fee Component. Again, this concept is illustrated in **Figure 5**.

The methodology to determine the Public Land Fee Adjustments differs by type of public land. The following sections describe the methodology for each type of public land.

Public Land Dedications—Cost Allocation Methodology

The public land cost allocations are completed using the two-phase process illustrated in **Figure 5**. The first phase of allocation is described by the following steps:

1. Determine the total amount of SVSP developable acreage that will benefit from public land dedications and the amount of developable acreage by SVSP Ownership Entity.

2. Determine the percentage of developable acreage by SVSP Ownership Entity by dividing the amount per SVSP Ownership Entity by the total amount of SVSP developable acreage.

3. Determine the total amount of public land dedication required to serve new development in the SVSP.

4. Determine the required public land dedication acreage by SVSP Ownership Entity by multiplying the percentage derived in Step 2 by the total acreage determined in Step 3.

5. For each SVSP Ownership Entity, determine the total amount of public land being dedicated by that SVSP Ownership Entity.

6. For each SVSP Ownership Entity, compare the required public land acreage determined in Step 4 with the actual amount of public land to be dedicated in Step 5 to determine public land acreage difference (positive or negative).

7. For each SVSP Ownership Entity, multiply the acreage difference determined in Step 6 by the per-acre value for public land (equal to 100 percent of the City park land value, as discussed in **Chapter 4**). A positive result means payment is owed for public land costs, and a negative result means the SVSP Ownership Entity over-dedicated public land relative to his or her obligation.

Table 16
Sierra Vista Specific Plan Fee Program
Allocation Factors Summary

Land Use	**Land Uses** Developable Acres	**Land Uses** Units/ Sq. Ft.	**ROW & Open Space**	**Parks/ Other Facilities**	**Roadway Facilities**	**Sewer Facilities**	**Potable & Recycled Water Facilities**	**Storm Drainage Facilities**	**Paseo Construction Costs**	**Park & Ride/ Bus Transfer Station Fac.**	**Open Space**	**Public Land**
Measurement			*Developable acreage*	*PPH = Persons/ Household*	*daily peak trips/ unit or ksf [1]*	*gallons per day*	*gallons per day [2]*	*runoff coef./acre*	*PPH or Sq. Ft./employ*	*Hybrid PPH with NR adj. [3]*	*PPH or Sq. Ft./employ*	*daily peak trips/ unit or ksf [1]*
Residential		*units*		*PPH*	*per unit*	*per unit*	*per unit*	*per acre*	*PPH*	*PPH*	*PPH*	*per unit*
Low Density	524.2	2,728	51.0%	2.54	1.00	190	420	1.00	2.54	2.54	2.54	1.00
Medium Density	232.4	1,941	22.6%	2.17	1.00	190	250	1.75	2.17	2.17	2.17	1.00
High Density	68.2	1,692	6.6%	1.80	0.62	130	170	2.86	1.80	1.80	1.80	0.62
Mixed Use	14.5	289	1.4%	1.80	0.62	130	170	2.86	1.80	1.80	1.80	0.62
Subtotal Residential	**839.2**	**6,650**	**81.6%**									
Nonresidential		*sq. ft.*			*per ksf*	*per acre*	*per acre*	*per acre*	*Sq. Ft./employ*	*NR Adj*	*Sq. Ft./employ*	*trips/ksf/day*
Community Commercial	147.1	1,601,581	14.3%	n/a	1.42	850	1,525	3.24	592	12.97	592	1.42
Business Professional	21.5	234,625	2.1%	n/a	1.54	850	1,525	3.24	592	12.97	592	1.54
Mixed Use	20.3	221,089	2.0%	n/a	1.42	850	1,525	3.24	592	12.97	592	1.42
Subtotal Nonresidential	**188.9**	**2,057,295**	**18.4%**									
Total [4]	**1,028.1**	**n/a**	**100.0%**									

"alloc_factors"

[1] From the City of Roseville Traffic Mitigation Fee Program.
[2] Water allocation factors changed to be consistent with City of Roseville Water Connection Fee Adjustment Analysis from 2014.
[3] "NR adj" = Nonresidential adjustment, which assumes 1/7th of costs are allocated to nonresidential.
[4] Acreage totals may not sum because of rounding.

Figure 5
Sierra Vista Specific Plan Nexus Study
Calculation of Public Land Adjustment

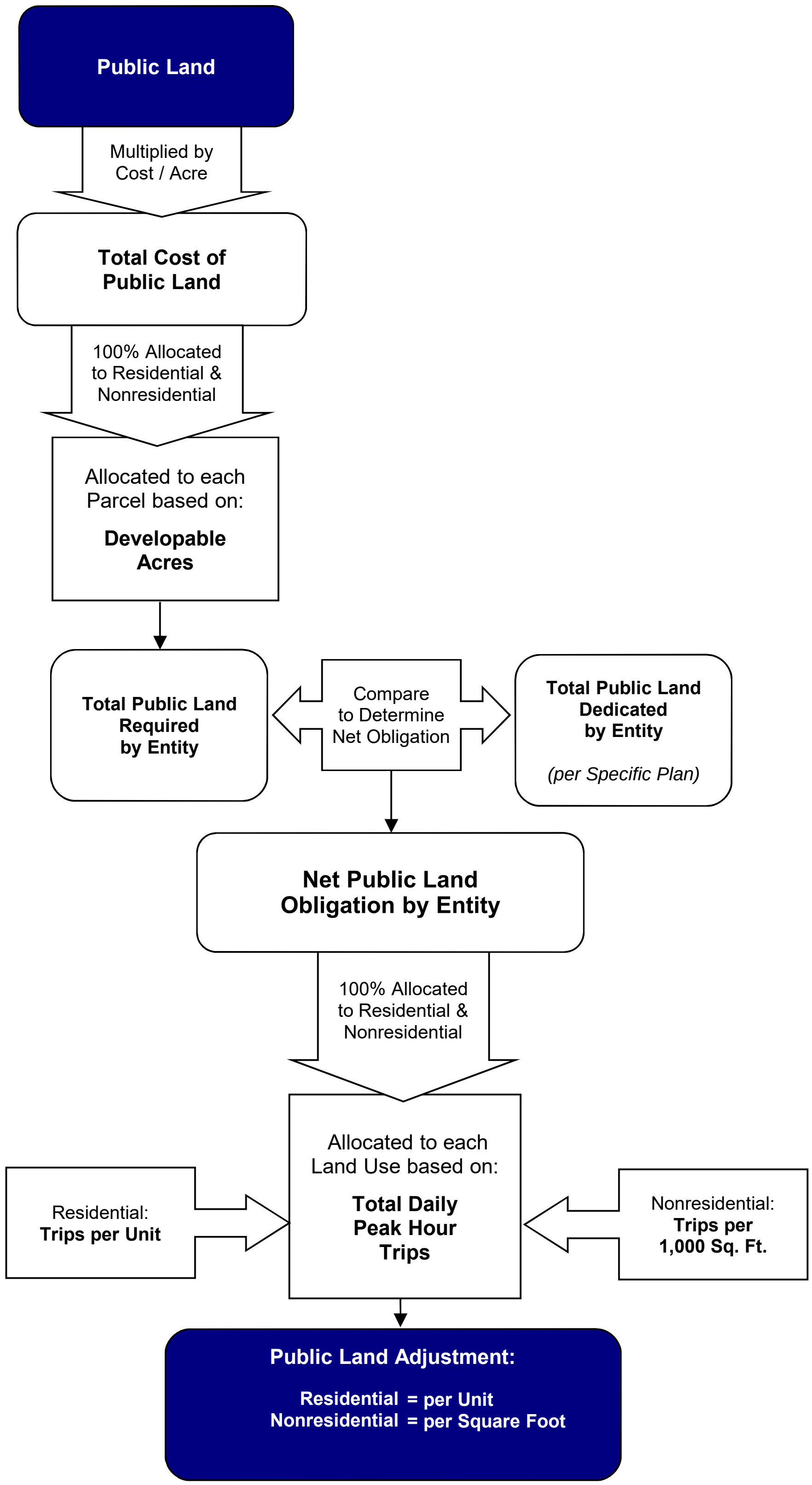


Table 17 shows the results of completing these steps for each of the original SVSP Ownership Entities. The results shown equate to the net public land dedication obligation by SVSP Ownership Entity. In total, the value/cost shown as positives and negatives by SVSP Ownership Entity sum to zero for the entire SVSP.

Table 17 and other SVSP Fee Program tables include reference to the Placer 2780 ownership. Although the Placer 2780 is not an original SVSP Ownership Entity, nor is their land in the SVSP, there is some off-site land owned by Placer 2780 that is required for SVSP development. The Placer 2780 reference is included as the eventual recipient of reimbursement for acquisition of public land required for the SVSP.

The second phase of the public land allocation process involves allocating the net public land obligation to the land uses in a given SVSP Ownership Entity. Because the largest component of the public land dedications relates to roadway right-of-way, public land costs are allocated in a given SVSP Ownership Entity by the same allocation factors used for roadways—peak hour trip factors per unit or per thousand building square feet. **Tables D-1** through **D-6** in **Appendix D** show the net public land obligation allocation by original SVSP Ownership Entity.

As described above, the per-unit or per-building-square-foot right-of-way adjustment amounts shown will be used to adjust the Gross Infrastructure Fee in a given SVSP Ownership Entity. In addition, as described later, adjustments may be permitted between various SVSP Ownership Entities that are controlled by the same ownership group.

Open Space Land—Cost Allocation Methodology

Similar to the public land allocation, there are multiple steps to determine the net open space allocation by SVSP Ownership Entity and then to allocate that cost or fee adjustment to land uses in a given SVSP Ownership Entity. As shown in **Figure 6**, there are three types of open space land included in determining the net open space obligation by SVSP Ownership Entity:

- Open space without detention.
- Open space with detention.
- ACOE open space.

ACOE Open Space

As shown in **Figure 6**, the steps to determine the net ACOE open space obligation by SVSP Ownership Entity are exactly the same as those used to determine the net public land obligation. The amount of ACOE land required by SVSP Ownership Entity (as determined by the percentage of total developable acreage) is compared with the amount of ACOE land being dedicated by a given SVSP Ownership Entity. The difference applied to the land value per ACOE acre determines each SVSP Ownership Entity’s net dollar ACOE obligation. As discussed in **Chapter 4**, the ACOE open space land value per acre is assumed to be equal to 50 percent of the value per acre used for City park land.

Table 17
Sierra Vista Specific Plan Fee Program
Public Land Allocations

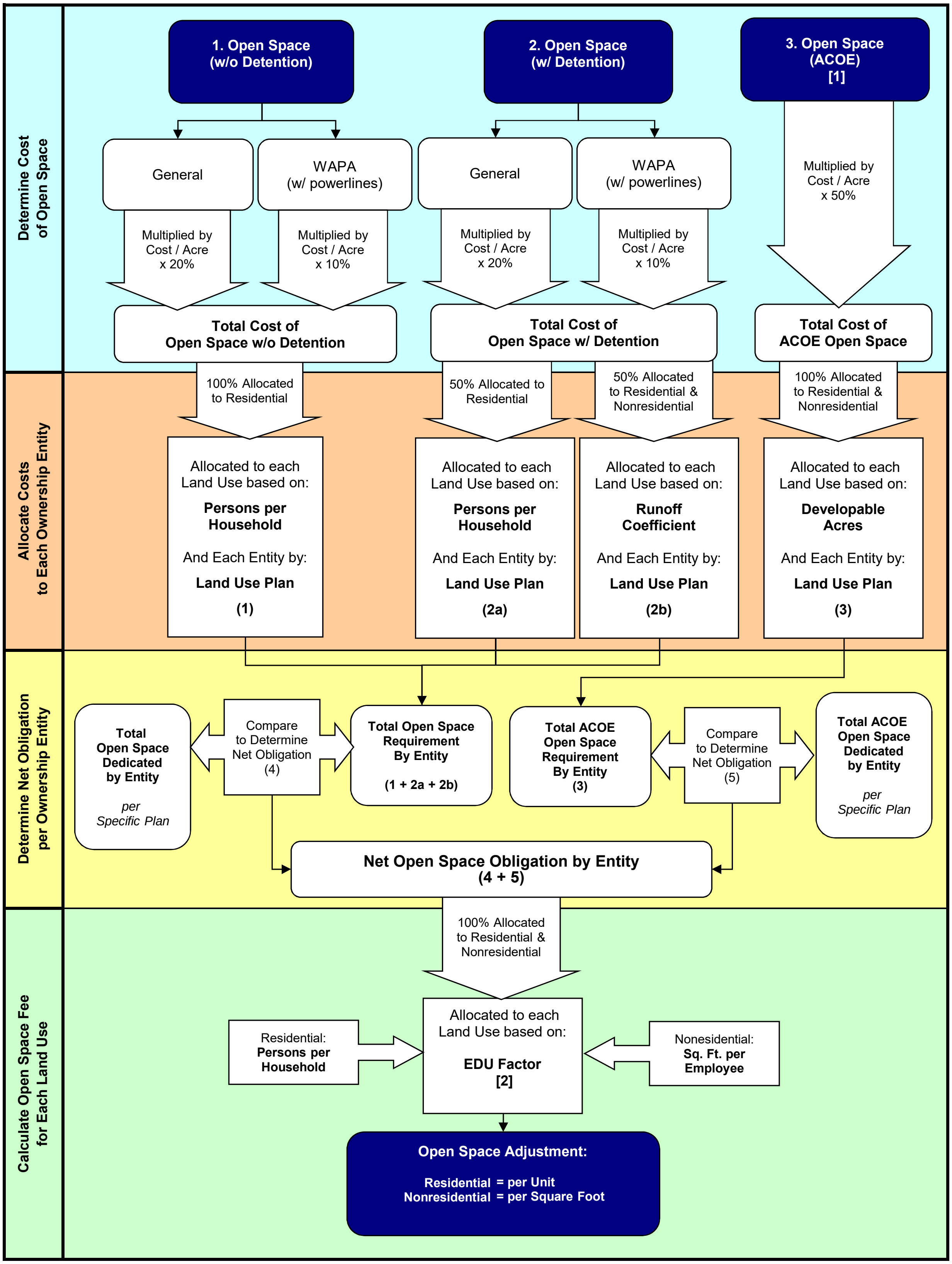
			Required Dedications					Expected Dedications						**Present**
Ownership Entity	Develop. Acreage	% of Dev. Acreage	ROW	Public/ Quasi-Public	Paseos	Bus/Park and Ride	**Total**	ROW	Public/ Quasi-Public	Paseos	Bus/Park and Ride	**Total**	Acreage Difference	**Year Value/Cost**
			[1]	[2]				[1]	[2]				[3]	[3] *$337,963/acre*
Cyril G. Barbaccia Irrev. Trust	55.8	5.4%	8.7	0.4	1.0	0.1	**10.3**	6.3	0.0	1.2	0.0	**7.5**	2.7	**$920,719**
Mourier Investments, LLC.	266.5	25.9%	41.8	2.1	4.8	0.2	**49.0**	44.6	0.3	5.8	0.0	**50.7**	(1.7)	**($583,171)**
DF Properties	119.6	11.6%	18.7	1.0	2.2	0.1	**22.0**	9.7	0.0	2.2	0.5	**12.4**	9.5	**$3,224,874**
Westpark Federico / Mourier Federico	286.8	27.9%	45.0	2.3	5.2	0.3	**52.7**	46.6	7.6	9.5	0.0	**63.7**	(10.9)	**($3,697,146)**
Baseline P & R LLC	281.8	27.4%	44.2	2.2	5.1	0.3	**51.8**	48.3	0.0	0.0	0.4	**48.7**	3.1	**$1,039,001**
Baybrook LP	17.6	1.7%	2.8	0.1	0.3	0.0	**3.2**	4.7	0.2	0.0	0.0	**4.9**	(1.7)	**($566,312)**
Offsite: Placer 2780 [4]	0.0	0.0%	0.0	0.0	0.0	0.0	**0.0**	0.9	0.1	0.0	0.0	**1.0**	(1.0)	**($337,963)**
Total SVSP	**1,028.1**	**100.0%**	**161.1**	**8.2**	**18.7**	**0.9**	**188.9**	**161.1**	**8.2**	**18.7**	**0.9**	**188.9**	**0.0**	**$0**

"row_oblig_det"

Source: Sierra Vista Specific Plan

[1] Excludes approximately 5.3 acres of ROW/Landscape Corridors in the SVSP Urban Reserve.
[2] Excludes open space areas designated as paseos and school sites.
[3] Amount shown is a credit against total obligations. Therefore a positive number indicates an increase in fee obligation, while a negative number indicates a reduction in total fee obligation.
[4] Amount includes acreage for Placer 2780 (Offsite), which is not an ownership entity of the SVSP.

Figure 6
Sierra Vista Specific Plan Nexus Study
Calculation of Open Space Adjustment



[1] ACOE = Army Corps of Engineers.
[2] EDU = Equivalent Dwelling Units

Open Space with and without Detention

Open space with and without detention is divided into the following two categories:

- General open space.
- WAPA open space.

The reason these two categories were created is because the SVSP Ownership Group and City have agreed that each of these open space land categories should have a different land valuation assigned to it.

Consequently, the first step in allocating the open space land with and without detention is to determine the cost of each type of open space land. **Table 18** shows this calculation where the total acreage of open space land, both general and WAPA open space, is multiplied by the applicable value per acre. As discussed in **Chapter 4**, the WAPA corridor land is valued at 10 percent of the total value used for City park land, and the general open space land is valued at 20 percent of that same value.

Open Space without Detention

The open space without detention costs are allocated 100 percent to residential development. Based on the appraisal values used in the SVSP Fee Program, the total open space without detention costs allocated to residential development equals approximately $1.5 million.

Open Space with Detention

The open space with detention areas benefit both residential and nonresidential land uses as the areas provide detention for stormwater runoff from both residential and nonresidential land uses. As shown in **Table 18**, the land costs for open space areas with detention total approximately $10.8 million and are allocated 50 percent to residential land uses and 50 percent to a combination of residential and nonresidential land uses.

Allocation of Open Space Land Cost to Parcels and SVSP Ownership Entities

The costs of open space lands derived above are subsequently allocated on a per-unit or per-building-square-foot basis using the cost allocation factors summarized below.

Item	Allocation Methodology
Costs to Residential Land Uses	Persons per Household
Costs to Residential and Nonresidential Land Uses	Runoff coefficient

Tables 19 and **20** show these allocations on a per-unit and per-nonresidential-building-square-foot basis for the open space costs.

In a given SVSP Ownership Entity, the per-unit/per-square-foot amounts calculated for open space with detention and open space without detention can be multiplied by the units or building square foot totals for each SVSP Ownership Entity parcel to determine that owner's total open space dedication requirement. **Table 21** shows these calculations for each original SVSP Ownership Entity.

Table 18
Sierra Vista Specific Plan Fee Program
Open Space Costs and Cost Allocation

Item	Open Space with Detention: WAPA Corridor	Open Space with Detention: General Open Space	Open Space without Detention: WAPA Corridor	Open Space without Detention: General Open Space	**Total**
Land Value					
Acreage [1]	31.9	143.8	42.0	1.9	219.5
Percentage of Appraised Value	10%	20%	10%	20%	n/a
Applicable Value	$33,796	$67,593	$33,796	$67,593	n/a
Total Land Value	**$1,078,102**	**$9,717,247**	**$1,418,363**	**$128,426**	**$12,342,138**
Land Value Allocation					
Allocation to Residential Only					
Allocation Percentage	50%	50%	100%	100%	
Allocated Value	$539,051	$4,858,624	$1,418,363	$128,426	**$6,944,464**
Allocation to All Land Uses					
Allocation Percentage	50%	50%	0%	0%	
Allocated Value	$539,051	$4,858,624	$0	$0	**$5,397,675**
Total	**$1,078,102**	**$9,717,247**	**$1,418,363**	**$128,426**	**$12,342,138**

"os_cost"

Source: SVSP Owners' Group and City of Roseville.

[1] Includes Placer 2780 (Offsite), which is not a part of the SVSP.

Table 19
Sierra Vista Specific Plan Fee Program
Open Space Allocation to Residential Land Uses Only

	Land Uses		**Cost Allocation Factors**			**Allocated Costs**		
Land Use	Developable Acres	Units/ Sq. Ft.	Persons per Unit	Total EDUs	Percentage of Total	Allocated Cost	Per Acre	Per Unit
Residential		*units*	*per unit*					
Low Density	524.2	2,728	2.54	6,929.1	47.1%	$3,271,869	$6,242	$1,199
Medium Density	232.4	1,941	2.17	4,212.0	28.6%	$1,988,855	$8,560	$1,025
High Density	68.2	1,692	1.80	3,045.6	20.7%	$1,438,105	$21,101	$850
Mixed Use	14.5	289	1.80	520.2	3.5%	$245,634	$16,999	$850
Subtotal Residential	**839.2**	**6,650**		**14,706.9**	**100.0%**	**$6,944,464**	**n/a**	**n/a**
Nonresidential		*sq. ft.*						
Community Commercial	147.1	1,601,581	n/a	0	0.0%	$0	$0	$0.00
Business Professional	21.5	234,625	n/a	0	0.0%	$0	$0	$0.00
Mixed Use	20.3	221,089	n/a	0	0.0%	$0	$0	$0.00
Subtotal Nonresidential	**188.9**	**2,057,295**		**0**	**0.0%**	**$0**	**n/a**	**n/a**
Total	**1,028.1**	**n/a**		**14,706.9**	**100.0%**	**$6,944,464**	**n/a**	**n/a**

"os_alloc_res"

Source: City of Roseville and SVSP Financing Plan

Table 20
Sierra Vista Specific Plan Fee Program
Open Space with Detention Cost Allocation to All Land Uses

	Land Uses		Cost Allocation Factors			Allocated Costs		
Land Use	Developable Acres	Units/ Sq. Ft.	Runoff Coefficient	Total EDUs	Percent Share	Allocated Cost	Per Acre	Per Unit or Sq. Ft.
Residential		*units*	*per acre*					*per unit*
Low Density	524.2	2,728	1.00	524.2	29.5%	$1,590,362	$3,034	$583
Medium Density	232.4	1,941	1.75	406.6	22.9%	$1,233,614	$5,309	$636
High Density	68.2	1,692	2.86	194.9	11.0%	$591,341	$8,677	$349
Mixed Use	14.5	289	2.86	41.3	2.3%	$125,380	$8,677	$434
Subtotal Residential	**839.2**	**6,650**		**1,167.1**	**65.6%**	**$3,540,696**	**n/a**	**n/a**
Nonresidential		*sq. ft.*	*per acre*					*per sq. ft.*
Community Commercial	147.1	1,601,581	3.24	476.5	26.8%	$1,445,637	$9,830	$0.90
Business Professional	21.5	234,625	3.24	69.8	3.9%	$211,780	$9,830	$0.90
Mixed Use	20.3	221,089	3.24	65.8	3.7%	$199,562	$9,830	$0.90
Subtotal Nonresidential	**188.9**	**2,057,295**		**612.1**	**34.4%**	**$1,856,978**	**n/a**	**n/a**
Total	**1,028.1**	**n/a**		**1,779.2**	**100.0%**	**$5,397,675**	**n/a**	**n/a**

"os_alloc_all"

Source: City of Roseville and SVSP Financing Plan

Table 21
Sierra Vista Specific Plan Fee Program
Open Space Dedication Requirements by Ownership Group

	Allocated Open Space Cost per Unit/Sq. Ft.			CGB		Mourier		DF Properties		Westpark Federico / Mourier Federico		Baseline P & R		Baybrook LP		Total
Land Use	All Land Uses	Residential Only	Total	Units/ Sq. Ft.	Allocated Cost	Units/ Sq. Ft.	Allocated Cost	Units/ Sq. Ft.	Allocated Cost	Units/ Sq. Ft.	Allocated Cost	Units/ Sq. Ft.	Allocated Cost	Units/ Sq. Ft.	Allocated Cost	**Allocated Cost**
Residential		*per unit*		*units*		*units*		*units*		*units*		*units*		*units*		
Low Density	$583	$1,199	$1,782	115	$204,969	838	$1,493,603	115	$204,969	951	$1,695,008	649	$1,156,740	60	$106,941	$4,862,231
Medium Density	$636	$1,025	$1,660	44	$73,049	687	$1,140,565	115	$190,924	641	$1,064,195	454	$753,736	0	$0	$3,222,469
High Density	$349	$850	$1,199	840	$1,007,526	159	$190,710	0	$0	522	$626,106	171	$205,104	0	$0	$2,029,446
Mixed Use	$434	$850	$1,284	0	$0	40	$51,351	0	$0	40	$51,351	163	$209,257	46	$59,054	$371,013
Subtotal Residential				**999**	**$1,285,545**	**1,724**	**$2,876,230**	**230**	**$395,894**	**2,154**	**$3,436,660**	**1,437**	**$2,324,837**	**106**	**$165,995**	**$10,485,160**
Nonresidential		*per bldg. sq. ft.*		*sq. ft.*		*sq. ft.*		*sq. ft.*		*sq. ft.*		*sq. ft.*		*sq. ft.*		
Community Commercial	$0.90	$0.00	$0.90	0	$0	1,089	$983	888,286	$801,795	19,711	$17,792	692,495	$625,068	0	$0	$1,445,637
Business Professional	$0.90	$0.00	$0.90	0	$0	101,767	$91,858	0	$0	0	$0	132,858	$119,922	0	$0	$211,780
Mixed Use	$0.90	$0.00	$0.90	0	$0	39,770	$35,898	0	$0	39,204	$35,387	110,534	$99,771	31,581	$28,506	$199,562
Subtotal Nonresidential				**0**	**$0**	**142,626**	**$128,739**	**888,286**	**$801,795**	**58,915**	**$53,178**	**935,887**	**$844,761**	**31,581**	**$28,506**	**$1,856,978**
Total All Land Uses					**$1,285,545**		**$3,004,968**		**$1,197,688**		**$3,489,839**		**$3,169,597**		**$194,501**	**$12,342,138**

"os_oblig"

Source: City of Roseville and SVSP Financing Plan

The open space dedication requirement by SVSP Ownership Entity is compared to the value of open space being dedicated by that SVSP Ownership Entity (**Table 22**) to determine an amount owed (positive dollars) or an over-dedication of open space land (negative amount).

The net open space dedication obligation by SVSP Ownership Entity is determined by summing the net ACOE land obligation with the net open space with and without detention obligation. **Table 23** shows this calculation for each original SVSP Ownership Entity. **Table 24** details the ACOE net obligation by Ownership Entity used in **Table 23**.

The final step in the allocation process is to allocate the net open space obligation derived in **Table 23** to the individual land uses in an SVSP Ownership Group. The EDU factors used in this final allocation are determined using persons per household for residential land uses and square feet per employee for nonresidential uses. **Tables E-1** through **E-6** in **Appendix E** show the open space allocations in each original SVSP Ownership Entity.

As described above, the per-unit or per-building-square-foot open space adjustment amounts shown will be used to adjust the Gross Infrastructure Fee in a given SVSP Ownership Entity. In addition, as described later, adjustments may be permitted between various SVSP Ownership Entities that are controlled by the same operator.

Table 22
Sierra Vista Specific Plan Fee Program
Value of Open Space Dedications by Ownership

	Open Space Acreages and Values					
	Acreage			**Value of Dedicated Land**		
Ownership Entity	WAPA Corridor	General Open Space	**Total**	WAPA Corridor	General Open Space	**Total**
Land Valuation per Acre				$33,796	$67,593	
Cyril G. Barbaccia Irrev. Trust	0.0	9.7	**9.7**	$0	$655,648	**$655,648**
Mourier Investments, LLC.	19.2	40.8	**59.9**	$647,807	$2,755,210	**$3,403,017**
DF Properties	0.0	26.3	**26.3**	$0	$1,777,685	**$1,777,685**
Westpark Federico / Mourier Federico	54.7	28.8	**83.5**	$1,848,658	$1,946,667	**$3,795,324**
Baseline P & R LLC	0.0	22.2	**22.2**	$0	$1,500,556	**$1,500,556**
Baybrook LP	0.0	17.6	**17.6**	$0	$1,189,630	**$1,189,630**
Offsite: Placer 2780 [1]	0.0	0.3	**0.3**	$0	$20,278	**$20,278**
Total SVSP	**73.9**	**145.7**	**219.5**	**$2,496,465**	**$9,845,673**	**$12,342,138**

"os_ded_values"

Source: City of Roseville and SVSP Financing Plan

[1] Amount includes acreage for Placer 2780 (Offsite), which is not an ownership entity of the SVSP.

Table 23
Sierra Vista Specific Plan Fee Program
Net Open Space Obligation by Ownership Group

Ownership Entity	Open Space Values: Required Obligation	Open Space Values: Dedicated Land	Open Space Values: Difference	Net ACOE [1] Obligation	**Total Net Open Space Obligation**
Source	*Table 21*	*Table 22*		*Table 24*	
Formula	*a*	*b*	*c = a - b*	*d*	***e = c + d***
Cyril G. Barbaccia Irrev. Trust	$1,285,545	$655,648	$629,897	$419,227	**$1,049,124**
Mourier Investments, LLC.	$3,004,968	$3,403,017	($398,049)	($888,966)	**($1,287,015)**
DF Properties	$1,197,688	$1,777,685	($579,997)	$898,325	**$318,328**
Westpark Federico / Mourier Federico	$3,489,839	$3,795,324	($305,486)	($2,677,910)	**($2,983,396)**
Baseline P & R LLC	$3,169,597	$1,500,556	$1,669,041	$2,117,095	**$3,786,137**
Baybrook LP	$194,501	$1,189,630	($995,129)	$132,229	**($862,900)**
Offsite: Placer 2780 [2]	$0	$20,278	($20,278)	$0	**($20,278)**
Total SVSP	**$12,342,138**	**$12,342,138**	**$0**	**$0**	**$0**

"os_net"

Source: City of Roseville and SVSP Financing Plan

[1] ACOE = Army Corps of Engineers
[2] Amount includes acreage for Placer 2780 (Offsite), which is not an ownership entity of the SVSP.

Table 24
Sierra Vista Specific Plan Fee Program
ACOE Land Allocations

Ownership Entity	Required Dedications: Developable Acreage	Required Dedications: % of Dev. Acreage	Required Dedications: ACOE [1] Open Space	Expected: ACOE [1] Dedications	Acreage Difference	Present Year Value/Cost
			[2]			*$168,982/acre*
Cyril G. Barbaccia Irrev. Trust	55.8	5.4%	2.5	0.0	**2.5**	**$419,227**
Mourier Investments, LLC.	266.5	25.9%	11.8	17.1	**(5.3)**	**($888,966)**
DF Properties	119.6	11.6%	5.3	0.0	**5.3**	**$898,325**
Westpark Federico / Mourier Federico	286.8	27.9%	12.8	28.6	**(15.8)**	**($2,677,910)**
Baseline P & R LLC	281.8	27.4%	12.5	0.0	**12.5**	**$2,117,095**
Baybrook LP	17.6	1.7%	0.8	0.0	**0.8**	**$132,229**
Total SVSP	**1,028.1**	**100.0%**	**45.7**	**45.7**	**$0**	**$0**

"acoe_oblig"

Source: Sierra Vista Specific Plan

[1] ACOE = Army Corps of Engineers
[2] Based on initial estimates from the SVSP.

6. NEXUS FINDINGS

Authority

This report has been prepared to establish the SVSP Fee Program in accordance with the procedural guidelines established in AB1600, which is codified in California Government Section 66000 et. seq. This code section sets forth the procedural requirements for establishing and collecting development impact fees. The procedures require that a "reasonable relationship or nexus must exist between a governmental exaction and the purpose of the condition."[4] Specifically, each local agency imposing a fee must:

- Identify the purpose of the fee.
- Identify how the fee is to be used.
- Determine how a reasonable relationship exists between the fee's use and the type of development project on which the fee is imposed.
- Determine how a reasonable relationship exists between the need for the public facility and the type of development project on which the fee is imposed.
- Demonstrate a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

Summary of Nexus Findings

The development impact fee to be collected for each land use is calculated based on the proportionate share of the total facility use that each land use represents. With this approach, the following findings are made regarding each SVSP Fee Program component.

SVSP City Park Fee Component

Purpose of Fee

The City Park Fee will be collected to fund the acquisition of a 39.9-acre citywide park in the SVSP. This park land dedication helps new SVSP residential development towards meeting the City's General Plan Requirement of 3.0 acres of citywide park land per 1,000 new residents.

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[4] *Public Needs & Private Dollars*; (July 1993), William Abbott, Marian E. Moe, and Marilee Hanson, page 109.

Use of the Fee

The City will use City Park Fee revenue to pay for the acquisition of the 39.9-acre citywide park. Payment for the acquisition for the citywide park land will be done on a pay-as-you-go basis as revenues are collected.

Relationship between the Use of the Fee and the Type of Development

The development of new SVSP residential land uses in the City will generate additional demand for citywide park and recreation facilities. The acquisition of citywide park land will enable the City to develop that park land to meet the increased demands placed on citywide parks resulting from new SVSP residential development.

Relationship between the Need for a Facility and the Type of Project

Each new SVSP residential unit will generate additional demand for park and recreation services and an associated need for park and recreation facilities. The City presently provides at least 3.0 acres of City park land per 1,000 residents. To maintain the desired City requirement of 3.0 acres of citywide park acres per 1,000 residents in the future, the City must acquire new City park land to serve the population generated by new development.

Relationship between the Amount of the Fee and the Cost Portion Attributed to New Development

Citywide park facilities will serve new residential development in the SVSP. The cost of the citywide park land to be funded by new SVSP residential development is allocated to each benefiting land use using appropriate EDU factors to measure the relative benefit received by each land use. The park land costs are allocated to residential development using persons per household factors. The result is a maximum justifiable fee for each new residential unit that reflects the relative impact of each residential land use.

SVSP Infrastructure Fee Component

Roadway Facilities

Purpose of Fee

The purpose of the SVSP fee is to a provide a funding mechanism to help the City maintain adequate levels of service (LOS) on its roadway system by funding the construction of new roadways and other transportation improvements and widening or improving existing roadway improvements as identified in the City's traffic model and capital improvement program.

Use of Fees

The roadway component of the SVSP fee charged to new development will be used to fund needed additions and improvements to roadways to accommodate future traffic volumes projected as a result of new development. Roadway additions and improvements include, but are not limited to, road widening and construction, intersection improvements, and signalization improvements.

Relationship between Use of Fees and Type of Development

Development of new residential, office, commercial, and other land uses in the SVSP will generate additional vehicular trips and the need for roadway capacity to maintain LOS standards contained in the City's General Plan for the arterial street and collector system. The fees will be used to expand capacity, which will facilitate traffic flow in a manner designed to meet those goals established in the Specific Plan and the City's General Plan.

Relationship between Need for Facility and Type of Project

Each new SVSP residential and nonresidential development project will add to the incremental need for roadway capacity, and each new SVSP project will benefit from the new roadway capacity. For new development to occur during the planning horizon of the City's current General Plan, roadway improvements identified by the City's traffic model will be necessary to maintain an acceptable LOS.

Relationship between Amount of Fees and Cost of or Portion of Facility Attributed to Development on which Fee is Imposed

The City's traffic model identified transportation improvements necessary to serve new SVSP development. Construction of the roadway, intersection, and related improvements will serve new development in the SVSP. The cost of these improvements to be funded by new SVSP development are allocated to each benefiting land use using appropriate EDU factors to measure the relative benefit received by each land use. The roadway costs are allocated using peak hour trip generation factors, which is an acceptable methodology to allocate traffic-related costs. The result is a maximum justifiable fee for each unit of new residential development and for each 1,000 square feet of new nonresidential development that reflects the relative traffic impact of each residential and nonresidential land use on the roadway system.

Sanitary Sewer Facilities

Purpose of Fee

The sanitary sewer fee component developed through this nexus study would fund sanitary sewer improvements necessary to serve new residential and nonresidential development in the SVSP based on the City's design standards for such facilities.

Use of Fees

The sanitary sewer component of the SVSP fee will be used to design and develop required improvements or expansions to sanitary sewer facilities to accommodate future demands from new SVSP development.

Relationship between Use of Fees and Type of Development

Development of new residential, office, commercial, and other land uses in the SVSP will generate additional demand for sanitary sewer capacity. Additional facilities will be required for the City to maintain adequate LOS standards for new SVSP development.

Relationship between Need for Facility and Type of Project

Each new SVSP residential and nonresidential development project will add to the incremental need for sanitary sewer capacity, and each new project will benefit from the new capacity in proportion to their estimated use for such facilities.

Relationship between Amount of Fees and Cost of or Portion of Facility Attributed to Development on which Fee is Imposed

Construction of the sanitary sewer facilities will serve new development in the SVSP. The cost of these improvements to be funded by new SVSP development are allocated to each benefiting land use using appropriate EDU factors to measure the relative benefit received by each land use. The costs are allocated using gallons per day demand on a per-unit or per-1,000-building-square-foot basis. The result is a maximum justifiable fee for each new residential unit or for each 1,000 square feet of new nonresidential development that reflects the relative impact of each residential and nonresidential land use on the sanitary sewer system.

Potable Water Facilities

Purpose of Fee

The potable water fee component developed through this nexus study would fund potable water improvements necessary to serve new residential and nonresidential development in the SVSP based on the City's design standards for such facilities.

Use of Fees

The potable water component of the SVSP fee will be used to design and develop required improvements or expansions to potable water facilities to accommodate future demands from new SVSP development.

Relationship between Use of Fees and Type of Development

Development of new residential, office, commercial, and other land uses in the SVSP will generate additional demand for potable water capacity. Additional facilities will be required for the City to maintain adequate LOS standards for new SVSP development.

Relationship between Need for Facility and Type of Project

Each new SVSP residential and nonresidential development project will add to the incremental need for potable water capacity, and each new project will benefit from the new capacity in proportion to their estimated use for such facilities.

Relationship between Amount of Fees and Cost of or Portion of Facility Attributed to Development on which Fee is Imposed

Construction of the potable water facilities will serve new development in the SVSP. The cost of these improvements to be funded by new SVSP development are allocated to each benefiting land use using appropriate EDU factors to measure the relative benefit received by each land use. The potable water facilities costs are allocated using gallons per day demand factors. The result is a maximum justifiable fee for each new residential unit or for each building square foot of new nonresidential development that reflects the relative impact of each residential and nonresidential land use on the potable water system.

Recycled Water Facilities

Purpose of Fee

The recycled water fee component developed through this nexus study would fund recycled water improvements necessary to serve new residential and nonresidential development in the SVSP based on the City's design standards for such facilities.

Use of Fees

The recycled water component of the SVSP fee will be used to design and develop required improvements or expansions to recycled water facilities to accommodate future demands from new SVSP development.

Relationship between Use of Fees and Type of Development

Development of new residential, office, commercial, and other land uses in the SVSP will generate additional demand for recycled water capacity. Additional facilities will be required for the City to maintain adequate LOS standards for new SVSP development.

Relationship between Need for Facility and Type of Project

Each new SVSP residential and nonresidential development project will add to the incremental need for recycled water capacity, and each new project will benefit from the new capacity in proportion to their estimated use for such facilities.

Relationship between Amount of Fees and Cost of or Portion of Facility Attributed to Development on which Fee is Imposed

Construction of the recycled water facilities will serve new development in the SVSP. The cost of these improvements to be funded by new SVSP development are allocated to each benefiting land use using appropriate EDU factors to measure the relative benefit received by each land use. The recycled water facilities costs are allocated using gallons per day demand factors. The result is a maximum justifiable fee for each new residential unit or for each building square foot of new nonresidential development that reflects the relative impact of each residential and nonresidential land use on the recycled water system.

Storm Drainage Facilities

Purpose of Fee

The storm drainage fee component developed through this nexus study would fund storm drainage improvements necessary to serve new residential and nonresidential development in the SVSP based on the City's design standards for such facilities.

Use of Fees

The storm drainage component of the SVSP fee will be used to design and develop required improvements or expansions to storm drainage facilities to accommodate future demands from new SVSP development.

<u>Relationship between Use of Fees and Type of Development</u>

Development of new residential, office, commercial, and other land uses in the SVSP will generate additional demand for storm drainage collection and conveyance capacity. Additional facilities will be required for the City to maintain adequate LOS standards for new SVSP development.

<u>Relationship between Need for Facility and Type of Project</u>

Each new SVSP residential and nonresidential development project will add to the incremental need for storm drainage collection and conveyance capacity, and each new project will benefit from the new capacity in proportion to their estimated use for such facilities.

<u>Relationship between Amount of Fees and Cost of or Portion of Facility Attributed to Development on which Fee is Imposed</u>

Construction of the storm drainage facilities will serve new development in the SVSP. The cost of these improvements to be funded by new SVSP development are allocated to each benefiting land use using appropriate EDU factors to measure the relative benefit received by each land use. The costs are allocated using impervious surface area factors measured as storm drainage runoff coefficients per acre for residential and nonresidential development. The result is a maximum justifiable fee for each new residential unit or for each building square foot of new nonresidential development that reflects the relative impact of each residential and nonresidential land use on the storm drainage system.

Paseo Facilities

Paseo facilities included in the SVSP Fee Program (shown in **Exhibit 8**) include only those paseo facilities that are in addition to the normal landscape corridor right-of-way that would typically be dedicated to the City.

<u>Purpose of Fee</u>

The paseo fee component developed through this nexus study would fund paseo improvements necessary to serve new residential and nonresidential development in the SVSP based on the design standards in the Specific Plan for such facilities.

<u>Use of Fees</u>

The paseo component of the SVSP fee will be used to design and develop required paseo improvements to accommodate future demands from new SVSP development.

<u>Relationship between Use of Fees and Type of Development</u>

Development of new residential, office, commercial, and other land uses in the SVSP will be required by the City to meet the design standards in the Specific Plan.

<u>Relationship between Need for Facility and Type of Project</u>

Each new SVSP residential and nonresidential development project will add to the incremental need for paseo capacity in the SVSP, and each new project will benefit from the new capacity in proportion to their estimated use for such facilities.

Relationship between Amount of Fees and Cost of or Portion of Facility Attributed to Development on which Fee is Imposed

Construction of the paseo facilities will serve new development in the SVSP. The cost of these improvements to be funded by new SVSP development are allocated to each benefiting land use using appropriate EDU factors to measure the relative benefit received by each land use. The costs are allocated using estimated persons per household or persons per 1,000 building square feet factors. The result is a maximum justifiable fee for each new residential unit or for each building square foot of new nonresidential development that reflects the relative impact of each residential and nonresidential land use on the paseo system.

Park and Ride Facilities

Purpose of Fee

The park and ride facilities fee component developed through this nexus study would fund park and ride improvements necessary to serve new residential and nonresidential development in the SVSP based on the Specific Plan's design standards for such facilities.

Use of Fees

The park and ride component of the SVSP fee will be used to design and develop required improvements or expansions to park and ride facilities to accommodate future demands from new SVSP development.

Relationship between Use of Fees and Type of Development

Development of new residential, office, commercial, and other land uses in the SVSP will generate additional demand for park and ride capacity. Additional facilities will be required for the City to maintain adequate LOS standards for new SVSP development.

Relationship between Need for Facility and Type of Project

Each new SVSP residential and nonresidential development project will add to the incremental need for park and ride capacity, and each new project will benefit from the new capacity in proportion to their estimated use for such facilities.

Relationship between Amount of Fees and Cost of or Portion of Facility Attributed to Development on which Fee is Imposed

Construction of the park and ride facilities will serve new development in the SVSP. The cost of these improvements to be funded by new SVSP development are allocated to each benefiting land use using appropriate EDU factors to measure the relative benefit received by each land use. The costs were allocated with 1/7 of the total cost allocated to nonresidential development and 6/7 of the costs allocated to residential development. This allocation is similar to the distribution of developable acreage between nonresidential and residential development. The result is a maximum justifiable fee for each new residential unit or for each building square foot of new nonresidential development that reflects the relative impact of each residential and nonresidential land use on the park and ride system.

Open Space and Public Land Dedication Adjustments

Purpose of Fee Component

The open space and public land adjustment component developed through this nexus study is intended to balance the burden of dedicating the open space and public lands required to develop the Specific Plan between the ownership groups. Instead of balancing such dedication burdens through a separate open space and public land dedication fee, the balancing adjustments are incorporated into the Infrastructure Fee component.

Use of Fee Component

The open space and public land adjustment component of the SVSP fee will be used to reduce the Infrastructure Fee for those ownership groups whose actual dedications exceed their fair share of such dedications (as such fair share is determined based on land use and type of dedicated open space and public land) and will be used to increase the Infrastructure Fee for those ownership groups who actual dedications fall short of their fair share thereof.

Relationship between Fee Component and Type of Development

Development of new residential, office, commercial, and other land uses in the SVSP will generate additional demand for open space, recreation, and public facilities. Open space and public land dedications will be required for the City to provide and maintain adequate amenities and facilities for new SVSP development.

Relationship between Need for Open Space and Public Land and Type of Project

Each new SVSP residential development project will add to the incremental need for open space amenities, and each new SVSP residential and nonresidential development project will add to the incremental need for adequate habitat mitigation and public facilities. Each new project will benefit from the new amenities and capacity in reasonable proportion to their estimated use derived from and supported by such open space and public facilities.

Relationship between Amount of Land Adjustments and Cost of or Portion of Facility Attributed to Development on which Adjustment is Allocated

The open space and public land adjustments to the infrastructure fee have been allocated to benefiting land uses using a cost allocation method (described in **Chapter 5**) that measures the relative benefit for each land use and the type of amenity or public facility to be supported by such dedications.

As described in **Chapter 5**, the open space and public land dedication adjustments reflect over- and under-dedications of open space and public land by ownership group. These over- and under-dedication adjustments are then applied to the Gross Infrastructure Fee to determine the Net Infrastructure Fee after adjustments.

Also, although calculated separately, the estimated interest cost will be included in the SVSP Fee Program for cash reimbursements owed for one or more of the facilities described above. Finally, the SVSP Administration Fee Component is required to implement and administer the SVSP Fee Program.

7. SVSP Fee Program Implementation

The SVSP Fee Program presented in this report is based on the best infrastructure improvement cost estimates, funding source information, administrative cost estimates, and land use information available at this time. As costs, land uses, and other fee program information changes over time, the SVSP Fee Program will be updated to account for these changes.

After the fees presented in this report are established, the City will conduct periodic reviews of infrastructure improvement costs and other assumptions used as the basis of this nexus study. Based on these reviews, the City may make necessary adjustments to the Fee Program through subsequent Fee Program adjustments.

The cost estimates presented in this report are in constant 2017 dollars. As described in more detail in the remainder of this chapter, the SVSP Fee Program will include provisions for automatic and other adjustments for inflation and changes in costs of infrastructure facilities and of right-of-way acquisition costs.

Implementing Ordinances/Resolutions

The proposed fee update would be adopted by the City through an updated ordinance establishing and authorizing collection of the updated fee.

Timing of SVSP Fee Payment

The timing of SVSP fee payment varies by SVSP Fee Program component.

City Park Fee Component and Administration Fee Component

The City Park Fee Component and the Administration Fee Component both will be due at the issuance of a building permit. The City Park Fee Component applies only to residential development, while the Administration Fee Component applies to residential and nonresidential development.

Infrastructure Fee Component

The SVSP Infrastructure Fee will be collected from new development in the SVSP at the time of final small lot map or at building permit issuance. For single-family residential property, Infrastructure Fees will be payable at the issuance of a building permit unless, as defined in the Development Agreement, outstanding reimbursements are owed. If outstanding reimbursements are owed, then Infrastructure Fee payment for single-family residential development will be required before recordation of a final small lot map. In this case, Infrastructure Fees for all units in the final small lot map will be payable at one time. For nonresidential property and multifamily property, the Infrastructure Fees will be payable at the issuance of a building permit.

Fee Program Administration

The specific provisions regarding SVSP Fee Program administration were identified in Appendix JJ of the Development Agreement, which was entitled "Sierra Vista Specific Plan Infrastructure Fee Terms and Conditions." At the outset of the SVSP Fee Program, it is anticipated that Fee Program Administrator activities will include the following tasks:

- Updating project cost estimates and fees and assisting with fee calculations.
- Providing recommended fee amounts to the City.
- Recommending to the City the amount and timing of when the fees are due.
- Providing instructions to the City regarding payment of cash reimbursements to constructing entities.
- Assisting the City with updates to the SVSP Fee Program.
- Assisting the City with preparing draft fee credit/reimbursement agreements for City Council consideration.
- Tracking all SVSP Fee Program payments and assignment of fee credits/reimbursements.
- Tracking the progress of construction contracts for SVSP Fee Program improvements.

Examples of each of these tasks and related duties of the Fee Program Administrator are outlined in the Development Agreement (see **Appendix G**). The City and Administrator will continue to refine the roles of each party during implementation of the SVSP Fee Program.

Finally, using its authority to implement the SVSP Fee Program, the City reserves the right to refer to the Development Agreement and to use other means to make interpretations, clarifications, or other modifications to the SVSP Fee Program administration provisions summarized in this nexus study.

SVSP Fee Program Exemptions

Exemptions from the Fee

The SVSP fee may be reduced under certain circumstances. Any exemptions or reduction in fees will be based on the City's independent analysis and review of the subject property. All determinations regarding the exemptions provided in this section shall be made by the City Finance Director or his/her designee. The following entities will be exempted from payment of the SVSP fees.

Public Parcels

Development of properties originally planned for public use, including public schools, parks, park and ride facilities, public utilities (including water, sewer, electrical, and recycling), church, and fire station, will be exempt from the SVSP fee. Development by the City or other public entity of any property originally planned for private use (such as residential, retail, or commercial) shall be subject to payment of the SVSP fee, unless otherwise prohibited by law or unless a corresponding transfer of development rights is made from the property being developed to an originally planned public parcel to preserve the total amount of SVSP fees anticipated to be generated by development of the SVSP.

Replacement/Reconstruction

1. Any replacement or reconstruction (no change in use) of any residential unit that is damaged or destroyed as a result of fire, flood, explosion, wind, earthquake, riot, or other calamity, or act of God shall be exempt from the SVSP fee. However, if the residential unit(s) replaced or reconstructed exceeds the documented total number of units of the damaged/destroyed residential structure, the excess units are subject to the SVSP fee. If a residential structure has been vacant for more than 5 years, the exemption will not apply.

2. Any replacement or reconstruction (no change in use) of any nonresidential structure that is damaged or destroyed as a result of fire, flood, explosion, wind, earthquake, riot, or other calamity, or act of God shall be exempt from the SVSP fee. However, if the building replaced or reconstructed exceeds the documented total floor area of the damaged/destroyed building, the excess square footage is subject to the SVSP fee. If a structure has been vacant for more than 5 years, the exemption will not apply.

   If a residential or nonresidential structure is replaced with an alternative land use, such as replacing an office building with a retail building, then City staff will determine the appropriate SVSP fee adjustment to reflect the different EDU factors of the original and new land uses.

Additions/Alterations/Modifications/Temporary Facilities

1. Additions to single-family residential structures, provided no change in use occurs and a second full kitchen is not added.

2. Additions to multifamily residential structures that are not part of a mixed use–type project, provided no change in use occurs and no additional units result.

3. Supporting use square footage in multifamily projects, such as the office and recreation areas required to directly serve the multifamily project. The residential unit fee will provide the full mitigation required in multifamily projects.

4. Non-habitable residential structures such as decks, pools, pool cabanas, sheds, garages, etc.

5. Construction of carriage houses/expanded living spaces pursuant to the terms identified in the Design Criteria of the Specific Plan (page A-9 in Specific Plan Appendix A).

6. Mobile or manufactured homes with no permanent foundation.

Required Fees

Below are examples of instances in which the SVSP fee may be required for land uses that potentially could be classified as exempt from the fees:

1. Any project listed as exempt but which nonetheless, in the opinion of the City Council, increases the demand on City facilities funded by the SVSP fee in excess of that originally

anticipated by the City. The City Council may pro rate the amount of the fee based on the project's anticipated impact on the subject facility or facilities.

2. Illegal facilities and buildings, constructed before the adoption of the SVSP fee, which consequently obtain a building permit to legitimize the facility or building, may be subject to the applicable fee.
3. Shell buildings:
   a. The full SVSP fee can be made payable at the time the building permit for the shell building is obtained.
   b. The incremental difference between the intended and actual use of any shell building may be collected on any building permit for tenant improvements.
4. Accessory residential structures that are converted to a separate residential dwelling unit may be subject to the SVSP fee as long the primary residence remains on the property.
5. Temporary buildings that are authorized for more than 30 days in any calendar year may be subject to the fee when converted to permanent use.
6. The reconstruction of a building destroyed as a result of fire, flood, explosion, wind, earthquake, riot, or other calamity, or act of God, which has been vacant for more than 5 years.
7. That portion of the reconstruction of a building destroyed as a result of fire, flood, explosion, wind, earthquake, riot, or other calamity, or act of God, which is greater than the documented total number of units or square footage that was or would have been previously subject to the City's SVSP Fee Program.

Other Land Uses

The SVSP Fee Program identifies SVSP fees for the major land use categories identified by the Specific Plan. Specialized land uses may have unique EDU characteristics, and in these cases, the City may require a project-specific analysis or will calculate the appropriate fee based on information derived from the existing City information. For specialized development projects, the City Finance Director or his/her designee, in conjunction with the City Engineer, will review EDU factors applicable to the specialized development and decide on an applicable fee, if necessary.

SVSP Infrastructure Fee Component Adjustments by Original Owners

At their discretion, each original SVSP Ownership Entity may elect to treat all or a portion of its SVSP properties in the same ownership group as a single property for purposes of equalizing the SVSP Infrastructure Fee Component (including Public Land Adjustments) by land use type for all properties in that same original ownership group. An original owner shall exercise this right by providing a written request to the Administrator before the first SVSP Infrastructure Fee Component payment being made (either in cash or through the application of fee credits) on any of the parcels in that original ownership group.

SVSP Fee Program Capacity Use and Target Revenues

As described more completely in Exhibit JJ of the Development Agreement, the SVSP Fee Program has identified a certain amount of land use capacity (e.g., units or nonresidential building square footage) that is anticipated for each Specific Plan parcel. The SVSP Fee Program fees have been calculated using these land use capacity allocations. To avoid potential shortfalls in SVSP Fee Program funding related to actual development densities falling below permitted densities, the SVSP Fee Program has target revenues for each Specific Plan parcel. Below is an overview of how such cases will be treated. Please refer to Exhibit JJ of the Development Agreement for a more complete description of the capacity use provisions.

The target revenue for a parcel is calculated based on the applicable SVSP fees (City Parks, Infrastructure, and Administration) and the land uses allocated to that parcel. In the event that the actual density of a parcel will be less than the allocated density, unless offset by a transfer of density from another parcel, the owner of the parcel will pay the amount required so that the parcel yields the same revenue as the target revenue. Although exactly the same, the Development Agreement uses the term "shortfall payment" for the difference between the target revenue and the "adjusted" revenue based on the fees multiplied by the reduced development yield. For example, if the total fee obligation for a parcel was equal to $1,000,000 for 100 units ($10,000 per unit) and the parcel actually only yielded 90 units, the shortfall payment would have equaled $100,000. This provision has no effect on the timing of when the SVSP fees are due and payable. In the event of a "shortfall payment" the Development Agreement stipulates that the entire "shortfall" amount be paid at recordation of small-lot final map for single family development or building permit for multifamily residential or nonresidential development, as may be allowed to be phased by the Administrator based on phased development of the applicable parcel.

Surplus fee credits (i.e., the amount, if any, by which fee credits previously allocated to an owner associated with development of the parcel exceeds the fee revenue anticipated to be derived from the parcel based on actual density) or fee reimbursements can be used to apply towards payment of the target revenue for a given parcel. Provided, however, only surplus fee credits or fee reimbursements generated by a Fee Credit and Reimbursement Agreement associated with development of an ownership property that includes such parcel may be applied to supplement the target revenue for such parcel; fee credits or reimbursements generated by a Fee Credit and Reimbursement Agreement related to development of a different ownership property may not be applied against the target revenue for a parcel in another ownership property. Any property owner for which the target revenue provisions applied shall continue to own the development rights to the units that were not developed but for which fees were paid (e.g., 10 units in the prior example). That owner may transfer that unused development capacity (e.g., units) to another parcel or may be reimbursed from SVSP fees resulting from an overutilization of development on a different parcel.

Any development (units or building square feet) that exceed the allocated land uses for a given parcel shall pay the applicable SVSP fees per unit. Such circumstances will yield more SVSP Fee Program revenue than originally anticipated. Unless that "extra" fee revenue is used to offset an underutilization of development in another parcel, that extra fee revenue shall be used to reimburse a developer where that developer paid the target revenue for a parcel that exceeded the original unadjusted SVSP fee amount (e.g., original fee rate per unit multiplied by the actual number of units on a parcel). In the above example, the developer who yielded only 90 units but paid SVSP Fees based on the original 100 unit total would be eligible for reimbursement. Such reimbursements will be handled on a first-in first-out basis.

Finally, the Development Agreement allows for density transfers between properties owned by the same ownership group. In the event of a density transfer, the Development Agreement permits that the SVSP fees for the transferred units may remain as they were before the transfer or may be recalculated for the transferred units and all other units in the parcel subject to the density transfer (i.e., recipient parcel). Any SVSP Fees related to a transfer shall not be payable on transfer but rather would be payable when otherwise applicable by development of the property receiving the density transfer.

SVSP Fee Program Reimbursements and Credits

As is typical with development impact fee programs, many of the public infrastructure facilities are needed up-front, before adequate revenue from the fee collection would be available to fund such improvements. Consequently, some type of private funding may be necessary to pay for the public improvements when they are needed. This private financing may be in the form of land-secured bonds, developer equity, or other form of private financing. As stated in the Development Agreement, there shall be no adjustment to the SVSP Infrastructure Fee Component based on the method by which a constructing party funds or constructs eligible project costs.

Reimbursement for Eligible Project Improvements

In cases where a private party (e.g., developer) has advance-funded an eligible SVSP Fee Program facility, the party will be due a reimbursement from the SVSP Fee Program and such reimbursements would be in the form of fee credits or cash reimbursements. Reimbursements will be provided under the following conditions:

- Developer-installed improvements shall be considered for reimbursement. Only funds collected from the SVSP fee shall be used to reimburse a developer who installed eligible infrastructure improvements identified in this report. Reimbursements are an obligation of the SVSP Fee Program and not an obligation of the City General Fund or other operating funds.
- All bidding and contracting for construction work shall be done so as to allow for the project improvements to be eligible for acquisition or construction through a CFD or to enable the SVSP Infrastructure Fee Component to be financed by a CFD.

The total amount of reimbursement for completed infrastructure will be based on actual costs incurred for eligible hard costs based on a properly bid construction contract. Soft costs will be calculated as a fixed percentage (20 percent) of hard costs. All hard costs will be subject to verification by the SVSP Fee Program Administrator and by the City.

Reimbursements shall be controlled by a fully executed SVSP Fee Program Credit/ Reimbursement Agreement. A template for such agreements was included in Appendix JJ of the Development Agreements. The City and SVSP property owners have subsequently modified the

SVSP Fee Program Credit/Reimbursement Agreement – a copy of which is located in **Appendix H** of this document. Depending on circumstances, SVSP Fee Program reimbursements may be in the form of fee credits or cash reimbursements as described in more detail below.

Fee Credits and Cash Reimbursements

Fee Credits

The first priority for reimbursement of eligible costs identified in a fee credit agreement will be through the use of fee credits. Once all criteria have been met, fee credits may be taken against fees when payable at either final map or at building permit issuance, as applicable. To obtain fee credits, developers must obtain an executed Fee Credit and Reimbursement Agreement with the City. An updated Fee Credit and Reimbursement Agreement Template is included as **Appendix H**.

Fee credits will be expressed as a dollar amount to be used to offset the SVSP Infrastructure Fee Component and may be used as a credit against fees for any property located in the SVSP. The amount of the fee credit will be determined using a two-step process as defined in Exhibit JJ to the Development Agreement. Initially, the fee credit amount will be based on the estimated cost of eligible improvements included in the construction contract for eligible facilities. This amount shall also include amounts for eligible soft costs.

The final amount of fee credits/reimbursement in a given agreement will be reconciled once all project costs are incurred. The final credit/reimbursement amount may be adjusted upward or downward depending on the final costs. In the event of an upward adjustment, the City Engineer in consultation with the Administrator shall review all project documentation and shall determine how much of the actual construction costs should be included in an increase to the credit/reimbursement amount. In the case of a downward adjustment, the developer may be obligated to refund the amount of any credits applied in excess of the final adjusted amount. All fee credits provided pursuant to credit/reimbursement agreements shall be adjusted annually based on the annual change to the SVSP Fee Program (i.e., Construction Cost Index adjustment) as described in this chapter.

Fee credits do not run with the land and are transferable and may be applied by the constructing party in any manner to a given parcel or project in the SVSP. It is the constructing party's responsibility to inform the City how fee credits will be applied to development projects. Exhibits B, C, and D in Exhibit JJ of the Development Agreement are template forms to be used by developers when using SVSP Fee Program fee credits. In no event will a party be granted fee credits against the Administrative Fee Component.

Appendix F provides examples of how fee credits will be tracked by a fee credit/reimbursement agreement for each Ownership Entity. As shown in this appendix, the tracking mechanism will accommodate a variety of ways in which an Ownership Entity may wish to allocate fee credits amongst the various parcels in that Ownership Entity's property holdings.

Cash Reimbursements

Cash reimbursements will be due to developers who have advance funded a facility (or facilities) in excess of their total SVSP Infrastructure Fee Component obligation. Cash reimbursements will repay a developer for the difference between the total reimbursement amount (i.e., total cost of eligible project) and that amount repaid through the use of fee credits. In these circumstances, developers would first obtain fee credits, up to their fair share requirement for SVSP infrastructure, and then await cash reimbursement from fee revenue collections from other fee payers.

To obtain reimbursements, developers would have had to enter into a credit/reimbursement agreement with the City. Cash reimbursements will be paid on City Public Works Department approval of "satisfactory completion" of the improvements associated with that agreement. Cash reimbursements will be paid on a first-in first-out basis based on the effective date of the credit/reimbursement agreement in any given calendar week. If two agreements have an effective date in the same calendar week, each will be given equal priority for reimbursement. Cash reimbursements will be paid no less than quarterly by the City. Outstanding cash reimbursement amounts subject to future payment will be increased annually on the annual fee adjustment date by 4 percent. Cash reimbursement balances are not convertible to fee credits unless the amounts are in the first reimbursement priority position.

Based on the terms identified in the Development Agreement, the interest cost to be included in the SVSP Fee Program will be included at such time as the first reimbursement obligation is determined and will then be applicable from that point forward. Interest will be determined on an annual basis and will be calculated from the date of the reimbursement agreement.

Other Reimbursements

Any third party reimbursements shall be treated according to the provisions of the Development Agreement. Because such third party reimbursements do not affect the SVSP fees, they are not accounted for in this nexus study.

Reimbursements for Public Land Dedications

City Park Land

Reimbursement for City Park Land shall be made only to the owner who dedicated land for the City Park as identified in this nexus study. Cash reimbursements shall commence once the City has received to its satisfaction one of these:

- Fee title to the park land.
- An irrevocable offer to dedicate the land.
- Another instrument that guarantees transfer of free and clear title of the park land to the City.

SVSP Right-of-Way, Open Space, and Other Public Lands

Because the right-of-way and open space land dedications and obligations are being handled as adjustments to the SVSP Infrastructure Fee Component, no cash reimbursements should be payable to an original Ownership Entity. However, there will be a cash payment to one property owner who is required to dedicate right-of-way land, although that land is not in the SVSP.

This land is identified in the SVSP Fee Program as the Placer 2780 property (3 parcels) located outside the SVSP boundaries. The acreage to be acquired from Placer 2780 has been included in the right-of-way and open space land requirements to ensure adequate funding will be provided to acquire the land as necessary.

Fee Program Adjustments and Update

The SVSP Fee Program is subject to automatic annual inflation adjustments, periodic updates, and a 5-year review requirement. The purpose of each update is described in this section.

Fee Program Adjustments and Updates

The proposed fee shall be adjusted annually, effective as of July 1 of each year. The annual adjustments vary by SVSP Fee Program Component.

SVSP Fee Program Land Value Adjustments

Annual adjustments to the City Park Land Fee Component and to the Public Land Fee adjustments will be based on the change in the City Park Land Value as determined by an annual appraisal or an updated appraisal the City shall cause to be completed. The appraisal should be completed early enough in a given calendar year to support the fee adjustment as of July 1 in that year.

The Public Land Fee adjustment in a given Ownership Entity shall be adjusted on a per-unit or per-building-square-foot basis based on the percentage change in City Park Land Value for the current year as compared to the previous year. For example, if the City Park Land appraised value increased by 5 percent in given year, then the Public Land Fee adjustment would be increased by 5 percent in that year.

SVSP Infrastructure Fee Adjustments

Annually, the costs on which the SVSP Infrastructure Fee is based shall be updated by actual costs (using unit price and other cost data from completed projects) or using a construction cost index such as the Engineering News Record Construction Cost Index (CCI). In the event that an index is used, the nexus study recommends that in April of each calendar year, using the procedures set forth in California Government Code Section 66017, the SVSP Infrastructure Fee should be adjusted by the average of the change in the San Francisco CCI and the change in the 20-city CCI as reported in the Engineering News Record for the 12-month period ending May of each calendar year.

As indicated in Exhibit JJ to the Development Agreement, the SVSP Infrastructure Fee adjustment shall be based on the remaining costs of eligible improvements as calculated above, the costs of any outstanding fee credit and cash reimbursement obligations including interest expenses, and the number of undeveloped or unpermitted fee-paying units (EDUs) in the SVSP Fee Program.

SVSP Infrastructure Fee Updates

The proposed SVSP fee is subject to periodic update based on changes in developable land, cost estimates, or other changes in the data on which the fee is based. During periodic updates, the City will analyze these items:

- Changes in facility costs greater than inflation.
- Use of actual costs for completed facility improvements to "true up" the Fee Program.
- Changes in land use.
- Changes in the amount of ACOE open space required (for Public Land Fee adjustments).
- Changes in other funding sources.
- Inclusion of interest costs for outstanding cash reimbursement obligations (after the first reimbursement agreement is executed).
- Changes in the cost to update or administer the fee.

In addition, a new infrastructure project may be included in the Fee Program to the extent that the project has unanimous approval of the SVSP Owners' Group and the City concurs. Any changes to the fee based on the periodic update will be presented to the City Council for approval before an increase or decrease in the fee.

Five-Year Review

Fees will be collected from new development in the City immediately; use of these funds, however, may need to wait until a sufficient fund balance can be accrued. According to Government Code Section 66006, the City is required to deposit, invest, account for, and expend the fees in a prescribed manner. The fifth fiscal year following the first deposit into the fee account or fund and every 5 years thereafter, the City is required to make all of the following findings with respect to that portion of the account or fund remaining unexpended:

- Identify the purpose for which the fee is to be put.
- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
- Identify all sources and amounts of funding anticipated to complete financing in incomplete plan area improvements.
- Designate the approximate dates on which the funding referred to in the above paragraph is expected to be deposited in the appropriate account or fund.

The City must refund the unexpended or uncommitted revenue portion of the fee for which a need could not be demonstrated in the above findings, unless the administrative costs exceed the amount of the refund.

APPENDICES:

Appendix A:	SVSP Fees by Land Use Type and Ownership Entity
Appendix B:	Detailed and Summary SVSP Land Use Tables
Appendix C:	SVSP Fee Program Cost Detail Tables
Appendix D:	SVSP Fee Program Public Land Requirement Allocation Tables
Appendix E:	SVSP Fee Program Open Space Cost Allocation Tables
Appendix F:	SVSP Fee Program Fee Credit Tracking
Appendix G:	Development Agreement Exhibit JJ
Appendix H:	SVSP Fee Credit and Reimbursement Agreement (Template)

APPENDIX A:

SVSP Fees by Land Use Type and Ownership Entity

Exhibit A

Specific Plan Parcels
Property Ownership

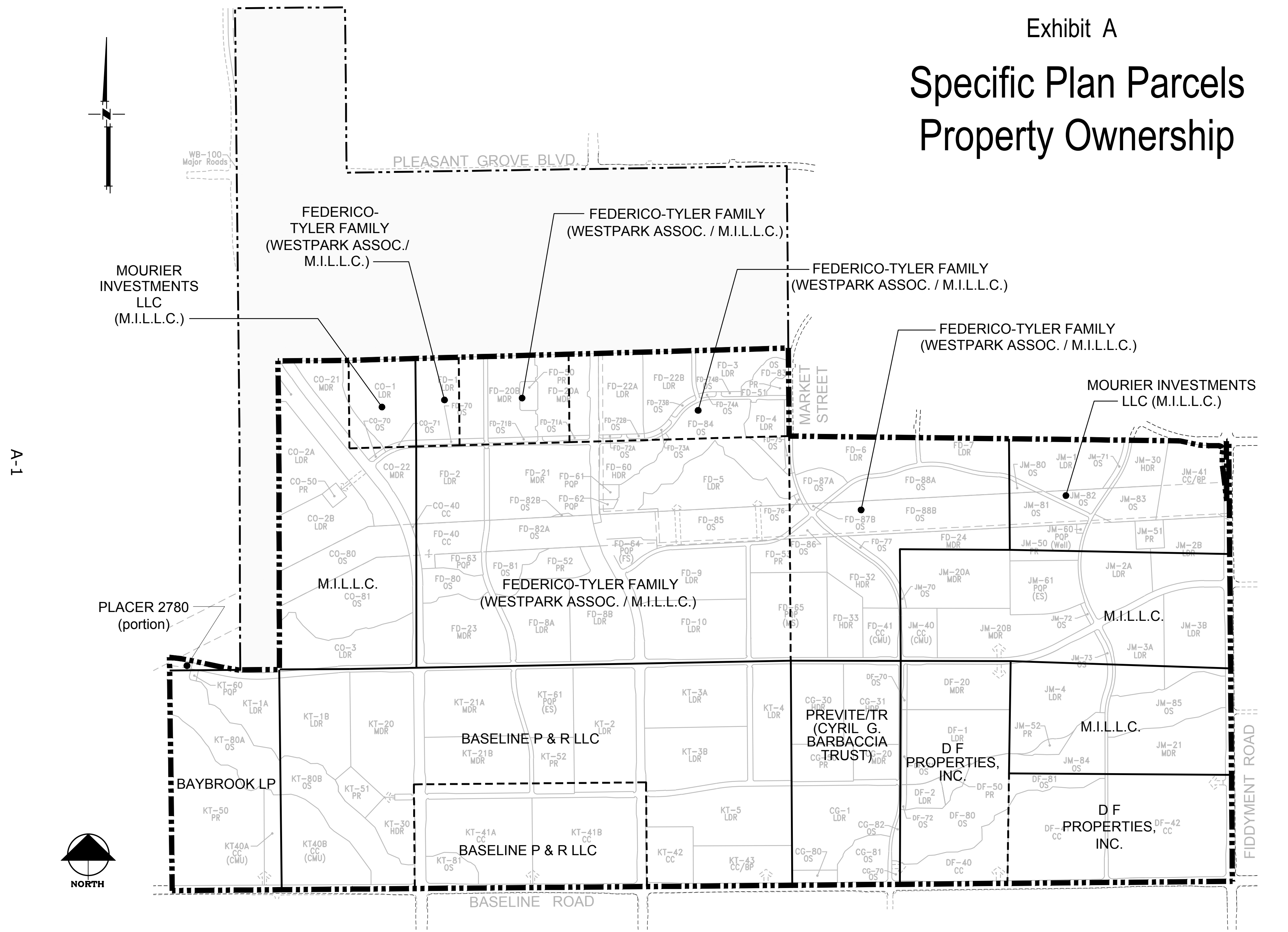

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Table A-1
Sierra Vista Specific Plan Fee Program
Proposed Fee Schedule for CGB

CGB

Fee	Source	Residential				Nonresidential		
		LDR	MDR	HDR	MU [1]	CC [1]	BP [1]	MU [1]
		per unit	*per unit*	*per unit*	*per unit*	*per sq. ft.*	*per sq. ft.*	*per sq. ft.*
City Park Land Fee	Table 8	**$2,329**	**$1,990**	**$1,650**	**$1,650**	**$0.00**	**$0.00**	**$0.00**
Infrastructure Fee								
Gross Fee	Table 1	$17,301	$15,920	$9,946	$10,321	$19.39	$20.52	$19.39
Open Space Allocation	Table E-1	$1,403	$1,198	$994	$0	$0.00	$0.00	$0.00
Public Land Allocation	Table D-1	$1,354	$1,354	$840	$0	$0.00	$0.00	$0.00
Net Infrastructure Fee		**$20,058**	**$18,473**	**$11,780**	**$10,321**	**$19.39**	**$20.52**	**$19.39**
Administration Fee *(2% of Gross Fee)*		**$346**	**$318**	**$199**	**$206**	**$0.39**	**$0.41**	**$0.39**
Total SVSP Fee		**$22,733**	**$20,781**	**$13,629**	**$12,177**	**$19.78**	**$20.93**	**$19.78**

"fee_CGB"

[1] Net Infrastructure Fee equals Gross Fee amount because this ownership entity does not currently have any of this type of land use within its area. Amounts would be adjusted if necessary because of land use changes.

Table A-2
Sierra Vista Specific Plan Fee Program
Proposed Fee Schedule for Mourier Investments

Mourier Investments

Fee	**Source**	Residential LDR	Residential MDR	Residential HDR	Residential MU	Nonresidential CC	Nonresidential BP	Nonresidential MU
		per unit	*per unit*	*per unit*	*per unit*	*per sq. ft.*	*per sq. ft.*	*per sq. ft.*
City Park Land Fee	Table 8	**$2,329**	**$1,990**	**$1,650**	**$1,650**	**$0.00**	**$0.00**	**$0.00**
Infrastructure Fee								
Gross Fee	Table 1	$17,301	$15,920	$9,946	$10,321	$19.39	$20.52	$19.39
Open Space Allocation	Table E-2	($775)	($662)	($549)	($549)	($0.52)	($0.52)	($0.52)
Public Land Allocation	Table D-2	($313)	($313)	($194)	($194)	($0.44)	($0.48)	($0.44)
Net Infrastructure Fee		**$16,213**	**$14,945**	**$9,203**	**$9,578**	**$18.43**	**$19.52**	**$18.43**
Administration Fee *(2% of Gross Fee)*		**$346**	**$318**	**$199**	**$206**	**$0.39**	**$0.41**	**$0.39**
Total SVSP Fee		**$18,888**	**$17,253**	**$11,052**	**$11,434**	**$18.82**	**$19.93**	**$18.82**

"fee_MI"

Table A-3
Sierra Vista Specific Plan Fee Program
Proposed Fee Schedule for DF Properties

DF Properties

Fee	Source	Residential				Nonresidential		
		LDR	MDR	HDR [1]	MU [1]	CC	BP [1]	MU [1]
		per unit	*per unit*	*per unit*	*per unit*	*per sq. ft.*	*per sq. ft.*	*per sq. ft.*
City Park Land Fee	Table 8	**$2,329**	**$1,990**	**$1,650**	**$1,650**	**$0.00**	**$0.00**	**$0.00**
Infrastructure Fee								
Gross Fee	Table 1	$17,301	$15,920	$9,946	$10,321	$19.39	$20.52	$19.39
Open Space Allocation	Table E-3	$396	$338	$0	$0	$0.26	$0.00	$0.00
Public Land Allocation	Table D-3	$2,162	$2,162	$0	$0	$3.07	$0.00	$0.00
Net Infrastructure Fee		**$19,859**	**$18,420**	**$9,946**	**$10,321**	**$22.72**	**$20.52**	**$19.39**
Administration Fee *(2% of Gross Fee)*		**$346**	**$318**	**$199**	**$206**	**$0.39**	**$0.41**	**$0.39**
Total SVSP Fee		**$22,534**	**$20,728**	**$11,795**	**$12,177**	**$23.11**	**$20.93**	**$19.78**

"fee_DF"

[1] Net Infrastructure Fee equals Gross Fee amount because this ownership entity does not currently have any of this type of land use within its area. Amounts would be adjusted if necessary because of land use changes.

Table A-4
Sierra Vista Specific Plan Fee Program
Proposed Fee Schedule for Westpark Federico / Mourier Federico

Westpark Federico / Mourier Federico

Fee	Source	Residential				Nonresidential		
		LDR	MDR	HDR	MU	CC	BP [1]	MU
		per unit	*per unit*	*per unit*	*per unit*	*per sq. ft.*	*per sq. ft.*	*per sq. ft.*
City Park Land Fee	Table 8	**$2,329**	**$1,990**	**$1,650**	**$1,650**	**$0.00**	**$0.00**	**$0.00**
Infrastructure Fee								
Gross Fee	Table 1	$17,301	$15,920	$9,946	$10,321	$19.39	$20.52	$19.39
Open Space Allocation	Table E-4	($1,541)	($1,316)	($1,092)	($1,092)	($1.02)	$0.00	($1.02)
Public Land Allocation	Table D-4	($1,827)	($1,827)	($1,132)	($1,132)	($2.59)	$0.00	($2.59)
Net Infrastructure Fee		**$13,933**	**$12,777**	**$7,722**	**$8,097**	**$15.78**	**$20.52**	**$15.78**
Administration Fee *(2% of Gross Fee)*		**$346**	**$318**	**$199**	**$206**	**$0.39**	**$0.41**	**$0.39**
Total SVSP Fee		**$16,608**	**$15,085**	**$9,571**	**$9,953**	**$16.17**	**$20.93**	**$16.17**

"fee_FED"

[1] Net Infrastructure Fee equals Gross Fee amount because this ownership entity does not currently have any of this type of land use within its area. Amounts would be adjusted if necessary because of land use changes.

Table A-5
Sierra Vista Specific Plan Fee Program
Proposed Fee Schedule for Baseline P & R LLC

Baseline P & R LLC

Fee	Source	Residential				Nonresidential		
		LDR	MDR	HDR	MU	CC	BP	MU
		per unit	*per unit*	*per unit*	*per unit*	*per sq. ft.*	*per sq. ft.*	*per sq. ft.*
City Park Land Fee	Table 8	**$2,329**	**$1,990**	**$1,650**	**$1,650**	**$0.00**	**$0.00**	**$0.00**
Infrastructure Fee								
Gross Fee	Table 1	$17,301	$15,920	$9,946	$10,321	$19.39	$20.52	$19.39
Open Space Allocation	Table E-5	$1,997	$1,706	$1,415	$1,415	$1.33	$1.33	$1.33
Public Land Allocation	Table D-5	$391	$391	$243	$243	$0.56	$0.60	$0.56
Net Infrastructure Fee		**$19,689**	**$18,017**	**$11,604**	**$11,979**	**$21.28**	**$22.45**	**$21.28**
Administration Fee *(2% of Gross Fee)*		**$346**	**$318**	**$199**	**$206**	**$0.39**	**$0.41**	**$0.39**
Total SVSP Fee		**$22,364**	**$20,325**	**$13,453**	**$13,835**	**$21.67**	**$22.86**	**$21.67**

"fee_BASE"

Table A-6
Sierra Vista Specific Plan Fee Program
Proposed Fee Schedule for Baybrook LP

Baybrook LP

Fee	Source	Residential				Nonresidential		
		LDR	MDR [1]	HDR [1]	MU	CC [1]	BP [1]	MU
		per unit	*per unit*	*per unit*	*per unit*	*per sq. ft.*	*per sq. ft.*	*per sq. ft.*
City Park Land Fee	Table 8	**$2,329**	**$1,990**	**$1,650**	**$1,650**	**$0.00**	**$0.00**	**$0.00**
Infrastructure Fee								
Gross Fee	Table 1	$17,301	$15,920	$9,946	$10,321	$19.39	$20.52	$19.39
Open Space Allocation	Table E-6	($7,596)	$0	$0	($5,383)	$0.00	$0.00	($5.05)
Public Land Allocation	Table D-6	($4,246)	$0	$0	($2,633)	$0.00	$0.00	($6.03)
Net Infrastructure Fee		**$5,459**	**$15,920**	**$9,946**	**$2,305**	**$19.39**	**$20.52**	**$8.31**
Administration Fee *(2% of Gross Fee)*		**$346**	**$318**	**$199**	**$206**	**$0.39**	**$0.41**	**$0.39**
Total SVSP Fee		**$8,134**	**$18,228**	**$11,795**	**$4,161**	**$19.78**	**$20.93**	**$8.70**

"fee_BAY"

[1] Net Infrastructure Fee equals Gross Fee amount because this ownership entity does not currently have any of this type of land use within its area. Amounts would be adjusted if necessary because of land use changes.

APPENDIX B:

Detailed and Summary SVSP Land Use Tables

Table B-1
Sierra Vista Specific Plan Fee Program
Summary of Developable Acreage, Units, and Building Square Feet by Owner

	Acreage [3]			Units/Building Sq. Ft.	
Ownership Entity	**Total**	**Developable**	**Non Developable**	**Units**	**Sq. Ft.**
Cyril G. Barbaccia Irrev. Trust	**80.6**	55.8	24.8	999	0
Mourier Investments, LLC.	**423.0**	266.5	156.5	1,724	142,626
DF Properties	**160.1**	119.6	40.5	230	888,286
Westpark Federico / Mourier Federico	**506.3**	286.8	219.4	2,154	58,915
Baseline P & R LLC	**376.5**	281.8	94.7	1,437	935,887
Baybrook LP	**80.0**	17.6	62.4	106	31,581
Offsite: Placer 2780 [3]	**1.3**	0.0	1.3	0	0
Total SVSP	**1,627.8**	**1,028.1**	**599.7**	**6,650**	**2,057,295**

"dev acres"

Source: Sierra Vista Specific Plan

[1] Excludes approximately 5.3 acres of ROW/Landscape Corridors in the SVSP Urban Reserve.
[2] Includes open space areas designated as paseos.
[3] Amount includes acreage for Placer 2780 (Offsite), which is not an ownership entity of the SVSP.

Table B-2
Sierra Vista Specific Plan Fee Program
Developable Units and Building Square Feet by Ownership Group

Land Use	Ownership Entity						
	CGB	Mourier	DF Properties	Westpark Federico/ Mourier Federico	Baseline P&R LLC.	Baybrook LP	**Total**
Residential				*units*			
Low Density	115	838	115	951	649	60	**2,728**
Medium Density	44	687	115	641	454	0	**1,941**
High Density	840	159	0	522	171	0	**1,692**
Mixed Use	0	40	0	40	163	46	**289**
Subtotal Residential	**999**	**1,724**	**230**	**2,154**	**1,437**	**106**	**6,650**
Nonresidential				*bldg. sq. ft.*			
Community Commercial	0	1,089	888,286	19,711	692,495	0	**1,601,581**
Business Professional	0	101,767	0	0	132,858	0	**234,625**
Mixed Use	0	39,770	0	39,204	110,534	31,581	**221,089**
Subtotal Nonresidential	**0**	**142,626**	**888,286**	**58,915**	**935,887**	**31,581**	**2,057,295**

"dev_uses"

Source: City of Roseville and SVSP Financing Plan

Table B-3
Sierra Vista Specific Plan Fee Program
Public Land Dedication Summaries

Ownership Entity	Total	ROW / Land. Corridor [1]	Open Space [2]	Public / Quasi-Public	Paseos	Parks	Bus Transfer Park & Ride	Other [3]
Cyril G. Barbaccia Irrev. Trust	**24.8**	6.3	9.7	0.0	1.2	7.6	0.0	0.0
Mourier Investments, LLC.	**156.5**	44.6	77.0	12.1	5.8	12.8	0.0	4.1
DF Properties	**40.5**	9.7	26.3	0.0	2.2	1.8	0.5	0.0
Westpark Federico / Mourier Federico	**219.4**	46.6	112.1	29.2	9.5	16.4	0.0	5.7
Baseline P & R LLC	**94.7**	48.3	22.2	12.0	0.0	11.8	0.4	0.0
Baybrook LP	**62.4**	4.7	17.6	0.2	0.0	39.9	0.0	0.0
Offsite: Placer 2780 [4]	**1.3**	0.9	0.3	0.1	0.0	0.0	0.0	0.0
Total SVSP	**599.7**	**161.1**	**265.2**	**53.6**	**18.7**	**90.3**	**0.9**	**9.8**

"publand_sum"

Source: Sierra Vista Specific Plan

[1] Excludes approximately 5.3 acres of ROW/Landscape Corridors in the SVSP Urban Reserve.
[2] Excludes open space areas designated as paseos.
[3] Includes nondevelopable portions of developable parcels that have powerline corridor and other use restrictions.
[4] Amount includes acreage for Placer 2780 (Offsite), which is not an ownership entity of the SVSP.

Table B-4
Sierra Vista Specific Plan Fee Program
Open Space Land Dedication Detail

Ownership Entity	Total	Open Space Detail: WAPA Corridor			Open Space Detail: General Open Space			Open Space Detail: ACOE
		WAPA w/ Det.	WAPA w/o Det.	Subtotal	General w/ Det.	General w/o Det.	Subtotal	
Cyril G. Barbaccia Irrev. Trust	9.7	0.0	0.0	**0.0**	7.8	1.9	**9.7**	**0.0**
Mourier Investments, LLC.	77.0	0.0	19.2	**19.2**	40.8	0.0	**40.8**	**17.1**
DF Properties	26.3	0.0	0.0	**0.0**	26.3	0.0	**26.3**	**0.0**
Westpark Federico / Mourier Federico	112.1	31.9	22.8	**54.7**	28.8	0.0	**28.8**	**28.6**
Baseline P & R LLC	22.2	0.0	0.0	**0.0**	22.2	0.0	**22.2**	**0.0**
Baybrook LP	17.6	0.0	0.0	**0.0**	17.6	0.0	**17.6**	**0.0**
Offsite: Placer 2780 [1]	0.3	0.0	0.0	**0.0**	0.3	0.0	**0.3**	**0.0**
Total SVSP	**265.2**	**31.9**	**42.0**	**73.9**	**143.8**	**1.9**	**145.7**	**45.7**

"os_detail"

Source: Sierra Vista Specific Plan

[1] Amount includes acreage for Placer 2780 (Offsite), which is not an ownership entity of the SVSP.

Table B-5
Sierra Vista Specific Plan Fee Program
Public/Quasi-Public Land Dedication Detail

		Pubic/Quasi-Public Space Detail										
		Public/Quasi-Public Excluding Schools								School Land		
Ownership Entity	**Total**	Church	Elect. Subst.	Recycle Ctr.	WWTP	Fire Station	Well	Sewer Lift Station	**Subtotal Excl. Schools**	Middle School	Element. School	**Subtotal Schools**
Cyril G. Barbaccia Irrev. Trust	**0.0**	0.0	0.0	0.0	0.0	0.0	0.0	0.0	**0.0**	0.0	0.0	**0.0**
Mourier Investments, LLC.	**12.1**	0.0	0.0	0.0	0.0	0.0	0.3	0.0	**0.3**	0.0	11.8	**11.8**
DF Properties	**0.0**	0.0	0.0	0.0	0.0	0.0	0.0	0.0	**0.0**	0.0	0.0	**0.0**
Westpark Federico / Mourier Federico	**29.2**	0.0	1.1	0.5	2.8	3.2	0.0	0.0	**7.6**	21.6	0.0	**21.6**
Baseline P & R LLC	**12.0**	0.0	0.0	0.0	0.0	0.0	0.0	0.0	**0.0**	0.0	12.0	**12.0**
Baybrook LP	**0.2**	0.0	0.0	0.0	0.0	0.0	0.0	0.2	**0.2**	0.0	0.0	**0.0**
Offsite: Placer 2780 [1]	**0.1**	0.0	0.0	0.0	0.0	0.0	0.0	0.1	**0.1**	0.0	0.0	**0.0**
Total SVSP	**53.6**	**0.0**	**1.1**	**0.5**	**2.8**	**3.2**	**0.3**	**0.3**	**8.2**	**21.6**	**23.8**	**45.4**

"pqp_detail"

Source: Sierra Vista Specific Plan

[1] Amount includes acreage for Placer 2780 (Offsite), which is not an ownership entity of the SVSP.

Table B-6
Sierra Vista Specific Plan Fee Program
Detailed Specific Plan Land Use Information - As of March 30, 2018

			FEE PROGRAM DESIGNATIONS							
PARCEL	**SPECIFIC PLAN LAND USE**	**ZONING**	**ZONING DESIGNATION**	**Dev. Or Nondev.**	**DEV. LAND USE**	**Footnote**	**ACRES**	**ALLOCATED UNITS**	**BUILDING SQ. FT.**	**DENSITY**
CGB									***0.25 FAR***	
CG-1	LDR (Residential)	RS/DS	RS/DS	D	LDR		22.6	115	-	5.1
CG-1	LDR (Residential)	OS	OS	ND	Paseo		0.4	-	-	-
CG-20	MDR (Residential)	RS/DS	RS/DS	D	MDR		4.6	44	-	9.6
CG-20	MDR (Residential)	OS	OS	ND	Paseo		0.3	-	-	-
CG-30	HDR (Residential	R3	R3	D	HDR		14.0	420	-	30.0
CG-31	HDR (Residential	R3	R3	D	HDR		14.6	420	-	28.8
CG-50	P/R (Park)	P/R	P/R	ND	Park		7.6	-	-	-
CG-70	OS (Open Space)	OS	OS	ND	Paseo		0.5	-	-	-
CG-80	OS (Open Space)	OS	OS	ND	GND		1.9	-	-	-
CG-81	OS (Open Space)	OS	OS	ND	GWD		6.8	-	-	-
CG-82	OS (Open Space)	OS	OS	ND	GWD		1.0	-	-	-
CG-100	ROW/Landscape Corridors	ROW	ROW	ND	-		6.3	-	-	-
Subtotal CGB							**80.6**	**999**	**0**	
Mourier Inv. LLC (Connely)										
CO-1	LDR (Residential)	RS/DS	RS/DS	D	LDR		17.3	86	-	5.0
CO-2A	LDR (Residential)	RS/DS	RS/DS	D	LDR		14.2	71	-	5.0
CO-2B	LDR (Residential)	RS/DS	RS/DS	D	LDR		14.6	73	-	5.0
CO-3	LDR (Residential)	RS/DS	RS/DS	D	LDR		15.7	78	-	5.0
CO-20	MDR (Residential)	RS/DS	RS/DS	D	MDR		9.4	84	-	8.9
CO-21	MDR (Residential)	RS/DS	RS/DS	D	MDR		7.8	70	-	9.0
CO-22	MDR (Residential)	RS/DS	RS/DS	D	MDR		4.5	43	-	9.6
CO-22	MDR (Residential)	OS	OS	ND	Paseo		0.3	-	-	-
CO-40	CC (Commercial)	CC	CC	D	N. Comm/Mini-Stor.		0.1	-	1,089	-
CO-50	P/R (Park)	P/R	P/R	ND	-		1.0	-	-	-
CO-70	OS (Open Space)	OS	OS	ND	Paseo		0.3	-	-	-
CO-71	OS (Open Space)	OS	OS	ND	Paseo		0.5	-	-	-
CO-80A	OS (Open Space)	OS	OS	ND	WAPA ND		4.5	-	-	-
CO-80B	OS (Open Space)	OS	OS	ND	ACOE		9.7	-	-	-
CO-81A	OS (Open Space)	OS	OS	ND	GWD		16.0	-	-	-
CO-81B	OS (Open Space)	OS	OS	ND	ACOE		6.9	-	-	-
CO-100	ROW/Landscape Corridors	ROW	ROW	ND	-		17.3	-	-	-
Subtotal Mourier Inv. LLC (Connely)							**140.1**	**505**	**1,089**	
Mourier Inv. LLC (Bagley, Computer., and Wealth)										
JM-1	LDR (Residential)	RS/DS	RS/DS	D	LDR		17.0	84	-	4.9
JM-2	LDR (Residential)	RS/DS	RS/DS	D	LDR		29.7	187	-	6.3
JM-2	LDR (Residential)	OS	OS	ND	Paseo		0.9	-	-	-
JM-3	LDR (Residential)	RS/DS	RS/DS	D	LDR		30.2	127	-	4.2
JM-3	LDR (Residential)	OS	OS	ND	Paseo		0.5	-	-	-
JM-4	LDR (Residential)	RS/DS	RS/DS	D	LDR		25.6	132	-	5.2
JM-20	MDR (Residential)	RS/DS	RS/DS	D	MDR		39.7	319	-	8.0
JM-21	MDR (Residential)	RS/DS	RS/DS	D	MDR		18.3	171	-	9.4
JM-21	MDR (Residential)	OS	OS	ND	Paseo		0.3	-	-	-
JM-30	HDR (Residential	R3	R3	D	HDR		7.5	159	-	21.2
JM-40	Commercial Mixed Use	CMU/SA	CMU/SA	D	CMU/SA		5.7	40	39,770	20.0
JM-41A	Commercial/Business Professional	CC/SA	CC/SA	D	CC/BP		9.3	-	101,767	-
JM-41B	Commercial/Business Professional	CC/SA	CC/SA	ND	Parking		4.1	-	-	-
JM-50A	P/R (Park)	P/R	P/R	ND	Park		7.7	-	-	-
JM-50B	P/R (Park)	P/R	P/R	ND	Park		0.0	-	-	-
JM-51	P/R (Park)	P/R	P/R	ND	Park		2.6	-	-	-
JM-52	P/R (Park)	P/R	P/R	ND	Park		1.5	-	-	-
JM-60	Public/Quasi-Public (Well)	P/QP	P/QP - Well	ND	-		0.3	-	-	-
JM-61	Public/Quasi-Public (Elementary School)	P/QP	P/QP - Elem School	ND	-		11.8	-	-	-
JM-70	OS (Open Space)	OS	OS	ND	Paseo		0.3	-	-	-
JM-71	OS (Open Space)	OS	OS	ND	Paseo		0.9	-	-	-
JM-72	OS (Open Space)	OS	OS	ND	Paseo		0.3	-	-	-
JM-73A	OS (Open Space)	OS	OS	ND	Paseo		0.6	-	-	-
JM-73B	OS (Open Space)	OS	OS	ND	Paseo		0.9	-	-	-
JM-80	OS (Open Space)	OS	OS	ND	ACOE		0.5	-	-	-
JM-81	OS (Open Space)	OS	OS	ND	WAPA ND		6.2	-	-	-
JM-82	OS (Open Space)	OS	OS	ND	WAPA ND		2.4	-	-	-
JM-83	OS (Open Space)	OS	OS	ND	WAPA ND		6.1	-	-	-
JM-84	OS (Open Space)	OS	OS	ND	GWD		10.0	-	-	-
JM-85	OS (Open Space)	OS	OS	ND	GWD		14.8	-	-	-
ROW	ROW/Landscape Corridors	ROW	ROW	ND	-		27.3	-	-	-
Subtotal Mourier Inv. LLC (Bagley, Computer., and Wealth)							**282.9**	**1,219**	**141,537**	
DF Properties										
DF-1	LDR (Residential)	RS/DS	RS/DS	D	LDR		20.3	100	-	4.9
DF-2	LDR (Residential)	RS/DS	RS/DS	D	LDR		3.2	15	-	4.7
DF-20	MDR (Residential)	RS/DS	RS/DS	D	MDR		14.5	115	-	7.9
DF-40A	CC (Commercial)	GC	GC	D	Reg. Comm.		12.1	-	131,431	-
DF-40B	CC (Commercial)	GC	GC	ND	Bus/Park/Ride		0.5	-	-	-

PARCEL	SPECIFIC PLAN LAND USE	ZONING	FEE PROGRAM DESIGNATIONS: ZONING DESIGNATION	FEE PROGRAM DESIGNATIONS: Dev. Or Nondev.	FEE PROGRAM DESIGNATIONS: DEV. LAND USE	Footnote	ACRES	ALLOCATED UNITS	BUILDING SQ. FT.	DENSITY
DF-41	CC (Commercial)	GC	GC	D	Reg. Comm.		29.3	-	319,077	-
DF-42	CC (Commercial)	GC	GC	D	Reg. Comm.		40.2	-	437,778	-
DF-50	P/R (Park)	P/R	P/R	ND	Park		1.8	-	-	-
DF-70	OS (Open Space)	OS	OS	ND	Paseo		0.6	-	-	-
DF-71	OS (Open Space)	OS	OS	ND	Paseo		1.2	-	-	-
DF-72	OS (Open Space)	OS	OS	ND	Paseo		0.4	-	-	-
DF-80	OS (Open Space)	OS	OS	ND	GWD		21.6	-	-	-
DF-81	OS (Open Space)	OS	OS	ND	GWD		4.7	-	-	-
DF-100	ROW/Landscape Corridors	ROW	ROW	ND	-		9.7	-	-	-
Subtotal DF Properties							**160.1**	**230**	**888,286**	
Westpark Federico / Mourier Federico										
FD-1	LDR (Residential)	RS/DS	RS/DS	D	LDR		18.3	91	-	5.0
FD-2	LDR (Residential)	RS/DS	RS/DS	D	LDR		15.7	81	-	5.2
FD-2	LDR (Residential)	OS	OS	ND	Paseo		0.6	-	-	-
FD-3	LDR (Residential)	RS/DS	RS/DS	D	LDR		9.1	46	-	5.1
FD-4	LDR (Residential)	RS/DS	RS/DS	D	LDR		6.1	33	-	5.4
FD-4	LDR (Residential)	OS	OS	ND	Paseo		0.3	-	-	-
FD-5	LDR (Residential)	RS/DS	RS/DS	D	LDR		17.4	87	-	5.0
FD-6	LDR (Residential)	RS/DS	RS/DS	D	LDR		13.5	69	-	5.1
FD-6	LDR (Residential)	OS	OS	ND	Paseo		0.3	-	-	-
FD-7	LDR (Residential)	RS/DS	RS/DS	D	LDR		8.5	42	-	4.9
FD-8A	LDR (Residential)	RS/DS	RS/DS	D	LDR		15.6	78	-	5.0
FD-8B	LDR (Residential)	RS/DS	RS/DS	D	LDR		17.3	86	-	5.0
FD-9	LDR (Residential)	RS/DS	RS/DS	D	LDR		18.3	109	-	6.0
FD-10	LDR (Residential)	RS/DS	RS/DS	D	LDR		18.7	93	-	5.0
FD-20A	MDR (Residential)	RS/DS	RS/DS	D	MDR		14.2	110	-	7.7
FD-20B	MDR (Residential)	RS/DS	RS/DS	D	MDR		11.1	88	-	7.9
FD-21	MDR (Residential)	RS/DS	RS/DS	D	MDR		22.0	204	-	9.3
FD-21	MDR (Residential)	OS	OS	ND	Paseo		0.7	-	-	-
FD-22A	LDR (Residential)	RS/DS	RS/DS	D	LDR		12.0	76	-	6.3
FD-22B	LDR (Residential)	RS/DS	RS/DS	D	LDR		10.5	60	-	5.7
FD-23	MDR (Residential)	RS/DS	RS/DS	D	MDR		15.9	143	-	9.0
FD-24	MDR (Residential)	RS/DS	RS/DS	D	MDR		10.7	96	-	9.0
FD-32	HDR (Residential	R3	R3	D	HDR		8.9	178	-	20.0
FD-33	HDR (Residential	R3	R3	D	HDR		8.6	172	-	20.0
FD-34	HDR (Residential	R3	R3	D	HDR		7.0	172	-	24.4
FD-40A	CC (Commercial)	CC	CC	D	Mini-Storage		1.8	-	19,711	-
FD-40B	CC (Commercial)	CC	CC	ND	Undev.		5.7	-	-	-
FD-41	Commercial Mixed Use	CMU/SA	CMU/SA	D	CMU/SA		5.6	40	39,204	20.0
FD-41	Commercial Mixed Use	ROW	ROW	ND	Additional ROW	[1]	0.1	-	-	-
FD-50	P/R (Park)	P/R	P/R	ND	Park		1.7	-	-	-
FD-51	P/R (Park)	P/R	P/R	ND	Park		1.1	-	-	-
FD-52	P/R (Park)	P/R	P/R	ND	Park		5.5	-	-	-
FD-53	P/R (Park)	P/R	P/R	ND	Park		8.1	-	-	-
FD-61	Public/Quasi-Public (Electrical Substation)	P/QP	P/QP - Elect	ND	-		1.1	-	-	-
FD-62	Public/Quasi-Public (Recycle Center)	P/QP	P/QP - Recycle	ND	-		0.5	-	-	-
FD-63	Public/Quasi-Public (Water Treatment/Well)	P/QP	P/QP - WWTP	ND	-		2.8	-	-	-
FD-64	Public/Quasi-Public (Fire Station)	P/QP	P/QP - Fire	ND	-		3.2	-	-	-
FD-65	Public/Quasi-Public (Middle School)	P/QP	P/QP - Middle School	ND	-		21.6	-	-	-
FD-70	OS (Open Space)	OS	OS	ND	Paseo		1.1	-	-	-
FD-71A	OS (Open Space)	OS	OS	ND	Paseo		0.7	-	-	-
FD-71B	OS (Open Space)	OS	OS	ND	Paseo		0.8			
FD-72A	OS (Open Space)	OS	OS	ND	Paseo		0.3	-	-	-
FD-72B	OS (Open Space)	OS	OS	ND	Paseo		0.3			
FD-73A	OS (Open Space)	OS	OS	ND	Paseo		0.5	-	-	-
FD-73B	OS (Open Space)	OS	OS	ND	Paseo		0.5			
FD-74	OS (Open Space)	OS	OS	ND	Paseo		0.7	-	-	-
FD-75	OS (Open Space)	OS	OS	ND	Paseo		1.2	-	-	-
FD-76	OS (Open Space)	OS	OS	ND	Paseo		0.2	-	-	-
FD-77	OS (Open Space)	OS	OS	ND	Paseo		1.4	-	-	-
FD-80	OS (Open Space)	OS	OS	ND	GWD		5.7	-	-	-
FD-81	OS (Open Space)	OS	OS	ND	GWD		5.5	-	-	-
FD-82A	OS (Open Space)	OS	OS	ND	WAPA WD		11.1	-	-	-
FD-82B	OS (Open Space)	OS	OS	ND	GWD		0.1	-	-	-
FD-83	OS (Open Space)	OS	OS	ND	ACOE		3.5	-	-	-
FD-84A	OS (Open Space)	OS	OS	ND	GWD		17.5	-	-	-
FD-84B	OS (Open Space)	OS	OS	ND	ACOE		7.8	-	-	-
FD-85	OS (Open Space)	OS	OS	ND	WAPA WD		20.8	-	-	-
FD-86	OS (Open Space)	OS	OS	ND	WAPA ND		1.7	-	-	-
FD-87A	OS (Open Space)	OS	OS	ND	ACOE		4.1	-	-	-
FD-87B	OS (Open Space)	OS	OS	ND	WAPA ND		0.2	-	-	-
FD-88A	OS (Open Space)	OS	OS	ND	ACOE		13.2	-	-	-
FD-88B	OS (Open Space)	OS	OS	ND	WAPA ND		20.9	-	-	-
FD-100	ROW/Landscape Corridors	ROW	ROW	ND	-		46.5	-	-	-
Subtotal Westpark Federico / Mourier Federico							**506.3**	**2,154**	**58,915**	

Table B-6
Sierra Vista Specific Plan Fee Program
Detailed Specific Plan Land Use Information - As of March 30, 2018

PARCEL	SPECIFIC PLAN LAND USE	ZONING	FEE PROGRAM DESIGNATIONS ZONING DESIGNATION	Dev. Or Nondev.	DEV. LAND USE	Footnote	ACRES	ALLOCATED UNITS	BUILDING SQ. FT.	DENSITY
Baseline P& R LLC.										
KT-1B	LDR (Residential)	RS/DS	RS/DS	D	LDR		20.4	95	-	4.7
KT-2	LDR (Residential)	RS/DS	RS/DS	D	LDR		23.7	125	-	5.3
KT-3A	LDR (Residential)	RS/DS	RS/DS	D	LDR		19.2	109	-	5.7
KT-3B	LDR (Residential)	RS/DS	RS/DS	D	LDR		19.4	97	-	5.0
KT-4	LDR (Residential)	RS/DS	RS/DS	D	LDR		14.3	84	-	5.9
KT-5	LDR (Residential)	RS/DS	RS/DS	D	LDR		23.5	139	-	5.9
KT-20	MDR (Residential)	RS/DS	RS/DS	D	MDR		22.5	167	-	7.4
KT-21A	MDR (Residential)	RS/DS	RS/DS	D	MDR		18.6	135	-	7.3
KT-21B	MDR (Residential)	RS/DS	RS/DS	D	MDR		18.6	152	-	8.2
KT-30	HDR (Residential	R3	R3	D	HDR		7.5	171	-	22.8
KT-40B	CC (Commercial Mixed Use)	CMU/SA	CMU/SA	D	CMU/SA		18.3	163	110,534	20.0
KT-41A	CC (Commercial)	GC	GC	D	Reg. Comm.		54.8	-	596,663	-
KT-41B	CC (Commercial)	GC	GC	D	Reg. Comm.		0.0	-	-	-
KT-41B	CC (Commercial)	GC	GC	ND	Bus/Park/Ride		0.4	-	-	-
KT-42	CC (Commercial)	GC	GC	D	Reg. Comm.		8.8	-	95,832	-
KT-43	Commercial/Business Professional	CC/SA	CC/SA	D	Office		12.2	-	132,858	-
KT-51	P/R (Park)	P/R	P/R	ND	Park		4.2	-	-	-
KT-52	P/R (Park)	P/R	P/R	ND	Park		7.6	-	-	-
KT-61	Public/Quasi-Public (Elementary School)	P/QP	P/QP - Elem School	ND	-		12.0	-	-	-
KT-80B	OS (Open Space)	OS	OS	ND	GWD		17.5	-	-	-
KT-81	OS (Open Space)	OS	OS	ND	GWD		4.7	-	-	-
KT-100A	ROW/Landscape Corridors	ROW	ROW	ND	-		48.3	-	-	-
Subtotal Baseline P& R LLC.							**376.5**	**1,437**	**935,887**	
Baybrook LP										
KT-1A	LDR (Residential)	RS/DS	RS/DS	D	LDR		12.4	60	-	4.8
KT-40A	CC (Commercial Mixed Use)	CMU/SA	CMU/SA	D	CMU/SA		5.2	46	31,581	20.0
KT-50	P/R (Park)	P/R	P/R	ND	Park		39.9	-	-	-
KT-60A	Public/Quasi-Public (Sewer Lift Station)	P/QP	P/QP - Sewer LS	ND	-		0.2	-	-	-
KT-80A-1	OS (Open Space)	OS	OS	ND	GWD		17.6	-	-	-
KT-82	ROW/Landscape Corridors	ROW	ROW	ND	-		0.5	-	-	-
KT-100B	ROW/Landscape Corridors	ROW	ROW	ND	-	[2]	4.2	-	-	-
Subtotal Baybrook LP							**80.0**	**106**	**31,581**	
Urban Reserve										
UR-92	Urban Reserve	UR	UR	-	-		40.1	-	-	-
UR-100	ROW/Landscape Corridors	URROW	URROW	-	-		5.3	-	-	-
Subtotal Urban Reserve							**45.4**	**0.0**	**0.0**	
Placer 2780										
KT-60B	Public/Quasi-Public (Sewer Lift Station)	P/QP	P/QP - Sewer LS	ND	-	[3]	0.1	-	-	-
KT-80A-2	OS (Open Space)	OS	OS	ND	GWD	[3]	0.3	-	-	-
KT-100C	ROW/Landscape Corridors	ROW	ROW	ND	-	[3]	0.9	-	-	-
Subtotal Placer 2780							**1.3**	**0**	**0**	
Subtotal Excluding Westbrook							**1,673.2**	**6,650**	**2,057,295**	
Westbrook Acres							**366.2**			
TOTAL SVSP Acres							**2,039.4**			

"lu_detail"

Source: MacKay & Somps

Footnotes:
[1] Additional ROW required in the future will be included in Fee adjustments.
[2] Modified based on the Portion of Improvements on APN 017-150-011 exhibit, dated 3 March 2010.
[3] Based on the Portion of Improvements on APN 017-150-011 exhibit, dated 3 March 2010.
[4] Areas designated as Paseo are anticipated to be dedicated to the city as ROW/Paseo and fee adjusted as such.

APPENDIX C:

SVSP Fee Program Cost Detail Tables

Note: Schedule JJ and Paseo Improvement Costs from 2011 SVSP Fee Program Nexus Study. Costs have been updated as detailed in ***Chapter 4*** *of this 2018 Nexus Study Update.*

MacKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SCHEDULE JJ-1
(SHEET 1 OF 2, *PAGE 1 OF 2*)

Job #: 18254-SP0
Sierra Vista Specific Plan
Backbone Infrastructure Costs
SCHEDULE JJ-1 - Overall Segments.xls
2010.12.03
SEH

Preliminary Opinion of Construction Cots
Major Backbone Infrastructure Only

No.	Roadway	CITY / COUNTY TOTAL	CIP TOTAL	Streetwork	Concrete	Storm Drain	Sanitary Sewer
1	Fiddyment Road - Segment 1	$ -	$ -	$ 578,141	$ 84,672	$ 736,848	$ -
2	Fiddyment Road - Segment 2	$ -	$ 360,000	$ 842,876	$ 66,528	$ 302,998	$ -
3	Baseline Road - Segment 1	$ 918,677	$ -	$ 507,339	$ 100,022	$ 212,400	$ -
4	Baseline Road - Segment 2	$ 347,337	$ -	$ 315,135	$ 62,266	$ -	$ -
5	Baseline Road - Segment 3	$ 1,334,473	$ -	$ 557,684	$ 110,025	$ 118,800	$ -
6	Baseline Road - Segment 4	$ 340,686	$ -	$ 309,133	$ 61,073	$ 327,780	$ -
7	Baseline Road - Segment 5	$ 1,119,320	$ -	$ 1,048,381	$ 135,991	$ 387,648	$ -
8	Baseline Road - Segment 6	$ 395,743	$ -	$ 718,811	$ 70,943	$ 508,320	$ -
9	Baseline Road - Segment 7	$ 400,547	$ -	$ 363,146	$ 71,804	$ 696,600	$ -
10	Baseline Road - Segment 8	$ 961,928	$ -	$ 544,855	$ 107,905	$ 210,686	$ -
11	Baseline Road - Segment 9	$ 409,415	$ -	$ 373,308	$ 73,394	$ 116,784	$ -
12	Santucci Boulevard - Segment 1	$ -	$ 796,930	$ 601,252	$ 112,608	$ 583,920	$ 62,640
13	Santucci Boulevard - Segment 2	$ -	$ 1,157,474	$ 1,091,420	$ 205,344	$ 185,040	$ 214,560
14	Santucci Boulevard - Segment 3	$ -	$ 398,583	$ 545,874	$ 102,540	$ 236,520	$ 82,714
15	Santucci Boulevard - Segment 4	$ -	$ 376,273	$ 514,304	$ 96,975	$ 476,640	$ 151,085
16	Santucci Boulevard - Segment 5	$ -	$ 896,138	$ 734,238	$ 138,177	$ 461,628	$ 115,920
17	Santucci Boulevard - Segment 6	$ -	$ 832,428	$ 1,136,876	$ 214,353	$ 526,320	$ -
18	Westbrook Boulevard - Segment 1	$ -	$ 878,664	$ 563,363	$ 135,660	$ 419,760	$ 99,720
19	Westbrook Boulevard - Segment 2	$ -	$ 1,156,443	$ 862,223	$ 208,126	$ 165,960	$ 18,720
20	Westbrook Boulevard - Segment 3	$ -	$ 926,489	$ 614,175	$ 147,980	$ 267,840	$ -
21	Westbrook Boulevard - Segment 4	$ -	$ 1,196,964	$ 905,932	$ 218,724	$ 722,340	$ 147,600
22	Westbrook Boulevard - Segment 5	$ -	$ 535,592	$ 580,847	$ 139,899	$ 140,220	$ 105,840
23	Westbrook Boulevard - Segment 6 [2]	$ -	$ 467,472	$ -	$ -	$ -	$ 266,400
24	Market Street - Segment 1	$ -	$ -	$ 348,723	$ 63,867	$ 453,708	$ 241,560
25	Market Street - Segment 2	$ -	$ -	$ 499,170	$ 91,748	$ 250,560	$ 252,720
26	Market Street - Segment 3	$ -	$ -	$ 245,624	$ 38,344	$ 115,200	$ 103,392
27	Market Street - Segment 4	$ -	$ -	$ 494,894	$ 83,523	$ 305,280	$ 167,760
28	Market Street - Segment 5	$ -	$ -	$ 422,233	$ 70,520	$ 498,730	$ 193,680
29	Upland Drive - Segment 1	$ -	$ -	$ 345,444	$ 63,262	$ 227,520	$ 54,720
30	Upland Drive - Segment 2	$ -	$ -	$ 459,095	$ 77,717	$ 101,880	$ 54,720
31	Upland Drive - Segment 3	$ -	$ -	$ 377,772	$ 62,718	$ 366,120	$ 121,277
32	Upland Drive - Segment 4	$ -	$ -	$ 242,415	$ 44,392	$ 153,360	$ 132,768
33	Upland Drive - Segment 5	$ -	$ -	$ 436,797	$ 73,604	$ 379,440	$ 75,600
34	Federico Drive - Segment 1	$ -	$ -	$ 841,112	$ 148,176	$ 492,473	$ 197,280
35	Federico Drive - Segment 2	$ -	$ -	$ 712,242	$ 124,407	$ 167,040	$ -
36	Federico Drive - Segment 3	$ -	$ -	$ 211,193	$ 31,994	$ 200,880	$ 33,840
37	Vista Grande Boulevard - Segment 1	$ -	$ 714,963	$ 846,119	$ 211,968	$ 147,600	$ 12,240
38	Vista Grande Boulevard - Segment 2	$ -	$ 253,283	$ 604,539	$ 151,557	$ 152,640	$ 130,522
39	Vista Grande Boulevard - Segment 3	$ -	$ 1,012,970	$ 696,947	$ 174,874	$ 75,240	$ 157,680
40	Vista Grande Boulevard - Segment 4	$ -	$ 292,970	$ 696,947	$ 174,874	$ 156,780	$ 193,248
41	Vista Grande Boulevard - Segment 5	$ -	$ 737,268	$ 898,564	$ 225,746	$ 340,920	$ 194,040
42	Vista Grande Boulevard - Segment 6	$ -	$ 897,785	$ 1,281,381	$ 321,794	$ 329,760	$ 356,040
43	Vista Grande Boulevard - Segment 7	$ -	$ 343,837	$ 819,282	$ 205,741	$ 316,440	$ 340,920
44	Vista Grande Boulevard - Segment 8	$ -	$ 236,457	$ 562,476	$ 141,489	$ 164,160	$ 216,360
45	For Vista Grande Boulevard - Segment 2	$ -	$ -	$ -	$ -	$ 239,616	$ -
46	Sierra Glen Drive - Segment 1	$ -	$ -	$ -	$ -	$ 298,080	$ 91,800
47	Frontage - JM-80	$ -	$ -	$ 96,271	$ 15,379	$ 87,768	$ -
48	PQP Site on JM-60	$ -	$ -	$ -	$ -	$ -	$ -
49	For Vista Grande Boulevard - Segment 3	$ -	$ -	$ -	$ -	$ 195,624	$ -
50	Park & Ride and Bus Transfer Station	$ -	$ -	$ -	$ -	$ -	$ -
51	For Vista Grande Boulevard - Segment 8	$ -	$ -	$ -	$ -	$ 154,080	$ -
52	Sierra Village Drive - Segment 3	$ -	$ -	$ -	$ -	$ -	$ 224,640
53	PQP Site on KT-60	$ -	$ -	$ -	$ -	$ -	$ 720,000
54	Park & Ride	$ -	$ -	$ -	$ -	$ -	$ -
55	From Vista Grande Boulevard - Segment 6	$ -	$ -	$ -	$ -	$ 293,558	$ -
56	From Federico Drive - Segment 2	$ -	$ -	$ -	$ -	$ 230,256	$ -
57	Sierra Glen Drive - Segment 2	$ -	$ -	$ -	$ -	$ -	$ 231,120
58	From Santucci Boulevard - Segment 4	$ -	$ -	$ -	$ -	$ -	$ -
59	Frontage - FD-87A	$ -	$ -	$ 70,310	$ 11,232	$ 101,700	$ -
60	Frontage - FD-88A	$ -	$ -	$ 415,552	$ 66,384	$ 267,739	$ -
61	Frontage - FD-63	$ -	$ -	$ 48,316	$ 7,718	$ 12,960	$ -
62	Frontage - FD-64	$ -	$ -	$ 83,291	$ 13,306	$ -	$ -
63	PQP Site on FD-63	$ -	$ -	$ -	$ -	$ -	$ -
64	PQP Site on FD-61	$ -	$ -	$ -	$ -	$ -	$ -
65	PQP Site on FD-64	$ -	$ -	$ -	$ -	$ -	$ -
66	PQP Site on FD-62	$ -	$ -	$ -	$ -	$ -	$ -
67	Fiddyment - Baseline City CIP	$ 242,884.75	$ 2,273,586	$ 725,037	$ -	$ 81,540	$ -
68	Fiddyment - Baseline Tier 1A	$ 172,794.86	$ 30,240	$ 68,179	$ -	$ 16,560	$ -
69	Fiddyment - Baseline SV Project	$ 54,286.87	$ -	$ 362,306	$ 5,184	$ 92,196	$ -
70	Watt - Baseline Tier 1B	$ 1,040,004.00	$ -	$ -	$ -	$ -	$ -
71	Santucci - Baseline SV Project	$ 2,012,400.00	$ -	$ 363,168	$ 23,976	$ 378,360	$ -
72	Preserve Area Earthwork	$ -	$ -	$ -	$ -	$ -	$ -
73	Wetland Mitigation	$ -	$ 91,100	$ -	$ -	$ -	$ -
74	Swainsons Hawk Mitigation	$ -	$ 123,300	$ -	$ -	$ -	$ -
75	Paseo - Additional Landscape Easement	$ -	$ -	$ -	$ -	$ -	$ -
	Total :	***$ 9,750,497***	***$ 16,987,210***	***$ 28,584,709***	***$ 5,390,502***	***$ 15,650,820***	***$ 5,763,125***

[1] Includes $25,000 Segmentation Cost for all roadway Segments
[2] $317,264.58 of CIP/TMF is included within the CIP Value

NOTE: The costs shown herein are a summary of the costs, based upon more detailed analysis of a preliminary Opinion of Construction Costs outlined in the Sierra Vista Preliminary Estimates dated August 6, 2010, incorporated herein by reference. The Sierra Vista Preliminary Estimates are on file with the City of Roseville Public Works Department.

Initial

SCHEDULE JJ-1
(SHEET 1 OF 2, *PAGE 2 OF 2)*

Preliminary Opinion of Construction Cots
Major Backbone Infrastructure Only

No.	Roadway	Potable Water	Recycled Water	Dry Utilities	Miscellaneous [1]	OWNER TOTAL	CUMULATIVE TOTAL
1	Fiddyment Road - Segment 1	$ -	$ -	$ 927,360	$ 156,960	$ 2,483,981	$ 2,483,981
2	Fiddyment Road - Segment 2	$ -	$ -	$ 728,640	$ 131,040	$ 2,072,081	$ 2,432,081
3	Baseline Road - Segment 1	$ 406,080	$ -	$ 500,112	$ 92,215	$ 1,818,169	$ 2,736,846
4	Baseline Road - Segment 2	$ 219,600	$ -	$ 311,328	$ 70,995	$ 979,323	$ 1,326,661
5	Baseline Road - Segment 3	$ 462,456	$ -	$ 550,123	$ 97,837	$ 1,896,925	$ 3,231,397
6	Baseline Road - Segment 4	$ 297,792	$ -	$ 305,366	$ 70,325	$ 1,371,470	$ 1,712,156
7	Baseline Road - Segment 5	$ 473,040	$ -	$ 679,954	$ 112,430	$ 2,837,444	$ 3,956,764
8	Baseline Road - Segment 6	$ -	$ -	$ 354,715	$ 75,872	$ 1,728,662	$ 2,124,405
9	Baseline Road - Segment 7	$ -	$ -	$ 359,021	$ 76,356	$ 1,566,927	$ 1,967,473
10	Baseline Road - Segment 8	$ -	$ -	$ 539,525	$ 96,645	$ 1,499,616	$ 2,461,545
11	Baseline Road - Segment 9	$ -	$ -	$ 366,970	$ 77,249	$ 1,007,704	$ 1,417,119
12	Santucci Boulevard - Segment 1	$ 197,280	$ 138,456	$ 281,520	$ 36,000	$ 2,013,676	$ 2,810,605
13	Santucci Boulevard - Segment 2	$ 191,520	$ 172,008	$ 513,360	$ 36,000	$ 2,609,252	$ 3,766,726
14	Santucci Boulevard - Segment 3	$ 94,860	$ 82,526	$ 256,349	$ 36,000	$ 1,437,382	$ 1,835,965
15	Santucci Boulevard - Segment 4	$ 244,397	$ 145,555	$ 242,438	$ 36,000	$ 1,907,394	$ 2,283,668
16	Santucci Boulevard - Segment 5	$ 158,623	$ 120,960	$ 345,442	$ 36,000	$ 2,110,988	$ 3,007,126
17	Santucci Boulevard - Segment 6	$ 162,216	$ 75,744	$ 535,882	$ 36,000	$ 2,687,390	$ 3,519,818
18	Westbrook Boulevard - Segment 1	$ 328,680	$ 58,464	$ 339,149	$ 36,000	$ 1,980,795	$ 2,859,459
19	Westbrook Boulevard - Segment 2	$ 412,776	$ 98,640	$ 520,315	$ 36,000	$ 2,322,761	$ 3,479,204
20	Westbrook Boulevard - Segment 3	$ 333,360	$ 233,762	$ 369,950	$ 36,000	$ 2,003,068	$ 2,929,557
21	Westbrook Boulevard - Segment 4	$ 583,560	$ 328,896	$ 546,811	$ 36,000	$ 3,489,864	$ 4,686,828
22	Westbrook Boulevard - Segment 5	$ 266,976	$ 268,416	$ 349,747	$ 36,000	$ 1,887,945	$ 2,423,537
23	Westbrook Boulevard - Segment 6 [2]	$ 551,664	$ 581,184	$ -	$ 36,000	$ 1,435,248	$ 1,902,720
24	Market Street - Segment 1	$ 219,240	$ 213,322	$ 349,747	$ 36,000	$ 1,926,166	$ 1,926,166
25	Market Street - Segment 2	$ 151,582	$ 152,071	$ 502,430	$ 36,000	$ 1,936,281	$ 1,936,281
26	Market Street - Segment 3	$ 76,622	$ 64,382	$ 209,981	$ 36,000	$ 889,546	$ 889,546
27	Market Street - Segment 4	$ 184,320	$ 83,002	$ 457,387	$ 36,000	$ 1,812,166	$ 1,812,166
28	Market Street - Segment 5	$ 194,602	$ 154,080	$ 386,179	$ 36,000	$ 1,956,023	$ 1,956,023
29	Upland Drive - Segment 1	$ 165,960	$ 140,386	$ 346,435	$ 36,000	$ 1,379,727	$ 1,379,727
30	Upland Drive - Segment 2	$ 195,120	$ 153,540	$ 425,592	$ 36,000	$ 1,503,663	$ 1,503,663
31	Upland Drive - Segment 3	$ 114,703	$ 76,558	$ 343,454	$ 36,000	$ 1,498,602	$ 1,498,602
32	Upland Drive - Segment 4	$ 157,982	$ 126,043	$ 243,101	$ 36,000	$ 1,136,062	$ 1,136,062
33	Upland Drive - Segment 5	$ 136,512	$ 85,342	$ 403,070	$ 36,000	$ 1,626,365	$ 1,626,365
34	Federico Drive - Segment 1	$ 362,520	$ 327,960	$ 811,440	$ 36,000	$ 3,216,960	$ 3,216,960
35	Federico Drive - Segment 2	$ 552,600	$ 217,735	$ 681,278	$ 36,000	$ 2,491,303	$ 2,491,303
36	Federico Drive - Segment 3	$ 95,832	$ 54,554	$ 175,205	$ 36,000	$ 839,498	$ 839,498
37	Vista Grande Boulevard - Segment 1	$ 191,160	$ 31,968	$ 529,920	$ 36,000	$ 2,006,975	$ 2,721,938
38	Vista Grande Boulevard - Segment 2	$ 124,358	$ 117,158	$ 378,893	$ 36,000	$ 1,695,667	$ 1,948,951
39	Vista Grande Boulevard - Segment 3	$ 155,232	$ 145,872	$ 437,184	$ 36,000	$ 1,879,029	$ 2,891,999
40	Vista Grande Boulevard - Segment 4	$ 145,872	$ 133,632	$ 437,184	$ 36,000	$ 1,974,537	$ 2,267,507
41	Vista Grande Boulevard - Segment 5	$ 218,160	$ 186,134	$ 564,365	$ 36,000	$ 2,663,929	$ 3,401,198
42	Vista Grande Boulevard - Segment 6	$ 574,920	$ 257,522	$ 804,485	$ 36,000	$ 3,961,903	$ 4,859,687
43	Vista Grande Boulevard - Segment 7	$ 165,521	$ 96,365	$ 514,354	$ 36,000	$ 2,494,623	$ 2,838,460
44	Vista Grande Boulevard - Segment 8	$ 110,880	$ 18,720	$ 353,722	$ 36,000	$ 1,603,806	$ 1,840,263
45	For Vista Grande Boulevard - Segment 2	$ -	$ -	$ -	$ -	$ 239,616	$ 239,616
46	Sierra Glen Drive - Segment 1	$ -	$ -	$ -	$ -	$ 389,880	$ 389,880
47	Frontage - JM-80	$ -	$ -	$ 57,672	$ -	$ 257,090	$ 257,090
48	PQP Site on JM-60	$ 303,840	$ -	$ -	$ -	$ 303,840	$ 303,840
49	For Vista Grande Boulevard - Segment 3	$ -	$ -	$ -	$ -	$ 195,624	$ 195,624
50	Park & Ride and Bus Transfer Station	$ -	$ -	$ -	$ 650,881	$ 650,881	$ 650,881
51	For Vista Grande Boulevard - Segment 8	$ -	$ -	$ -	$ -	$ 154,080	$ 154,080
52	Sierra Village Drive - Segment 3	$ -	$ -	$ -	$ -	$ 224,640	$ 224,640
53	PQP Site on KT-60	$ -	$ -	$ -	$ -	$ 720,000	$ 720,000
54	Park & Ride	$ -	$ -	$ -	$ 234,488	$ 234,488	$ 234,488
55	From Vista Grande Boulevard - Segment 6	$ 442,080	$ -	$ -	$ -	$ 735,638	$ 735,638
56	From Federico Drive - Segment 2	$ 309,600	$ -	$ -	$ -	$ 539,856	$ 539,856
57	Sierra Glen Drive - Segment 2	$ -	$ -	$ -	$ -	$ 231,120	$ 231,120
58	From Santucci Boulevard - Segment 4	$ 919,440	$ -	$ -	$ -	$ 919,440	$ 919,440
59	Frontage - FD-87A	$ -	$ -	$ 42,120	$ -	$ 225,362	$ 225,362
60	Frontage - FD-88A	$ -	$ -	$ 248,940	$ -	$ 998,615	$ 998,615
61	Frontage - FD-63	$ -	$ -	$ 28,944	$ -	$ 97,938	$ 97,938
62	Frontage - FD-64	$ -	$ -	$ 49,896	$ -	$ 146,492	$ 146,492
63	PQP Site on FD-63	$ -	$ 32,400	$ -	$ -	$ 32,400	$ 32,400
64	PQP Site on FD-61	$ -	$ -	$ 476,928	$ -	$ 476,928	$ 476,928
65	PQP Site on FD-64	$ -	$ -	$ -	$ 216,000	$ 216,000	$ 216,000
66	PQP Site on FD-62	$ -	$ -	$ -	$ 245,232	$ 245,232	$ 245,232
67	Fiddyment - Baseline City CIP	$ -	$ -	$ -	$ 51,840	$ 858,417	$ 3,374,889
68	Fiddyment - Baseline Tier 1A	$ -	$ -	$ -	$ 47,520	$ 132,259	$ 335,293
69	Fiddyment - Baseline SV Project	$ 392,400	$ -	$ -	$ 28,800	$ 880,886	$ 935,172
70	Watt - Baseline Tier 1B	$ -	$ -	$ -	$ -	$ -	$ 1,040,004
71	Santucci - Baseline SV Project	$ -	$ -	$ -	$ 69,120	$ 834,624	$ 2,847,024
72	Preserve Area Earthwork	$ -	$ -	$ -	$ 4,298,400	$ 4,298,400	$ 4,298,400
73	Wetland Mitigation	$ -	$ -	$ -	$ 2,944,283	$ 2,944,283	$ 3,035,383
74	Swainsons Hawk Mitigation	$ -	$ -	$ -	$ 2,706,981	$ 2,706,981	$ 2,830,281
75	Paseo - Additional Landscape Easement	$ -	$ -	$ -	$ 1,755,950	$ 1,755,950	$ 1,755,950
	Total :	***$ 12,045,938***	***$ 5,173,358***	***$ 20,183,983***	***$ 15,495,420***	***$ 108,287,855***	***$ 135,025,562***

Initial

Preliminary Quantity Estimate	**Paseo**
Sierra Vista Specific Plan: Paseo Improvements	**Additional Landscape Easement**
December 2010	
MacKay & Somps Civil Engineers, Inc.	

No.	Description		Qty.	Units		Total
Federico Drive						
1	CO-1		0.32	AC	$	64,586.65
2	CO-21		0.09	AC	$	18,165.00
3	CO-22		0.05	AC	$	10,091.66
4	FD-1		0.66	AC	$	133,209.96
5	FD-2		0.10	AC	$	20,183.33
6	FD-3		0.42	AC	$	84,769.98
7	FD-4		0.05	AC	$	10,091.66
8	FD-20		0.69	AC	$	139,264.96
9	FD-21		0.13	AC	$	26,238.33
10	FD-22		0.78	AC	$	157,429.96
11	FD-31		0.20	AC	$	40,366.66
		Subtotal:	**3.49**	**AC**	**$**	**704,398.15**
Market Street						
1	CG-1		0.07	AC	$	14,128.33
2	CG-20		0.05	AC	$	10,091.66
3	CG-70		0.54	AC	$	108,989.97
4	DF-1		0.69	AC	$	139,264.96
5	DF-2		0.25	AC	$	50,458.32
6	DF-20		0.34	AC	$	68,623.32
7	FD-4		0.72	AC	$	145,319.96
8	FD-5		0.10	AC	$	20,183.33
9	FD-6		0.05	AC	$	10,091.66
10	FD-24		0.75	AC	$	151,374.96
11	JM-20A		0.19	AC	$	38,348.32
		Subtotal:	**3.75**	**AC**	**$**	**756,874.80**
Upland Drive						
1	JM-1		0.30	AC	$	60,549.98
2	JM-2A		0.13	AC	$	26,238.33
3	JM-3A-1		0.05	AC	$	10,091.66
4	JM-3A-2		0.04	AC	$	8,073.33
5	JM-4-1		0.48	AC	$	96,879.97
6	JM-4-2		0.28	AC	$	56,513.32
7	JM-20B		0.13	AC	$	26,238.33
8	JM-21		0.05	AC	$	10,091.66
		Subtotal:	**1.46**	**AC**	**$**	**294,676.59**
		Estimate Total:	**8.70**	**AC**	**$**	**1,755,949.54**

[1] Based on the Unnaproved "Phased Large Lot Tentative Subdivision Map," dated 15 October 2010

Table C-1
Sierra Vista Specific Plan Fee Program
Estimated Bus Transfer Station and Park & Ride Costs

Item	Assumption	Bus Transfer Station	Park & Ride	Total
Parcel DF-40B Costs - 2017 $				
Estimated Total Cost - 2010 $		$416,393	$234,488	**$650,881**
Adjusted Cost (2017 $)	20.03%	$499,813	$281,465	**$781,279**
Less Land Acquisition Costs [1]				
Parcel Acreage		0.12	0.41	**0.53**
Land Acquisition Costs	$337,963	$40,894	$138,565	**$179,458**
Net Parcel DF-40B Costs		**$458,920**	**$142,901**	**$601,820**
Parcel KT-41B Costs - 2017 $				
Estimated Total Cost - 2010 $		$0	$234,488	**$234,488**
Adjusted Cost (2017 $)	20.03%	$0	$281,465	**$281,465**
Less Land Acquisition Costs [1]				
Parcel Acreage		0.00	0.41	**0.41**
Land Acquisition Costs	$337,963	$0	$138,565	**$138,565**
Net Parcel KT-41B Costs		**$0**	**$95,923**	**$95,923**
Total Facilities Cost - All Parcels (2017 $)		**$458,920**	**$238,824**	**$697,744**

"bus_cost"

Source: MacKay and Somps, SVSP Owners' Group, and City of Roseville (December 10, 2010)

[1] Land acquisition costs are included in the ROW & Public/Quasi-Public land equalization.

Appendix D:

SVSP Fee Program Public Land Requirement Allocation Tables

Table D-1
Sierra Vista Specific Plan Fee Program
Public Land Requirement Allocations [1]

CGB

Land Use	Units/ Bldg. Sq. Ft.	Cost Allocation Factors: Peak Hour Trip Factors	Total Peak Hour Trips	Percent Share	Allocated Costs: Allocated Cost	Per Unit or Sq. Ft.
Residential	*units*	*per unit*				*per unit*
Low Density	115	1.00	115.0	16.9%	$155,756	$1,354
Medium Density	44	1.00	44.0	6.5%	$59,593	$1,354
High Density	840	0.62	520.8	76.6%	$705,370	$840
Mixed Use	0	0.62	0.0	0.0%	$0	$0
Subtotal Residential	**999**		**679.8**	**100.0%**	**$920,719**	**n/a**
Nonresidential	*sq. ft.*	*trips/ksf/day*				*per sq. ft.*
Community Commercial	0	1.42	0.0	0.0%	$0	$0
Business Professional	0	1.54	0.0	0.0%	$0	$0
Mixed Use	0	1.42	0.0	0.0%	$0	$0
Subtotal Nonresidential	**0**		**0.0**	**0.0%**	**$0**	**n/a**
Total	**n/a**		**679.8**	**100.0%**	**$920,719**	**n/a**

"cgb_row"

Source: City of Roseville and SVSP Financing Plan

[1] Includes right-of-way, public/quasi-public, paseos, and bus transfer station and park and ride lots.

Table D-2
Sierra Vista Specific Plan Fee Program
Public Land Requirement Allocations [1]

Mourier Inv.

Land Use	Units/ Bldg. Sq. Ft.	Cost Allocation Factors: Peak Hour Trip Factors	Total Peak Hour Trips	Percent Share	Allocated Costs: Allocated Cost	Per Unit or Sq. Ft.
Residential	*units*	*per unit*				*per unit*
Low Density	838	1.00	838.0	45.0%	($262,301)	($313)
Medium Density	687	1.00	687.0	36.9%	($215,036)	($313)
High Density	159	0.62	98.6	5.3%	($30,856)	($194)
Mixed Use	40	0.62	24.8	1.3%	($7,763)	($194)
Subtotal Residential	**1,724**		**1,648.4**	**88.5%**	**($515,956)**	**n/a**
Nonresidential	*sq. ft.*	*trips/ksf/day*				*per sq. ft.*
Community Commercial	1,089	1.42	1.5	0.1%	($484)	($0.44)
Business Professional	101,767	1.54	156.7	8.4%	($49,055)	($0.48)
Mixed Use	39,770	1.42	56.5	3.0%	($17,677)	($0.44)
Subtotal Nonresidential	**142,626**		**214.7**	**11.5%**	**($67,216)**	**n/a**
Total	**n/a**		**1,863.1**	**100.0%**	**($583,171)**	**n/a**

"MI_row"

Source: City of Roseville and SVSP Financing Plan

[1] Includes right-of-way, public/quasi-public, paseos, and bus transfer station and park and ride lots.

Table D-3
Sierra Vista Specific Plan Fee Program
Public Land Requirement Allocations [1]

DF Properties

Land Use	Units/ Bldg. Sq. Ft.	Cost Allocation Factors: Peak Hour Trip Factors	Cost Allocation Factors: Total Peak Hour Trips	Cost Allocation Factors: Percent Share	Allocated Costs: Allocated Cost	Allocated Costs: Per Unit or Sq. Ft.
Residential	*units*	*per unit*				*per unit*
Low Density	115	1.00	115.0	7.7%	$248,672	$2,162
Medium Density	115	1.00	115.0	7.7%	$248,672	$2,162
High Density	0	0.62	0.0	0.0%	$0	$0
Mixed Use	0	0.62	0.0	0.0%	$0	$0
Subtotal Residential	**230**		**230.0**	**15.4%**	**$497,343**	**n/a**
Nonresidential	*sq. ft.*	*trips/ksf/day*				*per sq. ft.*
Community Commercial	888,286	1.42	1,261.4	84.6%	$2,727,530	$3.07
Business Professional	0	1.54	0.0	0.0%	$0	$0.00
Mixed Use	0	1.42	0.0	0.0%	$0	$0.00
Subtotal Nonresidential	**888,286**		**1,261.4**	**84.6%**	**$2,727,530**	**n/a**
Total	**n/a**		**1,491.4**	**100.0%**	**$3,224,874**	**n/a**

"DF_row"

Source: City of Roseville and SVSP Financing Plan

[1] Includes right-of-way, public/quasi-public, paseos, and bus transfer station and park and ride lots.

Table D-4
Sierra Vista Specific Plan Fee Program
Public Land Requirement Allocations [1]

Westpark Federico / Mourier Federico

Land Use	Units/ Bldg. Sq. Ft.	Cost Allocation Factors: Peak Hour Trip Factors	Total Peak Hour Trips	Percent Share	Allocated Costs: Allocated Cost	Per Unit or Sq. Ft.
Residential	*units*	*per unit*				*per unit*
Low Density	951	1.00	951.0	47.0%	($1,737,062)	($1,827)
Medium Density	641	1.00	641.0	31.7%	($1,170,827)	($1,827)
High Density	522	0.62	323.6	16.0%	($591,149)	($1,132)
Mixed Use	40	0.62	24.8	1.2%	($45,299)	($1,132)
Subtotal Residential	**2,154**		**1,940.4**	**95.9%**	**($3,544,337)**	**n/a**
Nonresidential	*sq. ft.*	*trips/ksf/day*				*per sq. ft.*
Community Commercial	19,711	1.42	28.0	1.4%	($51,125)	($2.59)
Business Professional	0	1.54	0.0	0.0%	$0	$0.00
Mixed Use	39,204	1.42	55.7	2.8%	($101,684)	($2.59)
Subtotal Nonresidential	**58,915**		**83.7**	**4.1%**	**($152,809)**	**n/a**
Total	**n/a**		**2,024.1**	**100.0%**	**($3,697,146)**	**n/a**

"WP_row"

Source: City of Roseville and SVSP Financing Plan

[1] Includes right-of-way, public/quasi-public, paseos, and bus transfer station and park and ride lots.

Table D-5
Sierra Vista Specific Plan Fee Program
Public Land Requirement Allocations [1]

Baseline
P & R

Land Use	**Units/ Bldg. Sq. Ft.**	**Cost Allocation Factors** Peak Hour Trip Factors	Total Peak Hour Trips	Percent Share	**Allocated Costs** Allocated Cost	Per Unit or Sq. Ft.
Residential	*units*	*per unit*				*per unit*
Low Density	649	1.00	649.0	24.4%	$253,980	$391
Medium Density	454	1.00	454.0	17.1%	$177,668	$391
High Density	171	0.62	106.0	4.0%	$41,490	$243
Mixed Use	163	0.62	101.1	3.8%	$39,549	$243
Subtotal Residential	**1,437**		**1,310.1**	**49.3%**	**$512,687**	**n/a**
Nonresidential	*sq. ft.*	*trips/ksf/day*				*per sq. ft.*
Community Commercial	692,495	1.42	983.3	37.0%	$384,821	$0.56
Business Professional	132,858	1.54	204.6	7.7%	$80,069	$0.60
Mixed Use	110,534	1.42	157.0	5.9%	$61,424	$0.56
Subtotal Nonresidential	**935,887**		**1,344.9**	**50.7%**	**$526,314**	**n/a**
Total	**n/a**		**2,655.0**	**100.0%**	**$1,039,001**	**n/a**

"baseline_row"

Source: City of Roseville and SVSP Financing Plan

[1] Includes right-of-way, public/quasi-public, paseos, and bus transfer station and park and ride lots.

Table D-6
Sierra Vista Specific Plan Fee Program
Public Land Requirement Allocations [1]

Baybrook LP

Land Use	Units/ Bldg. Sq. Ft.	Cost Allocation Factors: Peak Hour Trip Factors	Cost Allocation Factors: Total Peak Hour Trips	Cost Allocation Factors: Percent Share	Allocated Costs: Allocated Cost	Allocated Costs: Per Unit or Sq. Ft.
Residential	*units*	*per unit*				*per unit*
Low Density	60	1.00	60.0	45.0%	($254,780)	($4,246)
Medium Density	0	1.00	0.0	0.0%	$0	$0
High Density	0	0.62	0.0	0.0%	$0	$0
Mixed Use	46	0.62	28.5	21.4%	($121,105)	($2,633)
Subtotal Residential	**106**		**88.5**	**66.4%**	**($375,885)**	**n/a**
Nonresidential	*sq. ft.*	*trips/ksf/day*				*per sq. ft.*
Community Commercial	0	1.42	0.0	0.0%	$0	$0.00
Business Professional	0	1.54	0.0	0.0%	$0	$0.00
Mixed Use	31,581	1.42	44.8	33.6%	($190,427)	($6.03)
Subtotal Nonresidential	**31,581**		**44.8**	**33.6%**	**($190,427)**	**n/a**
Total	**n/a**		**133.4**	**100.0%**	**($566,312)**	**n/a**

"baybrook_row"

Source: City of Roseville and SVSP Financing Plan

[1] Includes right-of-way, public/quasi-public, paseos, and bus transfer station and park and ride lots.

APPENDIX E:

SVSP Fee Program Open Space Cost Allocation Tables

Table E-1
Sierra Vista Specific Plan Fee Program
Open Space Requirement Allocations

CGB

Land Use	Units/ Bldg. Sq. Ft.	Cost Allocation Factors: PPH Sq. Ft./Empl.	Cost Allocation Factors: Total EDUs	Cost Allocation Factors: Percent Share	Allocated Costs: Allocated Cost	Allocated Costs: Per Unit or Sq. Ft.
		[1]			*[2]*	
Residential	*units*	*PPH*				*per unit*
Low Density	115	2.54	292.1	15.4%	$161,325	$1,403
Medium Density	44	2.17	95.5	5.0%	$52,733	$1,198
High Density	840	1.80	1,512.0	79.6%	$835,066	$994
Mixed Use	0	1.80	0.0	0.0%	$0	$0
Subtotal Residential	**999**		**1,899.6**	**100.0%**	**$1,049,124**	**n/a**
Nonresidential	*sq. ft.*	*sq. ft./empl.*				*per sq. ft.*
Community Commercial	0	592	0.0	0.0%	$0	$0.00
Business Professional	0	592	0.0	0.0%	$0	$0.00
Mixed Use	0	592	0.0	0.0%	$0	$0.00
Subtotal Nonresidential	**0**		**0.0**	**0.0%**	**$0**	**n/a**
Total	**n/a**		**1,899.6**	**100.0%**	**$1,049,124**	**n/a**

"cgb_os"

Source: City of Roseville and SVSP Financing Plan

[1] Allocation factors from City of Roseville SVSP Financing Plan
[2] Total cost shown in Table 23.

Table E-2
Sierra Vista Specific Plan Fee Program
Open Space Requirement Allocations

Mourier Inv.

Land Use	Units/ Bldg. Sq. Ft.	Cost Allocation Factors: PPH Sq. Ft./Empl.	Cost Allocation Factors: Total EDUs	Cost Allocation Factors: Percent Share	Allocated Costs: Allocated Cost	Allocated Costs: Per Unit or Sq. Ft.
		[1]				
Residential	units	PPH				per unit
Low Density	838	2.54	2,128.5	50.5%	($649,397)	($775)
Medium Density	687	2.17	1,490.8	35.3%	($454,830)	($662)
High Density	159	1.80	286.2	6.8%	($87,318)	($549)
Mixed Use	40	1.80	72.0	1.7%	($21,967)	($549)
Subtotal Residential	**1,724**		**3,977.5**	**94.3%**	**($1,213,511)**	**n/a**
Nonresidential	sq. ft.	sq. ft./empl.				per sq. ft.
Community Commercial	1,089	592	1.8	0.0%	($561)	($0.52)
Business Professional	101,767	592	171.9	4.1%	($52,447)	($0.52)
Mixed Use	39,770	592	67.2	1.6%	($20,496)	($0.52)
Subtotal Nonresidential	**142,626**		**240.9**	**5.7%**	**($73,504)**	**n/a**
Total	**n/a**		**4,218.4**	**100.0%**	**($1,287,015)**	**n/a**

"MI_os"

Source: City of Roseville and SVSP Financing Plan

[1] Allocation factors from City of Roseville SVSP Financing Plan.

Table E-3
Sierra Vista Specific Plan Fee Program
Open Space Requirement Allocations

DF Properties

Land Use	Units/ Bldg. Sq. Ft.	Cost Allocation Factors: PPH Sq. Ft./Empl.	Cost Allocation Factors: Total EDUs	Cost Allocation Factors: Percent Share	Allocated Costs: Allocated Cost	Allocated Costs: Per Unit or Sq. Ft.
		[1]				
Residential	*units*	*Persons/unit*				*per unit*
Low Density	115	2.54	292.1	14.3%	$45,533	$396
Medium Density	115	2.17	249.6	12.2%	$38,900	$338
High Density	0	1.80	0.0	0.0%	$0	$0
Mixed Use	0	1.80	0.0	0.0%	$0	$0
Subtotal Residential	**230**		**541.7**	**26.5%**	**$84,432**	**n/a**
Nonresidential	*sq. ft.*	*sq. ft./empl.*				*per sq. ft.*
Community Commercial	888,286	592	1,500.5	73.5%	$233,895	$0.26
Business Professional	0	592	0.0	0.0%	$0	$0.00
Mixed Use	0	592	0.0	0.0%	$0	$0.00
Subtotal Nonresidential	**888,286**		**1,500.5**	**73.5%**	**$233,895**	**n/a**
Total	**n/a**		**2,042.1**	**100.0%**	**$318,328**	**n/a**

"DF_os"

Source: City of Roseville and SVSP Financing Plan

[1] Allocation factors from City of Roseville SVSP Financing Plan.

Table E-4
Sierra Vista Specific Plan Fee Program
Open Space Requirement Allocations

Westpark Federico / Mourier Federico

Land Use	Units/ Bldg. Sq. Ft.	Cost Allocation Factors: PPH Sq. Ft./Empl. [1]	Cost Allocation Factors: Total EDUs	Cost Allocation Factors: Percent Share	Allocated Costs: Allocated Cost	Allocated Costs: Per Unit or Sq. Ft.
Residential	*units*	*PPH*				*per unit*
Low Density	951	2.54	2,415.5	49.1%	($1,465,445)	($1,541)
Medium Density	641	2.17	1,391.0	28.3%	($843,865)	($1,316)
High Density	522	1.80	939.6	19.1%	($570,031)	($1,092)
Mixed Use	40	1.80	72.0	1.5%	($43,681)	($1,092)
Subtotal Residential	**2,154**		**4,818.1**	**98.0%**	**($2,923,021)**	**n/a**
Nonresidential	*sq. ft.*	*sq. ft./empl.*				*per sq. ft.*
Community Commercial	19,711	592	33.3	0.7%	($20,200)	($1.02)
Business Professional	0	592	0.0	0.0%	$0	$0.00
Mixed Use	39,204	592	66.2	1.3%	($40,176)	($1.02)
Subtotal Nonresidential	**58,915**		**99.5**	**2.0%**	**($60,375)**	**n/a**
Total	**n/a**		**4,917.6**	**100.0%**	**($2,983,396)**	**n/a**

"WP_os"

Source: City of Roseville and SVSP Financing Plan

[1] Allocation factors from City of Roseville SVSP Financing Plan.

Table E-5
Sierra Vista Specific Plan Fee Program
Open Space Requirement Allocations

Baseline
P & R

Land Use	Units/ Bldg. Sq. Ft.	Cost Allocation Factors: PPH Sq. Ft./Empl. [1]	Cost Allocation Factors: Total EDUs	Cost Allocation Factors: Percent Share	Allocated Costs: Allocated Cost	Allocated Costs: Per Unit or Sq. Ft.
Residential	*units*	*PPH*				*per unit*
Low Density	649	2.54	1,648.5	34.2%	$1,296,023	$1,997
Medium Density	454	2.17	985.2	20.5%	$774,550	$1,706
High Density	171	1.80	307.8	6.4%	$241,993	$1,415
Mixed Use	163	1.80	293.4	6.1%	$230,672	$1,415
Subtotal Residential	**1,437**		**3,234.8**	**67.2%**	**$2,543,238**	**n/a**
Nonresidential	*sq. ft.*	*sq. ft./empl.*				*per sq. ft.*
Community Commercial	692,495	592	1,169.8	24.3%	$919,664	$1.33
Business Professional	132,858	592	224.4	4.7%	$176,441	$1.33
Mixed Use	110,534	592	186.7	3.9%	$146,794	$1.33
Subtotal Nonresidential	**935,887**		**1,580.9**	**32.8%**	**$1,242,899**	**n/a**
Total	**n/a**		**4,815.7**	**100.0%**	**$3,786,137**	**n/a**

"baseline_os"

Source: City of Roseville and SVSP Financing Plan

[1] Allocation factors from City of Roseville SVSP Financing Plan.

Table E-6
Sierra Vista Specific Plan Fee Program
Open Space Requirement Allocations

Baybrook LP

Land Use	Units/ Bldg. Sq. Ft.	Cost Allocation Factors: PPH Sq. Ft./Empl.	Cost Allocation Factors: Total EDUs	Cost Allocation Factors: Percent Share	Allocated Costs: Allocated Cost	Allocated Costs: Per Unit or Sq. Ft.
		[1]				
Residential	*units*	*PPH*				*per unit*
Low Density	60	2.54	152.4	52.8%	($455,753)	($7,596)
Medium Density	0	2.17	0.0	0.0%	$0	$0
High Density	0	1.80	0.0	0.0%	$0	$0
Mixed Use	46	1.80	82.8	28.7%	($247,614)	($5,383)
Subtotal Residential	**106**		**235.2**	**81.5%**	**($703,367)**	**n/a**
Nonresidential	*sq. ft.*	*sq. ft./empl.*				*per sq. ft.*
Community Commercial	0	592	0.0	0.0%	$0	$0.00
Business Professional	0	592	0.0	0.0%	$0	$0.00
Mixed Use	31,581	592	53.3	18.5%	($159,532)	($5.05)
Subtotal Nonresidential	**31,581**		**53.3**	**18.5%**	**($159,532)**	**n/a**
Total	**n/a**		**288.5**	**100.0%**	**($862,900)**	**n/a**

"baybrook_os"

Source: City of Roseville and SVSP Financing Plan

[1] Allocation factors from City of Roseville SVSP Financing Plan.

APPENDIX F:

SVSP Fee Program Fee Credit Tracking

Table F-1
Sierra Vista Specific Plan Fee Program
Cyril G. Barbaccia Irrev. Trust

Land Use		**Residential** LDR	MDR	HDR	MU [1]	**Nonresidential** CC [1]	BP [1]	MU [1]	**I. City Park Land Component** Total A	Paid B	**II. Infrastructure Component** Adjusted Infrastructure Fee C	**Credit Agreements** No. 1 D1	No. 2 D2	No. 3 D3	Net Infra. Fee After Credits [2] E = C - ΣDx	Paid F	**III. Administration Component** Total G	Paid H	**TOTAL NET FEE OBLIGATION** I = A + E + G	**TOTAL NET FEE PAID** J = B + F + H
Net Fee Rates [3]		*per unit*	*per unit*	*per unit*	*per unit*	*per sq. ft.*	*per sq. ft.*	*per sq. ft.*												
City Park Land Fee		$2,329	$1,990	$1,650	$1,650	$0.00	$0.00	$0.00												
Net Infrastructure Fee		$20,058	$18,472	$11,780	$10,321	$19.39	$20.52	$19.39												
Administration Fee (Gross) @ 2%		$346	$318	$199	$206	$0.39	$0.41	$0.39												
Total SVSP Fee		**$22,733**	**$20,780**	**$13,629**	**$12,177**	**$19.78**	**$20.93**	**$19.78**												
		units	*units*	*units*	*units*	*sq. ft.*	*sq. ft.*	*sq. ft.*												
CG-1	Developable	115	-	-	-	-	-	-	$267,835		$2,306,670				$2,306,670		$39,790		$2,614,295	$0
CG-1	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
CG-20	Developable	-	44	-	-	-	-	-	$87,560		$812,768				$812,768		$13,992		$914,320	$0
CG-20	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
CG-30	Developable	-	-	420	-	-	-	-	$693,000		$4,947,600				$4,947,600		$83,580		$5,724,180	$0
CG-31	Developable	-	-	420	-	-	-	-	$693,000		$4,947,600				$4,947,600		$83,580		$5,724,180	$0
CG-50	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
CG-70	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
CG-80	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
CG-81	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
CG-82	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
CG-100	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
Subtotal		**115**	**44**	**840**	**0**	**0**	**0**	**0**												
		999				**0**														
TOTAL NET OBLIGATION									**$1,741,395**	**$0**	**$13,014,638**	**$0**	**$0**	**$0**	**$13,014,638**	**$0**	**$220,942**	**$0**	**$14,976,975**	**$0**

"summ_CGB"

[1] Equals unadjusted gross infrastructure fee amount because this ownership entity does not currently have any of this type of land use within its area. Amounts would be adjusted if necessary because of land use changes.
[2] Infrastructure Fee net of credits for constructed facilities. All credits will be controlled by credit and reimbursement agreements.
[3] Residential fees rounded to nearest dollar; nonresidential fees rounded to nearest cent.

Table F-2
Sierra Vista Specific Plan Fee Program
Mourier Investments, LLC.

Land Use		Residential LDR	Residential MDR	Residential HDR	Residential MU	Nonresidential CC	Nonresidential BP	Nonresidential MU	I. City Park Land Component Total A	I. City Park Land Component Paid B	II. Infrastructure Component Adjusted Infrastructure Fee C	Credit Agreements No. 1 D1	Credit Agreements No. 2 D2	Credit Agreements No. 3 D3	Net Infra. Fee After Credits [2] E = C - ΣDx	Paid F	III. Administration Component Total G	Paid H	TOTAL NET FEE OBLIGATION I = A + E + G	TOTAL NET FEE PAID J = B + F + H
Net Fee Rates [3]		per unit	per unit	per unit	per unit	per sq. ft.	per sq. ft.	per sq. ft.												
City Park Land Fee		$2,329	$1,990	$1,650	$1,650	$0.00	$0.00	$0.00												
Infrastructure Fee		$16,213	$14,945	$9,203	$9,578	$18.43	$19.52	$18.43												
Administration Fee (Gross) @ 2%		$346	$318	$199	$206	$0.39	$0.41	$0.39												
Total SVSP Fee		**$18,888**	**$17,253**	**$11,052**	**$11,434**	**$18.82**	**$19.93**	**$18.82**												
		units	units	units	units	sq. ft.	sq. ft.	sq. ft.												
CO-1	Developable	86.0	-	-	-	-	-	-	$200,294		$1,394,318				$1,394,318		$29,756		$1,624,368	$0
CO-2A	Developable	71.0	-	-	-	-	-	-	$165,359		$1,151,123				$1,151,123		$24,566		$1,341,048	$0
CO-2B	Developable	73.0	-	-	-	-	-	-	$170,017		$1,183,549				$1,183,549		$25,258		$1,378,824	$0
CO-3	Developable	78.0	-	-	-	-	-	-	$181,662		$1,264,614				$1,264,614		$26,988		$1,473,264	$0
CO-20	Developable	-	84.0	-	-	-	-	-	$167,160		$1,255,380				$1,255,380		$26,712		$1,449,252	$0
CO-21	Developable	-	70.0	-	-	-	-	-	$139,300		$1,046,150				$1,046,150		$22,260		$1,207,710	$0
CO-22	Developable	-	43.0	-	-	-	-	-	$85,570		$642,635				$642,635		$13,674		$741,879	$0
CO-22	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
CO-40	Developable	-	-	-	-	1,089.0	-	-	$0		$20,070				$20,070		$425		$20,495	$0
CO-50	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
CO-70	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
CO-71	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
CO-80A	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
CO-80B	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
CO-81A	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
CO-81B	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
CO-100	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
JM-1	Developable	84.0	-	-	-	-	-	-	$195,636		$1,361,892				$1,361,892		$29,064		$1,586,592	$0
JM-2	Developable	187.0	-	-	-	-	-	-	$435,523		$3,031,831				$3,031,831		$64,702		$3,532,056	$0
JM-2	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
JM-3	Developable	127.0	-	-	-	-	-	-	$295,783		$2,059,051				$2,059,051		$43,942		$2,398,776	$0
JM-3	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
JM-4	Developable	132.0	-	-	-	-	-	-	$307,428		$2,140,116				$2,140,116		$45,672		$2,493,216	$0
JM-20	Developable	-	319.0	-	-	-	-	-	$634,810		$4,767,455				$4,767,455		$101,442		$5,503,707	$0
JM-21	Developable	-	171.0	-	-	-	-	-	$340,290		$2,555,595				$2,555,595		$54,378		$2,950,263	$0
JM-21	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
JM-30	Developable	-	-	159.0	-	-	-	-	$262,350		$1,463,277				$1,463,277		$31,641		$1,757,268	$0
JM-40	Developable	-	-	-	40.0	-	-	39,770.0	$66,000		$1,116,081				$1,116,081		$23,750		$1,205,831	$0
JM-41A	Developable	-	-	-	-	-	101,767.0	-	$0		$1,986,492				$1,986,492		$41,724		$2,028,216	$0
JM-41B	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
JM-50A	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
JM-50B	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
JM-51	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
JM-52	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
JM-60	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
JM-61	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
JM-70	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
JM-71	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
JM-72	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
JM-73A	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
JM-73B	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
JM-80	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
JM-81	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
JM-82	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
JM-83	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
JM-84	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
JM-85	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
ROW	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
Subtotal		**838**	**687**	**159**	**40**	**1,089**	**101,767**	**39,770**												
		1,724				**142,626**														
TOTAL NET OBLIGATION									**$3,647,182**	**$0**	**$28,439,629**	**$0**	**$0**	**$0**	**$28,439,629**	**$0**	**$605,954**	**$0**	**$32,692,766**	**$0**

"summ_MI"

[1] Equals unadjusted gross infrastructure fee amount because this ownership entity does not currently have any of this type of land use within its area. Amounts would be adjusted if necessary because of land use changes.
[2] Infrastructure Fee net of credits for constructed facilities. All credits will be controlled by credit and reimbursement agreements.
[3] Residential fees rounded to nearest dollar; nonresidential fees rounded to nearest cent.

Table F-3
Sierra Vista Specific Plan Fee Program
DF Properties

Land Use		Residential				Nonresidential			I. City Park Land Component		Adjusted	II. Infrastructure Component Credit Agreements			Net Infra. Fee		III. Administration Component		TOTAL NET FEE OBLIGATION	TOTAL NET FEE PAID
		LDR	MDR	HDR [1]	MU [1]	CC	BP [1]	MU [1]	Total	Paid	Infrastructure Fee	No. 1	No. 2	No. 3	After Credits [2]	Paid	Total	Paid		
									A	*B*	*C*	*D1*	*D2*	*D3*	*E = C - ΣDx*	*F*	*G*	*H*	*I = A + E + G*	*J = B + F + H*
Net Fee Rates [3]		*per unit*	*per unit*	*per unit*	*per unit*	*per sq. ft.*	*per sq. ft.*	*per sq. ft.*												
City Park Land Fee		$2,329	$1,990	$1,650	$1,650	$0.00	$0.00	$0.00												
Infrastructure Fee		$19,859	$18,420	$9,946	$10,321	$22.72	$20.52	$19.39												
Administration Fee (Gross) @ 2%		$346	$318	$199	$206	$0.39	$0.41	$0.39												
Total SVSP Fee		**$22,534**	**$20,728**	**$11,795**	**$12,177**	**$23.11**	**$20.93**	**$19.78**												
		units	*units*	*units*	*units*	*sq. ft.*	*sq. ft.*	*sq. ft.*												
DF-1	Developable	100	-	-	-	-	-	-	$232,900		$1,985,900				$1,985,900		$34,600		$2,253,400	$0
DF-2	Developable	15	-	-	-	-	-	-	$34,935		$297,885				$297,885		$5,190		$338,010	$0
DF-20	Developable	-	115	-	-	-	-	-	$228,850		$2,118,300				$2,118,300		$36,570		$2,383,720	$0
DF-40A	Developable	-	-	-	-	131,431	-	-	$0		$2,986,112				$2,986,112		$51,258		$3,037,370	$0
DF-40B	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
DF-41	Developable	-	-	-	-	319,077	-	-	$0		$7,249,429				$7,249,429		$124,440		$7,373,869	$0
DF-42	Developable	-	-	-	-	437,778	-	-	$0		$9,946,316				$9,946,316		$170,733		$10,117,050	$0
DF-50	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
DF-70	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
DF-71	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
DF-72	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
DF-80	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
DF-81	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
DF-100	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
Subtotal		**115**	**115**	**0**	**0**	**888,286**	**0**	**0**												
		230				**888,286**														
TOTAL NET OBLIGATION									**$496,685**	**$0**	**$24,583,943**	**$0**	**$0**	**$0**	**$24,583,943**	**$0**	**$422,792**	**$0**	**$25,503,419**	**$0**

"summ_DF"

[1] Equals unadjusted gross infrastructure fee amount because this ownership entity does not currently have any of this type of land use within its area. Amounts would be adjusted if necessary because of land use changes.
[2] Infrastructure Fee net of credits for constructed facilities. All credits will be controlled by credit and reimbursement agreements.
[3] Residential fees rounded to nearest dollar; nonresidential fees rounded to nearest cent.

Table F-4
Sierra Vista Specific Plan Fee Program
Westpark Federico / Mourier Federico

Land Use		Residential LDR	MDR	HDR	MU	Nonresidential CC	BP [1]	MU	I. City Park Land Component Total A	Paid B	II. Infrastructure Component Adjusted Infrastructure Fee C	Credit Agreements No. 1 D1	No. 2 D2	No. 3 D3	Net Infra. Fee After Credits [2] E = C - ΣDx	Paid F	III. Administration Component Total G	Paid H	TOTAL NET FEE OBLIGATION I = A + E + G	TOTAL NET FEE PAID J = B + F + H
Net Fee Rates [3]		*per unit*	*per unit*	*per unit*	*per unit*	*per sq. ft.*	*per sq. ft.*	*per sq. ft.*												
City Park Land Fee		$2,329	$1,990	$1,650	$1,650	$0.00	$0.00	$0.00												
Infrastructure Fee		$13,933	$12,777	$7,722	$8,097	$15.78	$20.52	$15.78												
Administration Fee (Gross) @ 2%		$346	$318	$199	$206	$0.39	$0.41	$0.39												
Total SVSP Fee		**$16,608**	**$15,085**	**$9,571**	**$9,953**	**$16.17**	**$20.93**	**$16.17**												
		units	*units*	*units*	*units*	*sq. ft.*	*sq. ft.*	*sq. ft.*												
FD-1	Developable	91	0	0	0	0	0	0	$211,939		$1,267,903				$1,267,903		$31,486		$1,511,328	$0
FD-2	Developable	81	-	-	-	-	-	-	$188,649		$1,128,573				$1,128,573		$28,026		$1,345,248	$0
FD-2	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-3	Developable	46	-	-	-	-	-	-	$107,134		$640,918				$640,918		$15,916		$763,968	$0
FD-4	Developable	33	-	-	-	-	-	-	$76,857		$459,789				$459,789		$11,418		$548,064	$0
FD-4	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-5	Developable	87	-	-	-	-	-	-	$202,623		$1,212,171				$1,212,171		$30,102		$1,444,896	$0
FD-6	Developable	69	-	-	-	-	-	-	$160,701		$961,377				$961,377		$23,874		$1,145,952	$0
FD-6	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-7	Developable	42	-	-	-	-	-	-	$97,818		$585,186				$585,186		$14,532		$697,536	$0
FD-8A	Developable	78	-	-	-	-	-	-	$181,662		$1,086,774				$1,086,774		$26,988		$1,295,424	$0
FD-8B	Developable	86	-	-	-	-	-	-	$200,294		$1,198,238				$1,198,238		$29,756		$1,428,288	$0
FD-9	Developable	109	-	-	-	-	-	-	$253,861		$1,518,697				$1,518,697		$37,714		$1,810,272	$0
FD-10	Developable	93	-	-	-	-	-	-	$216,597		$1,295,769				$1,295,769		$32,178		$1,544,544	$0
FD-20A	Developable	-	110	-	-	-	-	-	$218,900		$1,405,470				$1,405,470		$34,980		$1,659,350	$0
FD-20B	Developable	-	88	-	-	-	-	-	$175,120		$1,124,376				$1,124,376		$27,984		$1,327,480	$0
FD-21	Developable	-	204	-	-	-	-	-	$405,960		$2,606,508				$2,606,508		$64,872		$3,077,340	$0
FD-21	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-22A	Developable	76	-	-	-	-	-	-	$177,004		$1,058,908				$1,058,908		$26,296		$1,262,208	$0
FD-22B	Developable	60	-	-	-	-	-	-	$139,740		$835,980				$835,980		$20,760		$996,480	$0
FD-23	Developable	-	143	-	-	-	-	-	$284,570		$1,827,111				$1,827,111		$45,474		$2,157,155	$0
FD-24	Developable	-	96	-	-	-	-	-	$191,040		$1,226,592				$1,226,592		$30,528		$1,448,160	$0
FD-32	Developable	-	-	178	-	-	-	-	$293,700		$1,374,516				$1,374,516		$35,422		$1,703,638	$0
FD-33	Developable	-	-	172	-	-	-	-	$283,800		$1,328,184				$1,328,184		$34,228		$1,646,212	$0
FD-34	Developable	-	-	172	-	-	-	-	$283,800		$1,328,184				$1,328,184		$34,228		$1,646,212	$0
FD-40A	Developable	-	-	-	-	19,711	-	-	$0		$311,040				$311,040		$7,687		$318,727	$0
FD-40B	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-41	Developable	-	-	-	40	-	-	39,204	$66,000		$942,519				$942,519		$23,530		$1,032,049	$0
FD-41	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-50	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-51	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-52	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-53	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-61	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-62	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-63	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-64	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-65	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-70	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-71A	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-71B	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-72A	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-72B	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-73A	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-73B	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-74	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-75	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-76	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-77	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-80	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-81	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-82A	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-82B	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-83	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-84A	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-84B	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-85	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-86	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-87A	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-87B	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
FD-88A	Non-Developable	-	-	-	-	-	-	-												
FD-88B	Non-Developable	-	-	-	-	-	-	-												
FD-100	Non-Developable	-	-	-	-	-	-	-												
Subtotal		**951**	**641**	**522**	**40**	**19,711**	**0**	**39,204**												
		2,154				**58,915**														
TOTAL NET OBLIGATION									**$4,417,769**	**$0**	**$26,724,783**	**$0**	**$0**	**$0**	**$26,724,783**	**$0**	**$667,979**	**$0**	**$31,810,531**	**$0**

"summ_FED"

[1] Equals unadjusted gross infrastructure fee amount because this ownership entity does not currently have any of this type of land use within its area. Amounts would be adjusted if necessary because of land use changes.
[2] Infrastructure Fee net of credits for constructed facilities. All credits will be controlled by credit and reimbursement agreements.
[3] Residential fees rounded to nearest dollar; nonresidential fees rounded to nearest cent.

Table F-5
Sierra Vista Specific Plan Fee Program
Baseline P & R LLC

Land Use		Residential LDR	Residential MDR	Residential HDR	Residential MU	Nonresidential CC	Nonresidential BP	Nonresidential MU	I. City Park Land Component Total A	I. City Park Land Component Paid B	II. Infrastructure Component Adjusted Infrastructure Fee C	Credit Agreements No. 1 D1	Credit Agreements No. 2 D2	Credit Agreements No. 3 D3	Net Infra. Fee After Credits [1] E = C - ΣDx	Paid F	III. Administration Component Total G	III. Administration Component Paid H	TOTAL NET FEE OBLIGATION I = A + E + G	TOTAL NET FEE PAID J = B + F + H
Net Fee Rates [2]		*per unit*	*per unit*	*per unit*	*per unit*	*per sq. ft.*	*per sq. ft.*	*per sq. ft.*												
City Park Land Fee		$2,329	$1,990	$1,650	$1,650	$0.00	$0.00	$0.00												
Infrastructure Fee		$19,689	$18,017	$11,604	$11,979	$21.28	$22.45	$21.28												
Administration Fee (Gross) @ 2%		$346	$318	$199	$206	$0.39	$0.41	$0.39												
Total SVSP Fee		**$22,364**	**$20,325**	**$13,453**	**$13,835**	**$21.67**	**$22.86**	**$21.67**												
		units	*units*	*units*	*units*	*sq. ft.*	*sq. ft.*	*sq. ft.*												
KT-1B	Developable	95	-	-	-	-	-	-	$221,255		$1,870,455				$1,870,455		$32,870		$2,124,580	$0
KT-2	Developable	125	-	-	-	-	-	-	$291,125		$2,461,125				$2,461,125		$43,250		$2,795,500	$0
KT-3A	Developable	109	-	-	-	-	-	-	$253,861		$2,146,101				$2,146,101		$37,714		$2,437,676	$0
KT-3B	Developable	97	-	-	-	-	-	-	$225,913		$1,909,833				$1,909,833		$33,562		$2,169,308	$0
KT-4	Developable	84	-	-	-	-	-	-	$195,636		$1,653,876				$1,653,876		$29,064		$1,878,576	$0
KT-5	Developable	139	-	-	-	-	-	-	$323,731		$2,736,771				$2,736,771		$48,094		$3,108,596	$0
KT-20	Developable	-	167	-	-	-	-	-	$332,330		$3,008,839				$3,008,839		$53,106		$3,394,275	$0
KT-21A	Developable	-	135	-	-	-	-	-	$268,650		$2,432,295				$2,432,295		$42,930		$2,743,875	$0
KT-21B	Developable	-	152	-	-	-	-	-	$302,480		$2,738,584				$2,738,584		$48,336		$3,089,400	$0
KT-30	Developable	-	-	171	-	-	-	-	$282,150		$1,984,284				$1,984,284		$34,029		$2,300,463	$0
KT-40B	Developable	-	-	-	163	-	-	110,534	$268,950		$4,304,741				$4,304,741		$76,686		$4,650,377	$0
KT-41A	Developable	-	-	-	-	596,663	-	-	$0		$12,696,989				$12,696,989		$232,699		$12,929,687	$0
KT-41B	Developable	-	-	-	-	0	-	-	$0		$0				$0		$0		$0	$0
KT-41B	Non-Developable	0	0	0	0	0	0	0	$0		$0				$0		$0		$0	$0
KT-42	Developable	-	-	-	-	95,832	-	-	$0		$2,039,305				$2,039,305		$37,374		$2,076,679	$0
KT-43	Developable	-	-	-	-	-	132,858	-	$0		$2,982,662				$2,982,662		$54,472		$3,037,134	$0
KT-51	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
KT-52	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
KT-61	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
KT-80B	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
KT-81	Non-Developable	-	-	-	-	-	-	-	$0		$0				$0		$0		$0	$0
KT-100A	Non-Developable	-	-	-	-	-	-	-												
Subtotal		**649**	**454**	**171**	**163**	**692,495**	**132,858**	**110,534**												
		1,437				**935,887**														
TOTAL NET OBLIGATION									**$2,966,081**	**$0**	**$44,965,859**	**$0**	**$0**	**$0**	**$44,965,859**	**$0**	**$804,186**	**$0**	**$48,736,126**	**$0**

"summ_BASE"

[1] Infrastructure Fee net of credits for constructed facilities. All credits will be controlled by credit and reimbursement agreements.
[2] Residential fees rounded to nearest dollar; nonresidential fees rounded to nearest cent.

Table F-6
Sierra Vista Specific Plan Fee Program
Baybrook LP

Land Use		Residential LDR	Residential MDR [1]	Residential HDR [1]	Residential MU	Nonresidential CC [1]	Nonresidential BP [1]	Nonresidential MU
Net Fee Rates [3]		*per unit*	*per unit*	*per unit*	*per unit*	*per sq. ft.*	*per sq. ft.*	*per sq. ft.*
City Park Land Fee		$2,329	$1,990	$1,650	$1,650	$0.00	$0.00	$0.00
Infrastructure Fee		$5,459	$15,920	$9,946	$2,305	$19.39	$20.52	$8.31
Administration Fee (Gross) @ 2%		$346	$318	$199	$206	$0.39	$0.41	$0.39
Total SVSP Fee		**$8,134**	**$18,228**	**$11,795**	**$4,161**	**$19.78**	**$20.93**	**$8.70**
		units	*units*	*units*	*units*	*sq. ft.*	*sq. ft.*	*sq. ft.*
KT-1A	Developable	60	-	-	-	-	-	-
KT-40A	Developable	-	-	-	46	-	-	31,581
KT-50	Non-Developable	-	-	-	-	-	-	-
KT-60A	Non-Developable	-	-	-	-	-	-	-
KT-80A-1	Non-Developable	-	-	-	-	-	-	-
KT-82	Non-Developable	0	0	0	0	0	0	0
Subtotal		**60**	**0**	**0**	**46**	**0**	**0**	**31,581**
		106				**31,581**		
TOTAL NET OBLIGATION								

Land Use		I. City Park Land Component: Total *A*	I. City Park Land Component: Paid *B*	II. Infrastructure Component: Adjusted Infrastructure Fee *C*	Credit Agreements No. 1 *D1*	Credit Agreements No. 2 *D2*	Credit Agreements No. 3 *D3*	Net Infra. Fee After Credits [2] *E = C - ΣDx*	Paid *F*	III. Administration Component: Total *G*	III. Administration Component: Paid *H*	TOTAL NET FEE OBLIGATION *I = A + E + G*	TOTAL NET FEE PAID *J = B + F + H*
KT-1A	Developable	$139,740		$327,540				$327,540		$20,760		$488,040	$0
KT-40A	Developable	$75,900		$368,468				$368,468		$21,793		$466,161	$0
KT-50	Non-Developable	$0		$0				$0		$0		$0	$0
KT-60A	Non-Developable	$0		$0				$0		$0		$0	$0
KT-80A-1	Non-Developable	$0		$0				$0		$0		$0	$0
KT-82	Non-Developable	$0		$0				$0		$0		$0	$0
TOTAL NET OBLIGATION		**$215,640**	**$0**	**$696,008**	**$0**	**$0**	**$0**	**$696,008**	**$0**	**$42,553**	**$0**	**$954,201**	**$0**

"summ_BAY"

[1] Equals unadjusted gross infrastructure fee amount because this ownership entity does not currently have any of this type of land use within its area. Amounts would be adjusted if necessary because of land use changes.
[2] Infrastructure Fee net of credits for constructed facilities. All credits will be controlled by credit and reimbursement agreements.
[3] Residential fees rounded to nearest dollar; nonresidential fees rounded to nearest cent.

APPENDIX G:

Development Agreement Exhibit JJ

EXHIBIT JJ

SIERRA VISTA SPECIFIC PLAN FEE PROGRAM
DRAFT POLICIES & PROCEDURES OUTLINE

The provisions for development and implementation of the Owner-sponsored Sierra Vista Specific Plan Fee Program are set forth in this Exhibit. Although ultimately implemented and enforced by the City, this Fee Program is intended to be independent of and in addition to all other City and County fees required to be paid in connection with development of the area affected by the Sierra Vista Specific Plan ("**Plan Area**"), including without limitation, other fees collected by the City or County (such as the City's TMF Fee), and shall affect only those properties lying within the Plan Area.

References to an **"Original Owner"** herein shall refer to each of those entities identified as "Landowner" in the Development Agreements entered into in connection with the approval of the Specific Plan, as of the date of execution thereof, excluding, however, each entity identified as an owner who is under contract to sell the Property to the other entity(ies) comprising such "Landowner." References to an **"Original Owner's Property"** or **"Property"** shall refer to the portion of the Plan Area owned or controlled (i.e., by way of option or other right to acquire the property) by the Original Owner as of the date of recordation of the Development Agreement for such Property.

1. **Overview of Fee Program**. The Specific Plan Fee Program (the "**Fee Program**") will consist of three fees (each a "**Fee**", and collectively, the "**Fees**"), which are initially calculated by a third party administrator and recommended to the City for imposition and collection by the City, credits ("**Fee Credits**") awarded to the Dedicating Owner dedicating the City Park Land (as defined herein) and the Constructing Owners (as defined herein) to be applied towards Fees, and reimbursements ("**Fee Reimbursements**") paid to Original Owners or Constructing Owners from Fees paid to the City.

A. Types of Fees. The Fees are comprised of the following:

(1) City Park Land Fee: to fund the fair share contributions towards the dedication of a portion of the Plan Area to be dedicated for the City Park identified as Parcel KT-50 on Exhibit BB of the Project Development Agreements (the **"City Park Land"**);

(2) Infrastructure Fee: to fund and/or reimburse the fair share of the costs of the design and construction of the Project Improvements and dedication of Public Lands (excluding the City Park Land); and

(3) Administration Fee: to fund the fair share of the costs for the City to administer, oversee, implement and enforce the Fee Program.

The Fees are independent of each other and Fee Credits generated against one Fee (through dedications, construction, or payments) shall not be creditable against the other Fees.

B. Fee Administrator. The Fee Program will be organized and monitored regularly by an administrator (the "**Administrator**"). The Original Owners will be responsible for retaining the Administrator, unless and until the City decides, in its sole discretion, to assume the obligation to retain the Administrator. The Original Owners will advance the costs of the Administrator until such time that the City determines, in consultation with the Administrator, that sufficient funds have been and will continue to be generated by the Administration Fee to fund all future costs of the Administrator, in addition to all other costs associated with the administration of the Fee Program. Thereafter, until the City elects, in its sole discretion, to assume the responsibility for retaining the Administrator, the City shall make funds available from the Administration Fee account to reimburse the Original Owners for the cost of their continued retention of the Administrator. The Administrator will work with the City and the Original Owners to facilitate the administration and implementation of the Fee Program. To minimize the role of the City in administering this Fee Program, the City will rely, to the fullest extent legally possible, on the Administrator to obtain, maintain, process and prepare the information and reports required by this Program to calculate and re-calculate the Fees in accordance with the terms of this Fee Program. The Administrator's roles and responsibilities are more particularly described in Section 9.B below.

C. Fee Credits; Fee Reimbursements.

(1) City Park Land Fee Credits and Fee Reimbursements. The Original Owner dedicating the City Park Land (the **"Dedicating Owner"**) will receive Fee Credits (the "**City Park Land Fee Credits**") and Fee Reimbursements ("**City Park Land Fee Reimbursements**,") in consideration of such dedication.

(2) Infrastructure Fee Credits and Fee Reimbursements.

a. Infrastructure Fee Credits. If a person or entity electing to develop a portion of property within the Specific Plan (a **"Constructing Owner"**) is required to install any Project Improvements in connection with its development of such portion of property (which portion shall be referred to as the **"Developing Property"**), such Constructing Owner will receive an amount (in dollars) of Fee Credits against the Infrastructure Fee for the Eligible Project Improvement Costs (as defined herein) paid by the Constructing Owner. The amount of such Fee Credits shall be up to, but not in excess of, the total amount of Infrastructure Fees anticipated to be generated by development of the Constructing Owner's Developing Property (a **"Developing Property's Infrastructure Fee Obligation"**). For example, if a Constructing Owner's tentative subdivision map for 100 tentative single family lots requires the construction of certain Project Improvements, then, for purposes of determining the maximum amount of Fee Credits that can be allocated to the Constructing Owner for its construction of the required Project Improvements, the Developing Property's Infrastructure Fee Obligation would be equal to 100 times the Infrastructure Fee payable by the Developing Property.

b. Infrastructure Fee Reimbursements. If the Eligible Project Improvement Costs paid by the Constructing Owner exceeds the corresponding Developing Property's Infrastructure Fee Obligation related thereto, the Constructing Owner will receive Fee Reimbursements from Infrastructure Fees for the amount of such excess.

(3) No Administrative Fee Credits. No credits or reimbursements shall be provided to the Original Owners with respect to their advance funding of the costs of the Administrator and/or the City to develop, administer, monitor and enforce the Fee Program. By not allowing for credits against the Administration Fee, the Original Owners intend to generate a reliable flow of Administration Fees during development to enable the City to pay the costs of the administration of the Fee Program and eliminate the Original Owners' continuing obligation to advance the costs thereof.

D. Annual Adjustments to Fees, Credits and Reimbursements. The Fees, and corresponding Fee Credit and Fee Reimbursement balances related thereto, shall be adjusted annually, effective as of July 1st of each year (the **"Annual Adjustment Date"**). If for some reason adjustments cannot be made on such date, the adjustments will be made as soon as possible thereafter. The annual adjustments for each Fee shall be made in accordance with the adjustment methods described below for each Fee.

2. City Park Land Fee; City Park Land Fee Credits; City Park Land Fee Reimbursements.

A. General. The City Park Land shall be identified and offered for dedication to the City, as and when required by the City pursuant to the applicable Development Agreement. The City Park Land Fee will be used to compensate the Dedicating Owner for its required dedication of the City Park Land. The City Park Land Fee will be allocated only to residential development within the Specific Plan, in proportion to relative equivalent dwelling units ("**EDUs**") set forth in the Specific Plan Finance Plan (the "**Finance Plan**") for each Original Owner's Property in the Plan Area.

B. Calculation of City Park Land Fee. The City Park Land Fee shall be determined on a residential EDU basis by dividing the value of the City Park Land by the total number of residential EDUs described by the Finance Plan for the land uses shown on the Specific Plan initially approved by the City.

(1) Initial Valuation. Consistent with the appraisal prepared at the request of the City (the "**City Appraisal**"), the initial value of the City Park Land shall be established at $135,000 per acre.

(2) Updated Valuations of City Park Land. The value of the City Park Land shall be revisited and updated beginning on the Annual Adjustment Date for the year when residential building permits are first anticipated to be issued within the Plan Area, and annually thereafter. The new value shall be based upon a reappraisal or updated appraisal of the City Park Land, as of the pertinent Annual Adjustment Date, obtained by the Administrator. Such reappraisal or updated appraisal shall be based upon similar assumptions and methodology used by the City in the initial City Appraisal, unless the City determines that extenuating circumstances require the use of alternative methodologies, provided that such alternative methodologies shall nevertheless meet applicable MAI appraisal standards.

(3) Adjustments to City Park Land Fee and City Park Land Fee Credit. The City Park Land Fee and City Park Land Fee Credit shall be adjusted based on the percentage change between the reappraised/updated valuation and the immediately preceding valuation for the City Park Land (the "**Land Value Percentage Change**"). Once the City Park Land Fee has been paid with respect to a particular building permit, the residential unit(s) which was the subject of the particular building permit shall not be subject to subsequent increases or decreases in the City Park Land Fee.

C. Timing of Payment of Fee. The City Park Land Fee for a residential building shall be due upon the issuance of a building permit for that building.

D. Park Fee Reimbursements. Once the Dedicating Owner has granted the City an irrevocable offer of dedication for the City Park Land in form acceptable to the City, City Park Land Fee Reimbursements shall be paid to the Dedicating Owner quarterly, as and when the City collects City Park Land Fees from residential development within the Plan Area, whether or not the City has then accepted such dedication.

3. Infrastructure Fee, Fee Credits and Fee Reimbursements.

A. General. The Infrastructure Fee will fund (i) the costs for design and construction of backbone public improvements required for the development of the Plan Area (the **"Project"**), as such public improvements are more particularly identified on **Schedule JJ-1** (the "**Project Improvements**"), and (ii) the value of the public lands to be dedicated for (a) storm water detention, drainageways, creek corridors, wetland mitigation, and open space, which lands are designated as "Open Space" on the Specific Plan or otherwise depicted as Open Space on **Schedule JJ-2** (collectively, **"Open Space"**) and (b) road right-of-way, sewer lift stations, water tanks, paseos and other specifically identified public uses, other than Open Space, the City Park Land and neighborhood park land (collectively, **"Public/Quasi-Public Land"**), as such Open Space and Public/Quasi-Public Land are more particularly shown and described on **Schedule JJ-2** (collectively, the "**Public Lands**"). Except to the limited extent described in Section 3.C(2) below, the Project Improvements specifically exclude any required backbone public improvements that would typically be funded by Other Public Infrastructure Programs (as defined herein). The Public Lands exclude the City Park Land due to the separate City Park Land Fee established therefor, and also exclude the neighborhood park lands because the land uses within the Specific Plan have been designed so that each Original Owner's Property provides its required share of neighborhood park land.

B. Calculation of Infrastructure Fee. The Infrastructure Fee shall be determined for each Property first by allocating the aggregate costs of the Project Improvements (the "**Project Costs**") shown on the most recent "Project Cost Estimation" (as hereinafter defined) for the Plan Area among the various land use categories in the Plan Area, and then, with respect to each Property within the Plan Area, allocating such Property, by land use, its share of the Estimated Project Costs based upon the land uses shown for such Property on the Specific Plan initially approved by the City, and then making the "Public Land Fee Adjustment" (as hereinafter defined) applicable to such Property, all as set forth in this Section 3.B. As a result of this methodology, the amount of the Infrastructure Fee is likely to vary among different Properties.

(1) Determination of Fair Share Per EDU. First, each land use in the Plan Area will receive a "fair share" allocation of the costs of the Project Improvement in accordance with this Section 3.B(1), which reflects the cost-spreading methodologies contained in the Finance Plan (which are, in turn, based on generally accepted engineering principles). The initial "fair share" allocation, as shown on **Schedule JJ-3** attached hereto, was and shall be determined by:

a. Designating separate categories of Project Improvements (each, an "**Improvement Category**") for those Project Improvements whose Project Costs are allocated to the Plan Area land uses on the same EDU basis (including, by way of example rather than limitation, a category for traffic improvements, the costs of which are allocated to land uses on a traffic EDU basis, and a category for storm drain improvements, the costs of which are allocated to land uses on a drainage run off coefficient basis). Each Improvement Category will necessarily involve a different set of underlying Plan Area EDUs;

b. Determining the total estimated costs of the Project Improvements within each Improvement Category based on the most recent Project Cost Estimation; and

c. Dividing the total estimated costs of the Project Improvements within each Improvement Category by the total number of EDUs participating in such Improvement Category to determine the cost-per-EDU within such Improvement Category.

(2) Determination of Fair Share of Project Costs on a Per Property Basis. The total "fair share" of Project Costs for each Property by land use category shall be determined by:

a. Multiplying the cost-per-EDU for each Improvement Category by the number of EDUs on such Property for each corresponding land use category; and

b. Totaling the costs determined under Section 3.B(2)(a) for each land use category on such Property.

(3) Public Land Fee Adjustment. The "fair share" of Project Costs applicable to a Property shall then be adjusted by the difference between the value of Public Lands to be dedicated within the Property and the Property's allocable share of the value of all Public Lands to be dedicated within the Plan Area (the "**Property Fair-Share Land Obligation**"). Such difference is referred to as the "**Public Land Fee Adjustment.**"

a. Methodology. The Property Fair-Share Land Obligation is equal to the amount of Public Land that must be dedicated for that Property as a result of the number and type of land uses shown for that Property on the Specific Plan, based on the following allocations:

(i) For Public/Quasi-Public land (consisting of road right-of-way, sewer lift stations, water tanks, and paseos, but excluding City Park Land, neighborhood park land, and Open Space), each Property's fair share is calculated on a proportionate gross acreage basis (i.e., each Property's fair share of Public/Quasi-Public acreage is based on its gross acreage divided by total Plan Area gross acreage). The value of the City Park Land is applied to the Public/Quasi-Public Land to determine the amount of each Property's shortfall or overage. Shortfall/overage related to Public/Quasi-Public land is then allocated to the land uses within each Property based on such Property's relative traffic EDUs and then added or deducted, as applicable, from the subtotal of all of the other Improvement Categories within the Infrastructure Fee for each land use within such Property;

(ii) No adjustments are made for neighborhood park land, on the basis that each subdivision is self-sufficient in its dedication of neighborhood park land; and

(iii) For Open Space, Open Space with detention is allocated 50% to residential (on a persons per household (**"PPH"**) basis) and 50% to all uses (on a run-off coefficient basis); Open Space without detention is allocated solely to residential (on a PPH basis). Open Space values are based on the following percentages of the City Park Land valuation: 50% for Open Space otherwise developable but required for the Corps 404 permit, 10% for Open Space land within the WAPA corridor, and 20% for all other Open Space. Land within the WAPA corridor designated by the Specific Plan for commercial use are not included in or credited as Open Space. Using these allocations, each Property's fair share requirement for Open Space is determined and the resulting shortfall/overage is then allocated to the land uses in each Property on a PPH basis for residential uses and employee-per-square-foot basis for non-residential uses and then added or deducted, as applicable, from the subtotal of all of the other Improvement Categories within the Infrastructure Fee for each land use within such Property.

b. Adjustments Reflected in Schedule JJ-3. The Public Land Fee Adjustment is incorporated in the Infrastructure Fee for each Original Owner's Property described in **Schedule JJ-3** attached hereto. The methodology for determining the Public Land Fee Adjustment is described above to assist in any recalculation of the Public Land Fee Adjustment that may be required by Section 3.D(2) below in connection with the 404 Approvals.

(4) Multiple Properties. Each Original Owner shall have the right to treat all of the Properties within the Plan Area owned by the same named ownership entity as a single Property, aggregating such Properties' shares of Project Costs and Public Land Fee Adjustments in such a manner as to have the same amount of Infrastructure Fee on each Property for the same land use category. An Original Owner shall exercise this right, if at all, by giving the Administrator written notice of such Original Owner's election as and when required by the Administrator.

C. Project Cost Estimations. As set forth above, the Infrastructure Fee is based, in part, upon the Project Costs as shown on a Project Cost Estimation. As used in this Fee Program, "**Project Cost Estimation**" refers to the total estimated costs for all Project Improvements, including all estimated Hard Costs (including a 20% contingency thereon) and an estimated Soft Costs allowance equal to 20% of such estimated Hard Costs. The initial Project Cost Estimation is based on the cost estimates for the Project Improvements set forth in the Finance Plan approved as part of the Specific Plan and attached hereto as part of **Schedule JJ-1**.

(1) Project Improvements Included in Fee Program. As noted above, the Project Improvements are limited to those listed on **Schedule JJ-1**, and unless and until the same are specifically added to the list of Project Improvements by unanimous decision of the Original Owners and approval by the City, the components of any other required public backbone infrastructure are specifically excluded from this Fee Program. To the extent that other required backbone infrastructure is subject to a separate public funding program or mechanism (each, an "**Other Public Infrastructure Program**") with the City, County or other agency (e.g., other backbone road improvements funded by fee credits and/or reimbursements through the City's TMF Fee or other public utilities funded by a public utility fee credit/reimbursement program), those other backbone infrastructure improvements are specifically not a part of the Project Improvements. To the extent permitted by the applicable agency, such other backbone infrastructure may be eligible for financing under the Other Public Infrastructure Program.

(2) Backbone Utility Improvements. The Project Improvements to be funded by the Infrastructure Fee shall include any required electric and/or gas utility backbone infrastructure that may be reimbursable by private utilities; and potential reimbursements from private electric/gas utilities (such as PG&E) shall be treated the same as potential Third Party Reimbursements (as defined herein) for purposes of this Fee Program. To minimize the potential administration of such reimbursements, to the extent a public utility includes an option for sharing in construction costs that does not include reimbursement, the Constructing Owner shall elect the option that does not involve reimbursement. For example, PG&E currently allows a contractor to elect to receive either a 50% contribution for the cost of a facility upon construction or a 100% reimbursement of the cost paid over time by subsequent development; in such case, the Constructing Owner

shall select the contribution option and the other half of the cost of the facility shall be included in the Project Costs.

D. Infrastructure Fee Adjustments. The Infrastructure Fee shall be adjusted annually on the Annual Adjustment Date for each land use by updating and summing the updated Project Improvements costs and Public Land valuations for the applicable Improvement and Land Categories related thereto as described below. The Administrator may also elect, at any other time if deemed warranted by the Administrator due to changes in actual costs and/or eligible Project Improvements, to adjust the Infrastructure Fee in the manner provided below.

(1) Project Cost Estimation. The Project Cost Estimation shall be updated and adjusted annually in accordance with the methodology of the Finance Plan used to establish the Infrastructure Fee, based, in part and without limitation, on: (a) the estimated cost of remaining Project Improvements within each Improvement Category for which a Credit/Reimbursement Agreement is not yet fully executed and effective; (b) the amount of any outstanding Credit/Reimbursement balances allocable to each Improvement Category, and (c) the number of undeveloped or unpermitted EDU's for each Improvement Category with respect to which the Infrastructure Fee has not then been paid.

a. Project Improvements Not Yet Subject to Contract. Adjustments to the estimated Project Costs of remaining Project Improvements not yet subject of a fully executed and effective Credit/Reimbursement Agreement will be made annually based, at the recommendation of the Administrator, in consultation with the Original Owners and the City, either upon updated actual Hard Costs or by the change in the Engineering News Record Construction Cost Index or comparable index (the "**CCI**") and/or based on actual and estimated cost adjustments as provided herein. Any adjustment to the Fee based on updated Hard Costs will be based upon information available to the Administrator in the form of actual Hard Costs for recently constructed Project Improvements in the same Improvement Category and/or bids accepted for any Project Improvements or similar facilities within the greater Sacramento region.

b. Completed Project Improvements. Subject to the above limitation, the Administrator will be required to include in the calculation of the update to the Infrastructure Fee any "actual" costs of Project Improvements (based on the Hard Costs for contracted work and the corresponding Soft Costs allowance) based either on the executed contracts for such Project Improvements and/or on the "true up" of the "actual" costs after Completion thereof.

(2) Public Land Fee Adjustments. The portion of the Infrastructure Fee allocable to the Public Land Fee Adjustment within a Property (or Properties), once allocated to the land uses within the Property (or Properties) shall not be adjusted by any change in the market value of such Public Land or for any other reason, except as otherwise provided in this Section 3.D(2).

a. 404 Permit Requirements. The Original Owners will need to obtain approval of a 404 Permit from the Army Corps of Engineers and related approvals and permits (collectively, the **"404 Approvals"**) prior to the construction of any of the Project Improvements. If the 404 Approvals require additions to or subtractions from the Open Space to be dedicated as shown on **Schedule JJ-2**, then the Public Land Fee Adjustment may be subject to adjustment. In the event of any such mandated changes to the Open Space dedications, the methodology used to determine the Public Land Fee Adjustments in Section 3.B(3)(a) above shall be used to re-determine such Adjustments; and, in order to maintain consistency with annual adjustments to the Infrastructure Fee, the land values for the Open Space areas used to determine the Public Land Fee Adjustment shall be adjusted, if applicable, by the percentage change between the then reappraised/updated valuation for the City Park Land and the original $135,000 per acre valuation for the City Park Land.

b. Annual Adjustments Based on Percentage Change in Value. Once initially allocated to the land uses within a Property on an EDU basis, except as may be adjusted as provided above, the Public Land Fee Adjustment within such Property (or Properties) shall thereafter be adjusted for the number of EDUs remaining to be developed or permitted in such Property by the annual Land Value Percentage Change. For example, if a Public Land Fee Adjustment resulted in a reduction in the Infrastructure Fee within a Property (due to the Property dedicating more than its fair share of land dedications) of $200 per single-family EDU, and if the Land Value Percentage Change for the following year was 10%, then the reduction associated with such Public Land Fee Adjustment for such Property would be increased to $220 per undeveloped single-family EDU therein.

(3) WAPA Corridor Adjustments Related to Parcels JM-41 and FD-40. With respect to Parcels JM-41 and FD-40, a portion of these parcels impacted by the WAPA corridor has been assumed as being undevelopable based on certain building and usability factors and such portions have been allocated zero (0) EDUs and excluded from the calculation of the Infrastructure Fee and the Administration Fee. So long as actual development of Parcels JM-41 and FD-40 does not exceed the total developable area assumed for such parcels in this analysis (i.e., approximately 10.14 acres of useable developable area within Parcel JM-41 and approximately 1.81 acres of useable developable area within Parcel FD-40), the EDU allocation thereto shall remain unchanged; if actual development thereof exceeds the assumed square footage amount thereof, then the amount of applicable EDUs for such Parcel and the corresponding Infrastructure Fee and Administration Fee allocable to development thereof shall be adjusted based on such increase in assumed developable area.

E. No Adjustment Based on Method of Financing. There shall be no adjustment to the Infrastructure Fee based upon the method by which any Constructing Owner funds either the Project Improvements it constructs or such Constructing Owner's allocable share of the Project Costs. By way of example, funds for Project Improvements generated by a public financing district formed on a Constructing Owner's property (such as an assessment or community facilities district) shall be treated the same as private financing by the Constructing Owner and shall not be deducted from or have any other effect on the calculation of the Infrastructure Fee. Proceeds from any such assessment or community facilities district for acquisition and construction of Project Improvements shall be available solely to the Constructing Owner whose property is included within such district.

F. Timing and Amount of Payment of Infrastructure Fee. The Infrastructure Fee payable with respect to development of property within the Specific Plan shall be due upon whichever of the following is applicable:

(1) Single Family Residential. For single family residential development:

a. Upon Recordation of Small Lot Map if Fee Reimbursements Outstanding. The Infrastructure Fee shall be paid for all single-family lots created by a small lot subdivision map upon recordation thereof, if at the time of such recordation any Original Owner or Constructing Owner is either (i) eligible to receive payment of a Fee Reimbursement pursuant to an executed Credit/Reimbursement Agreements and has not yet received full payment thereof, or (ii) will become eligible, upon Completion of certain Project Improvement(s), to receive payment of a Fee Reimbursement pursuant to an executed Credit/Reimbursement Agreement and sufficient funds have not then been collected to fund such Fee Reimbursement on Completion (an **"Outstanding Fee Reimbursement"**); or

b. Upon Issuance of Building Permits if No Outstanding Fee Reimbursement. If no Outstanding Fee Reimbursements existed at the time of recordation of a small lot subdivision map, then the Infrastructure Fee will be paid as building permits are issued for each lot within such recorded small lot subdivision map.

(2) Multifamily and Non-Residential Development. For all other land uses, the Infrastructure Fee shall be paid upon issuance of a building permit for each multifamily or non-residential building, based on the land use and number of EDUs covered by the particular building permit.

4. Administration Fee.

A. General. The Administration Fee will fund the anticipated and actual costs to organize, monitor, administer and enforce the Fee Program, including without limitation, the costs to retain the Administrator, the costs to retain any engineering, appraisal and/or fee consultants to assist with Fee updates and construction monitoring, and the costs of the City to implement and enforce the Fee Program during buildout of the Project. Except as otherwise expressly provided herein, the Administration Fee shall fund all costs associated with the administration of the Fee Program, including annual

Fee updates, calculation and collection of any Shortfall payments, and preparation and maintenance of credit/reimbursement agreements. The costs to establish the Fee Program and the costs to fund the Administrator prior to assumption thereof by the City shall be advanced by the Original Owners pursuant to the terms of their separate cost sharing agreement.

B. Calculation of Administration Fee. The Administration Fee shall be the amount necessary to pay the actual and estimated costs to develop, implement, monitor and enforce the Fee Program from City approval of the Specific Plan and Development Agreements through the buildout of the Project, excluding only the costs thereof to be advanced by the Original Owners. The Administration Fee shall be allocated to the various land uses in the same manner and proportions as the calculation of the "fair share" of Project Costs used to calculate the Infrastructure Fee (but without application of the Public Land Fee Adjustment).

C. Annual Adjustment. The Administration Fee shall be updated and adjusted annually at the same time as the other Fees, based on the actual and estimated costs associated with administering the Fee Program throughout the buildout of the Project, including changes in administration costs associated with the City's assumption, to be funded solely by the Administration Fee, of the obligation to retain and fund the Administrator's responsibilities and to fund any changes in the estimated time to complete buildout of the Project. Subject to unanimous approval by the Original Owners, such estimated costs may include an amount to build a reserve that will supplement the cash flow provided by the Administration Fee for the City's assumption of the funding for the Administrator after the Original Owners cease to advance the funds thereof.

D. Timing of Payment of Administration Fee.

(1) Original Owner Advances. From and after approval of the Specific Plan and Development Agreements, the Original Owners shall fund directly the costs to develop, implement, monitor and enforce the Fee Program to the extent the amount of Administration Fees being collected is insufficient to cover all of the then current costs associated with administering the Fee Program. All such advances shall be included within the calculation of the Administration Fee. The advances shall be allocated among the Original Owners pursuant to their separate written agreement, and such allocations shall be provided to the Administrator.

(2) Other Payments. The Administration Fee shall be due at the same time as the Infrastructure Fee.

E. No Fee Credits or Reimbursements. Since all Original Owners will be sharing in any and all required advances to cover the costs associated with establishing and administering the Fee Program, including without limitation, the costs of the Administrator, in excess of the amount covered by the Administration Fees, no Administration Fee Reimbursements will be due and payable to any Original Owner due to such Original Owner advancing more than its fair share of the costs to administer the

Fee Program. Similarly, to provide a secure cash flow of Administration Fees from development of the Specific Plan that can be relied on by the City if and when it assumes full administration of the Fee Program, the Original Owners will not receive any Fee Credits with respect to the funds advanced thereby to establish and administer the Fee Program. Any failure of an Original Owner to advance its fair share of the costs to administer the Fee Program shall be addressed by the Original Owners' separate agreement and not by the Fee Program, provided such remedies may include forfeiture and/or assignment of Infrastructure Fee Credits by any defaulting Original Owner.

F. Costs Excluded From Administration Fee. The Administration Fee shall not fund, and each Original Owner or Constructing Owner shall be separately responsible for paying, any and all costs associated with a request to assign or transfer Fee Credits or Fee Reimbursements within the Plan Area, as well as those costs associated with any change thereby in land use or EDU capacity utilization for any property as set forth in the Specific Plan.

5. Infrastructure Fee Credits for Constructing Owners. Any Constructing Owner that constructs any Project Improvements will receive Fee Credits in accordance with this Section 5 and may receive Fee Reimbursements in accordance with Section 6. The value of the Fee Credits given to Constructing Owners shall be subject to annual adjustment as provided for herein. References in this Fee Program to "**Credit/Reimbursement**" shall refer to Fee Credits or Fee Reimbursements, as applicable.

A. Calculation of Amount of Infrastructure Fee Credits. Subject to the limitations of Section 6.A(4) below, the Fee Credits available to a Constructing Owner for application to the Infrastructure Fee shall be based upon the Eligible Hard Costs and Soft Costs for the particular Project Improvements being constructed.

(1) Hard Costs; Eligible Hard Costs. The "**Hard Costs**" of Project Improvements eligible for Credit/Reimbursement under the Infrastructure Fee shall mean and refer to the actual costs of construction of a Project Improvement that are incurred by a Constructing Owner pursuant to a properly bid construction contract with a duly licensed, qualified general contractor for the Project Improvements. Such Hard Costs shall include the costs of (i) construction of the Project Improvement(s), based on the price included in the contract (the **"Construction Contract"**) with a contractor entered into in accordance with the provisions of Section 5.A(3) below for the construction of such Public Improvement(s), and (ii) traffic control, staging and storm water pollution prevention implementation measures related to such construction. The Hard Costs shall include the costs of any changes in scope or standards required by the City during the course of construction thereof that are added to the Construction Contract. Hard Costs shall also include the cost for any materials that exceeded the minimum specifications required by the City, so long as the bid for the contract clearly describes the allowed minimum specification. (An example might be a contractor choosing to substitute a higher grade of pipe because the lower specified and acceptable grade is either unavailable or more expensive due to shortages or other reasons.) The Administrator shall recommend to the City the

amount of the Hard Costs for each Project Improvement eligible for Credit/Reimbursement under the Infrastructure Fee. "**Eligible Hard Costs**" means all of the Hard Costs incurred by the Contracting Owner except to the extent the Administrator excludes costs that the Administrator finds to be commercially unreasonable.

(2) Soft Costs. "**Soft Costs**" means the costs of storm water pollution prevention monitoring & management, engineering, inspection, testing, surveying and bonding related to the construction of the Project Improvement(s). Each Constructing Owner entering into a bonded contract to construct a Project Improvement shall receive an allowance for Soft Costs equal to 20% of the Eligible Hard Costs for such Project Improvement, without the need for a proposal, contract, invoices or any other form of documentation to substantiate the actual amount of Soft Costs incurred. In consideration of this fixed percentage for Soft Costs, a Constructing Owner shall have no right to request a greater amount of Credits/Reimbursements due to actual Soft Costs exceeding this fixed-percentage allowance.

(3) Bidding/Contracting of Construction. All bidding and contracting shall be done so as to allow the Project Improvements to be eligible for acquisition or construction by a CFD and/or to enable the Infrastructure Fees to be financed by a CFD. Such public bidding requirements shall include, but not be limited to, competitive bidding, prevailing wage, and award of contract to the lowest responsible bidder. Prior to approving improvement plans for construction of a Project Improvement, the City and Administrator shall cooperate with each other to develop and implement a bidding and contracting monitoring program to ensure compliance with the public bidding, prevailing wage and contracting requirements prior to execution of each contract for construction of a Project Improvement by a Constructing Owner.

If a Constructing Owner fails to comply with the public bidding, prevailing wage and contracting requirements for a Project Improvement, the Constructing Owner will assume the risk that such Project Improvement may be required to be removed from the Fee Program in order to preserve the ability to fund the Project Improvements and/or the Infrastructure Fees with CFD financing. If a Project Improvement is removed from the Fee Program, the Constructing Owner thereof shall not receive and shall forfeit any Fee Credits or Fee Reimbursements with respect to such Project Improvement. Any such removal of a Project Improvement shall be treated in the same manner as if the Project Improvement had been constructed by a third party, as more particularly described in Section 8 below (i.e., no adjustment shall be made to the Infrastructure Fee and reimbursement agreements shall be provided to each of the Original Owners for its applicable share of then estimated cost of such removed Project Improvement, with a Priority Date as of the later of the date of removal of the Project Improvement from the Fee Program or "development" of such Original Owner's Property, and without any interest accrual).

B. Provision of Fee Credits for Project Improvements.

(1) Credit/Reimbursement Agreement. A sample form of credit and reimbursement agreement (a **"Credit/Reimbursement Agreement"**) to be used for each Constructing Owner is attached hereto as **Schedule JJ-4**. This form of Credit/Reimbursement Agreement shall be used, and modified to the extent necessary, in connection with the construction of Project Improvements by a Constructing Owner for its applicable Developing Property.

a. No earlier than the approval by the City of the improvement plans for the Project Improvement(s) required for the Developing Property, the Administrator shall provide the City with the amount of the Credit/Reimbursement to be available under such Credit/Reimbursement Agreement, which shall be equal to 100% of the contracted Eligible Hard Costs of the Project Improvement(s), based on an accepted competitive bid in compliance with all public contracting requirements, plus the corresponding Soft Cost allowance related thereto (collectively, the **"Eligible Project Improvement Costs"**).

b. The Credit/Reimbursement amount shall be inserted in the Credit/Reimbursement Agreement and the same shall be signed when a contract for the work has been entered into, performance and payment bonds in the form and amount required by the City have been posted therewith, and a notice to proceed with such construction (a **"Notice to Proceed")** has been given to the contractor. The City may require the amount of such bonds to be greater than the corresponding Credit/Reimbursement amount to address contingency costs and/or the costs to the City to cause the Completion of the applicable Project Improvements in the event of default by the Constructing Owner. Unless the amount of Fee Credits under the Credit/Reimbursement Agreement exceeds the amount of the corresponding Developing Property's Infrastructure Fee Obligation, no amount of Fee Reimbursements shall be included in the Credit/Reimbursement Agreement. The date of full execution of a Credit/Reimbursement Agreement shall be referred to as the **"Effective Date"** of the Credit/Reimbursement Agreement.

(2) Availability of Fee Credits. Fee Credits shall become available upon the Effective Date of the applicable Credit/Reimbursement Agreement. The Fee Credits for the contracted work under a Credit/Reimbursement Agreement shall continue to be available for application against the Infrastructure Fee so long as: (a) the Constructing Owner is not in material breach of the Credit/Reimbursement Agreement, and (b) the Constructing Owner continues to use commercially reasonable diligence to prosecute to Completion (as defined herein) the construction of the Project Improvement(s) that are the subject of the particular Credit/Reimbursement Agreement.

(3) Failure to Diligently Proceed Towards Completion. If a Constructing Owner ceases to diligently prosecute construction of a Project

Improvement, or otherwise breaches any material provisions of the Credit/Reimbursement Agreement, and if the Constructing Owner fails to cure such breach within thirty (30) days of receipt of written notice from the Administrator, the Administrator may recommend to the City that the City exercise any and all remedies then available under the Credit/Reimbursement Agreement, including cessation of approval of tentative or final subdivision maps, issuing building permits and/or occupancy permits for development of the Constructing Owner's Developing Property, suspension of the right to apply Fee Credits against the Infrastructure Fee and/or repayment by the Constructing Owner of all or any portion of the Fee Credits generated by the particular Credit/Reimbursement Agreement which have previously been applied against Infrastructure Fees.

C. Adjustments to Value of Fee Credits.

(1) CCI Adjustment. All Fee Credits provided pursuant to Credit/Reimbursement Agreements with an Effective Date not later than May 31 preceding the Annual Adjustment Date (i.e., for Fee Credits in effect at least one month prior to the Annual Adjustment Date) shall be subject to adjustment based on the increase or decrease in the CCI, so long as the Constructing Owner is in good standing under its applicable Credit/Reimbursement Agreement. In no event, however, shall a decrease in the CCI result in a decrease of the Constructing Owner's Fee Credit amount below the actual amount expended for the Project Costs which created the right to such Fee Credits. The purpose of this adjustment is to assure that Fee Credits received by a Constructing Owner offset a corresponding amount of Infrastructure Fee, on a dollar for dollar basis, up or down, as and when the Infrastructure Fee is adjusted, but without bearing a disproportionately large share of the actual Project Costs as a result of any decline in construction costs.

(2) Adjustment Based on Actual Eligible Hard Costs. After the Project Improvement(s) are Completed (as defined herein), there will be a "true-up" of the costs of the Project Improvements eligible for Fee Credits against and Fee Reimbursements from the Infrastructure Fee.

a. The "true up" shall be based on the actual Eligible Hard Costs incurred by the Constructing Owner to Complete the construction of the Project Improvement, which costs shall be documented to the Administrator's reasonable satisfaction. As a part of this "true up," the Soft Cost allowance will be adjusted to equal 20% of the actual Eligible Hard Costs.

b. If the total actual Eligible Hard Costs and corresponding Soft Costs of the Project Improvement(s) is greater than the amount of Fee Credits/Reimbursements initially provided by the Credit/Reimbursement Agreement, the Administrator shall notify the City that the Constructing Owner is to be awarded additional Credits/Reimbursements in the amount of the difference. The Administrator may also notify the City of any proposed adjustment to the

Infrastructure Fee to account for such increased Costs, if deemed appropriate to be incorporated into the Infrastructure Fee prior to the next Annual Adjustment Date.

c. If the total eligible costs of the Project Improvement(s) is less than the amount of Fee Credits/Reimbursements initially provided by the Credit/Reimbursement Agreement, the Administrator shall notify the City that the Constructing Owner is required to first reduce the amount of any Fee Reimbursement and then relinquish the amount of the unused Fee Credits comprising any remaining difference, and, to the extent Fee Credits resulting from that Credit/Reimbursement Agreement have been used in an amount which exceeds the actual total Eligible Hard Costs and Soft Costs of the applicable Project Improvement(s), to repay such excess in cash. Any such repayment shall be due within thirty (30) days of receipt of notice from the City of the amount to be repaid.

(3) Definition of "Completed." A Project Improvement shall be deemed "**Completed**" upon the earlier of acceptance of that Project Improvement by the City or acceptance by the City for purposes of commencing a 1-year warranty or maintenance period. Once a Project Improvement is Completed, any performance and payment bonds related to the issuance of Fee Credits may be approved for release by the City, and the "true-up" can take place.

D. Fee Credits are Personal in Nature. Infrastructure Fee Credits shall be personal to the Constructing Owners constructing Project Improvements and do not run with the land.

(1) Timing of Application. Subject to the limitations set forth in this Section 5, Infrastructure Fee Credits may be applied to Infrastructure Fees as desired by the Constructing Owner, or transferee thereof, at the time such Infrastructure Fees would otherwise be due and payable.

(2) Notice Required. Infrastructure Fee Credits may be applied to the Infrastructure Fee by the Constructing Owner, or transferee thereof, only by providing written notification to the Administrator, stating which Fee Credits are desired to be applied to the Infrastructure Fee, and the amount thereof to be applied. In the absence of written direction from a Constructing Owner or transferee thereof to apply any Fee Credits, no Fee Credits shall be deemed applied against the Infrastructure Fees. A sample form for the application of Fee Credits is attached as Exhibit "C" to **Schedule JJ-4** attached hereto.

(3) No Obligation to Use Fee Credits. A Constructing Owner shall not be obligated to apply any available Fee Credits against the Infrastructure Fee associated with development of its Developing Property.

(4) Collection and Payment of Unused Fee Credits. If a Constructing Owner elects not to apply any available Fee Credits at the time of development of

its Developing Property, the City shall collect the full Infrastructure Fee then required to be paid at the time of such development and shall use the proceeds thereof (i) first, to pay and/or fund a reserve for payment upon Completion any Outstanding Fee Reimbursement, on a FIFO basis; and (ii) second, to pay to any Constructing Owner(s), on a pro rata basis, the amount by which their available Fee Credits exceed the amount of Infrastructure Fees to be collected from the remaining development of such Constructing Owner(s)' Developing Properties.

E. Transferability. A Constructing Owner shall have the absolute right to transfer all or any portion of such Constructing Owner's Fee Credits for such consideration as the Constructing Owner may determine. In the event that a Constructing Owner transfers Fee Credits, the transferor shall notify the Administrator of the transfer in writing, providing the Administrator with the name, address and other contact information for the transferee, the dollar amount of the Fee Credits being transferred, and the Credit/Reimbursement Agreement from which the credits are being transferred. The transferring Constructing Owner shall also pay the administrative costs associated with the transfer as a condition of the same being effective. A sample form for the transfer of Fee Credits is attached as Exhibit "D" to **Schedule JJ-4** attached hereto.

6. Fee Reimbursements. Fee Reimbursements will be paid directly from the City to the applicable Constructing Owner(s) and/or Original Owner(s) on a regular basis, but no less than quarterly, from the City Park Land Fees and Infrastructure Fees received by the City.

A. Procedure. The Administrator shall work with the City to obtain quarterly reports from the City of the types and amounts of the Fees the City has collected and to confirm with the City the proposed distributions to the Constructing Owner(s) and/or Original Owner(s) of any Outstanding Fee Reimbursements. The Administrator shall notify all Constructing Owners and/or Original Owners with Outstanding Fee Reimbursements of the intended distribution by the City and the Administrator's proposed allocation between such Owners. If the Administrator receives a written objection from any Constructing Owner or Original Owner to a proposed distribution within five (5) business days of the date of the Administrator's notice, the Administrator shall ask the City to: (i) distribute the undisputed amounts directly to the Constructing Owner(s) and/or Original Owner(s) in accordance with the furnished schedule; and (ii) retain the amount of any disputed distribution until the issue can be resolved between the Constructing Owner(s) and/or Original Owner(s) and/or by arbitration. By separate agreement, the Original Owners have agreed to resolve any such disputes by arbitration, with the goal to complete such resolution within one hundred twenty (120) days of the initiation of the dispute resolution process.

B. Impact of Adjustment Date. So long as the City does not unduly delay in making Fee Reimbursement payments, Fee payments collected by the City in the calendar quarter prior to the City's annual adjustment to Fee Credit and/or Fee Reimbursement balances, but not distributed until the calendar quarter after such adjustment date, shall not be increased as a result of the adjustment date occurring between the Fee payment date and the date the Fee Reimbursement is paid. The

Administrator shall determine whether or not payment by the City was "unduly" delayed for purposes of this Section 6.B.

C. Park Fee Reimbursements. Payments of City Park Land Fee Reimbursements shall be made only to the Dedicating Owner dedicating the City Park Land.

D. Infrastructure Fee Reimbursements. As provided by and pursuant to a Credit/Reimbursement Agreement, an Infrastructure Fee Reimbursement shall be available to a Constructing Owner from the date the particular Project Improvement was Completed to the date the Constructing Owner has been repaid in full for the amount of its Fee Reimbursements and may also be payable to the Original Owners in connection with Third Party Reimbursements as described in Section 8 below.

(1) Fee Reimbursements In Excess of Fee Obligation. For Fee Reimbursements to Constructing Owners, The Credit/Reimbursement Agreement shall include an amount for Fee Reimbursements if and only to the extent the Eligible Project Improvement Costs for the Project Improvement(s) to be constructed by the Constructing Owner thereunder exceed the Infrastructure Fee Obligation for the Developing Property that requires the construction of these Project Improvement(s).

(2) Annual Adjustment. Any Outstanding Fee Reimbursement, including any such amounts not yet payable until the corresponding Project Improvement(s) are Completed, shall be increased on the Annual Adjustment Date by four percent (4%) per annum.

(3) Infrastructure Fee Reimbursements Distributed on FIFO Basis. Any available funds within the Infrastructure Fee account shall be used to reimburse Constructing Owners and/or Original Owners for the amount of any Fee Reimbursements on a "first in, first out" ("**FIFO**") basis.

(4) FIFO Determination. The event for determining FIFO priority for a Fee Reimbursement generated by a Project Improvement shall be the Effective Date of the Credit/Reimbursement Agreement for such Project Improvement. In the event that the Effective Date for any two or more Credit/Reimbursement Agreements that include Fee Reimbursements occur within the same seven (7) calendar day period, the Fee Reimbursements associated with the Project Improvements on each Credit/Reimbursement Agreement will have equal priority and will be distributed pro rata, based upon the unreimbursed balance of the Fee Reimbursements generated by their respective Credit/Reimbursement Agreements.

(5) Delivery to Administrator. Each Constructing Owner will be responsible for forwarding a copy of the fully executed contract, the countersigned Notice to Proceed and the executed Credit/Reimbursement Agreement for any eligible Project Improvements to the Administrator, with the

Effective Date of the Credit/Reimbursement Agreement becoming the prioritizing date ("**Priority Date**"). If the work does not actually commence on a Project Improvement within a commercially reasonable period following the Priority Date, or once commenced, the Constructing Owner does not diligently prosecute the same through Completion, the Administrator shall have the authority to modify the relative Priority Dates among competing Constructing Owners to more appropriately reflect the timing of the expenditure of Eligible Hard Costs by such Constructing Owners.

(6) No Disbursement Prior to Completion. Although Fee Credits against the Infrastructure Fee will be available upon execution of a Credit/Reimbursement Agreement, no Fee Reimbursements related to a Project Improvement shall be paid by the City to a Constructing Owner from the Infrastructure Fee account prior to Completion of such Project Improvement. Accordingly, if a Completed Project Improvement supports a Fee Reimbursement with a later FIFO date than Fee Reimbursement(s) with earlier FIFO date(s) related to as yet uncompleted Project Improvement(s), no Fee Reimbursement shall be paid towards such Completed Project Improvement unless and until sufficient Infrastructure Fees have been received and reserved to fund full payment of the Fee Reimbursement(s) with the earlier FIFO date(s) for the as yet to be completed Project Improvement(s).

(7) Not Convertible to Credits. To preserve the FIFO priority of Fee Reimbursements, Fee Reimbursements cannot be applied as Fee Credits, except to the extent the Fee Reimbursements proposed to be applied as Fee Credits are then in first FIFO priority for reimbursement and the Credit/Reimbursement Agreement related thereto is not in default.

E. Transferability. Each Constructing Owner or Original Owner with a right to Fee Reimbursements (a **"Transferring Owner"**) shall have the absolute right to transfer all or any portion of such Transferring Owner's Fee Reimbursements for such consideration as the Transferring Owner may determine. The transfer shall not affect the Priority Date of the Fee Reimbursements or the amount thereof; provided however, that the Transferring Owner shall have the right to allocate the existing priority of the particular Fee Reimbursements between itself and transferees. In the event that a Transferring Owner (or its successors) transfers Fee Reimbursements, the transferor shall notify the Administrator of the transfer in writing, providing the Administrator with the name, address and other contact information for the transferee, the dollar amount and Priority Date of the Fee Reimbursements being transferred (along with any priority allocation as between the Transferring Owner and the transferee), and the Credit/Reimbursement Agreement from which the Fee Reimbursements are being transferred. The Transferring Owner shall also pay the administrative costs associated with the transfer as a condition of the same being effective. The form for the transfer of Fee Reimbursements shall be similar to the sample form for the transfer of Fee Credits attached as Exhibit "D" to **Schedule JJ-4** attached hereto.

7. <u>Capacity Utilization, Shortfall Payments and Reimbursements</u>.

A. <u>Land Use Capacity and Fee Obligations</u>. Each Original Owner's Property within the Specific Plan will be allocated a certain amount of land use capacity and corresponding Fee Obligation, based upon the initial approved land uses set forth in the Specific Plan and the Fees allocable to such Property. Except to the extent offset by a transfer of utilization pursuant to the terms of the Specific Plan as described in Section 7.E below, each Property will continue to be responsible for paying the Fees for its allocated share of capacity at the time of development, regardless of whether or not it actually utilizes all of the capacity initially allocated thereto by the Specific Plan. This is done to ensure that an underutilization of capacity by development of one Property does not result in increased Fees for other Properties within the Plan Area.

B. <u>Shortfalls/Reimbursements Due to Reductions in Utilization</u>. Payment of any shortfall, as measured by the difference between the actual capacity used by an owner (a **"Shortfall Owner"**) by its development of any property within the Specific Plan at less than its allocated capacity (a **"Shortfall Property"**) and the capacity allocated for such Shortfall Property by the Specific Plan times the applicable Fees (collectively, the **"Shortfall"**), shall be due prior to the recordation of a final small-lot residential subdivision map, or phase thereof, in the case of detached single family residential development, or prior to issuance of a building permit for multifamily residential or non-residential development that reflects an underutilization of capacity. The amount of any Shortfall shall be determined by the Administrator and allocated to the three Fees. The payment of any Shortfall allocable to the Infrastructure Fee shall be used first, to reimburse and/or fund a reserve for reimbursement of any Outstanding Fee Reimbursements, on a FIFO basis, and second, any remaining balance thereof shall be retained to fund future Infrastructure Fee obligations, as determined by the City in consultation with the Administrator.

(1) The "payment" of any Shortfall may be made either in cash and/or through an equivalent reduction in any Unused Fee Credits and/or Fee Reimbursement available to the Shortfall Owner applicable to one or more of the Fees. For purposes hereof, **"Unused Fee Credits"** refers to the amount of Fee Credits held by a Shortfall Owner in excess of the total amount of the Fee anticipated to be paid by development of the Shortfall Property subject to the Shortfall payment, as such total Fee obligation is revised based on the actual capacity to be developed thereby. For example, if a subdivision originally planned for 100 units was being developed for 90 units, if the Infrastructure Fee per single family EDU within the Shortfall Property was $10,000, and if the Shortfall Owner thereof had enough Infrastructure Fee Credits under its Fee/Credit Agreement(s) to satisfy the Infrastructure Fee for 95 units within such subdivision, then the Shortfall Owner could elect to apply the Unused Fee Credits associated with the extra 5 units of Fee Credits to reduce its Shortfall obligation allocable to the Infrastructure Fee from $100,000 to $50,000.

(2) If the Shortfall Property subject to a Shortfall payment is developed in phases, the Administrator and the City shall develop an equitable

method for phasing the payment of the Shortfall in proportion to the phasing of such development. For example, if a multifamily development originally planned for 100 units was being developed for 90 units, if the Infrastructure Fee per multifamily EDU for the Shortfall Property was $6,000, and if the first phase of construction included 30 units, then the Administrator and the City could elect to require such Shortfall Owner to pay $20,000 ($60,000 times 1/3rd) as the proportional share of the Shortfall payment related to the Infrastructure Fee for such first phase of development. If and to the extent subsequent phasing of such development was revised, the remaining Shortfall and corresponding phased payment thereof over the remaining development would be subject to recalculation by the Administrator and the City.

C. Retention/Assignment of Land Use Capacity. The Shortfall Owner paying any Shortfall shall continue to own the land use development capacity related thereto, which could either be assigned to another owner of property within the Specific Plan (on such terms as may be agreed to between the assigning and assuming parties) and/or be subject to reimbursement from any increase in land utilization elsewhere within the Specific Plan.

D. Reimbursement Due to Overutilization. To the extent that any increase in land utilization occurs that is not linked to an offsetting underutilization (or linked to a transfer or purchase of land use capacity from a Shortfall Owner who previously paid a Shortfall), the additional "fee revenue" to be realized by such increased utilization (as and when paid in excess of the capacity originally allocated to such property) shall be used to reimburse any Shortfall Owners that previously paid Shortfalls for previously underutilizing their Shortfall Property, on a FIFO basis. Any such reimbursement shall include the amount of any intervening land value adjustments (with respect to the portion of the Shortfall related to the Park Fee) and CCI adjustments (with respect to the portion of the Shortfall related to the Infrastructure and Administration Fees) to the Fees between payment of the Shortfall and payment of the reimbursement.

E. Transfer of Density/Capacity. Original Owners or successors thereto will be allowed to transfer density or land utilization within their own properties (subject to any City approval required by and pursuant to the Specific Plan, which approval shall include a determination by the City that any corresponding increased utilization can be feasibly developed). Any Fees related to a transfer of land use capacity shall not be due upon transfer, but rather at the point when they are triggered by development of the property affected by such transferred capacity. Since each Original Owner's Property may have different Infrastructure and Administration Fees allocated to its Property by land use, the Fees associated with any transferred density or land utilization will need to be correspondingly assigned and incorporated into the Fees of the transferee's property. The Administrator, subject to approval by the City, may elect to incorporate the Fees associated with the transferred density either by recalculating the aggregate Fee obligation for the transferee's property or by assigning the Fees associated with the transferred density to specific units or parcels. The Administrator shall be responsible for tracking such density transfers and the effect thereof on the Fees to be paid by development of the transferee's property and reporting the same to the City on a regular basis. The administrative costs associated with approving and tracking such density transfers shall be funded by the party requesting such transfer.

F. Maintenance of Records by Administrator. The Administrator shall maintain any and all shortfall and density transfer records and coordinate with the City to monitor and maintain a public record of all any and all transfers of land use capacity within the Specific Plan to put subsequent developers on notice of the land use capacity and corresponding Fee obligations associated with development of the properties within the Specific Plan.

8. Third Party Reimbursements/Third Party Construction. A fair share of the cost of some Project Improvements may ultimately be allocable to parties with properties being developed outside the Plan Area (**"Third Parties"**). Potential reimbursements (**"Third Party Reimbursements"**) from Third Parties shall be treated in accordance with this Section 8. Similarly, Third Parties may install some of the Project Improvements (**"Third Party Construction"**), thereby eliminating the obligation of the Original Owners to install or pay for such Project Improvements.

A. No Impact on Fees. Due to the uncertainty in the timing or receipt of Third Party Reimbursements, potential or actual Third Party Reimbursements shall not be deducted from or factored into the calculation of the Infrastructure Fee. Due to the resulting impact on the Original Owners' land values in connection with sales to builders who assume payment of the full Infrastructure Fee, and to avoid any windfall to builders if and when Third Party Reimbursements are received or Third Party Construction occurs, the Infrastructure Fee shall continue to be based on the Project Cost Estimation for all Project Improvements originally planned to be funded by this Fee Program regardless of the receipt of any Third Party Reimbursement or any Third Party Construction.

B. Allocation of Third Party Reimbursements Actually Received. Any Third Party Reimbursements actually received shall be reimbursable to the Original Owners and shall be allocated, disbursed and utilized as follows:

(1) First, the Administrator shall determine the share of the Third Party Reimbursement allocable to each of the Original Owners. Such shares shall be based on the type of Project Improvement(s) generating such Third Party Reimbursement and applying the table of Owner Percentages by Improvement attached hereto as **Schedule JJ-5**. The share allocable to each Original Owner shall be referred to herein as the Original Owner's **"TPR Fee Reimbursement"**;

(2) Second, the Administrator shall prepare a fee reimbursement agreement for each of the Original Owners, similar in form to the Credit/Reimbursement Agreements (a **"TPR Fee Reimbursement Agreement"**), to document the Original Owner's right to receive its TPR Fee Reimbursement from either the Third Party Reimbursement and/or from Infrastructure Fees. Such TPR Fee Reimbursement shall be paid on a FIFO priority basis. The FIFO Priority Date for each Original Owner's TPR Fee Reimbursement Agreement

shall be established as either (a) the date of the City's receipt of the Third Party Reimbursement, if at such time the Original Owner's Property has or is being "developed" (as evidenced either by the issuance of a permit for construction of a residential or non-residential building within such Property or execution of a Credit/Reimbursement Agreement related to the construction of any Project Improvements required by any Developing Property within such Property); or (b) the date thereafter when such Original Owner's Property is "developed" (as described above). Each TPR Fee Reimbursement shall be increased by 4% on each Annual Adjustment Date thereafter until repaid in full; and

(3) Third, the Third Party Reimbursement shall be deposited into the Infrastructure Fee account and treated the same as the payment of Infrastructure Fees from development within the Specific Plan. Accordingly, the Third Party Reimbursement will be used first to fund payment of any Outstanding Fee Reimbursements, based on their relative FIFO priority, and then to fund payment under the TPR Reimbursement Agreements, based on their relative FIFO priorities (and pro rata, in the case of equal Priority Dates). Any remaining funds from the Third Party Reimbursement shall be retained to fund future Fee Reimbursements.

C. Reimbursement Due to Third Party Construction. In the event of any Third Party Construction, the Original Owners shall be entitled to receive reimbursement from the Infrastructure Fees for the estimated costs included therein for the Project Improvement(s) that is the subject of such Third Party Construction as follows:

(1) First, the Administrator shall determine the share of the reimbursement allocable to each of the Original Owners. Such shares shall be based on the type of Project Improvement(s) subject to the Third Party Construction and applying the table of Owner Percentages by Improvement attached hereto as **Schedule JJ-5** to the estimated cost of the Project Improvement(s) reflected in the Project Cost Estimation as of the date of Completion of such Project Improvement(s). The share allocable to each Original Owner shall be referred to herein as the Original Owner's **"TPC Fee Reimbursement"**;

(2) Second, the Administrator shall prepare a fee reimbursement agreement for each Original Owner, similar in form to the TPR Fee Reimbursement Agreement (a **"TPC Fee Reimbursement Agreement"**), to document the Original Owner's right to receive its TPC Fee Reimbursement from Infrastructure Fees. Such TPC Fee Reimbursement shall be paid on a FIFO priority basis. The FIFO Priority Date for each Original Owner's TPC Fee Reimbursement Agreement shall be established as of either (a) the date of Completion of the applicable Project Improvement(s), if at such time the Original Owner's Property has or is being "developed" (as described in Section 8.B(2) above); or (b) the date thereafter when such Property is "developed" (as described above). The TPC Fee Reimbursement shall not be subject to any annual adjustments.

D. Personal to Original Owners. These rights to TPR Fee Reimbursements and TPC Fee Reimbursements are personal to the Original Owners and shall not run with the land. Any Original Owner shall have the right to transfer such Original Owner's right to reimbursement in accordance with Section 6.E, however.

E. Administration. The City shall notify the Administrator promptly following receipt of any Third Party Reimbursement and/or Completion of any Third Party Construction. The Administrator shall perform the calculations and prepare the draft TPR or TPC Fee Reimbursement Agreements for approval by the City.

9. Administration.

A. City Implementation/Waiver of Nexus Requirement. The Fees are being voluntarily proposed by the Original Owners for adoption by the City, based on the Original Owners' agreement between themselves and as part of their Development Agreements with the City. The Original Owners acknowledge and agree that the allocations of benefit and costs under the Finance Plan and this Fee Program to the Original Owners' Properties proposed by the dedications of the City Park Land and Public Lands, by the construction of the Project Improvements, and by the implementation and administration of this Fee Program, are fair and reasonable. The Original Owners have requested that the City implement and enforce this Fee Program as an element of the Development Agreements to assure full participation by all Original Owners' Properties.

As a voluntary Fee Program requested and agreed to by the Original Owners, the Original Owners expect this Fee Program to be enforced by the City in accordance with the provisions of this Fee Program, without requiring the City to perform any separate or independent nexus study with respect thereto. Each Original Owner hereby waives any right, defense or claim that the City must perform any such nexus study to implement, update or enforce the Fee Program, including without limitation, any right to require the City to comply with the provisions of Government Code Sections 66000 et. seq. (the **"Mitigation Fee Act"**) regarding the general requirements for adopting development impact fees. Notwithstanding the foregoing, the Original Owners believe that the Fee Program herein does comply in all respects with the provisions of the Mitigation Fee Act and the City and Original Owners agree to take all steps reasonably necessary to adopt such ordinances and measures to implement the Fee Program pursuant to the Mitigation Fee Act and any other applicable law.

B. Fee Administrator. The Administrator shall be authorized to collect, manage and analyze the data necessary for the calculation and annual updates of the Fees and to coordinate and manage the administration of the Fee Program with the City on behalf of the Original Owners. Such activities shall include, but not be limited to: (i) updates to the Project Cost Estimations and Fees and assistance with calculations under and administration of the Fee Program; (ii) providing recommendations of such amounts to the City (including all documentation supporting such calculations); (iii) recommending to the City the amount and timing of when the Fees are due; (iv) instructing the City to disburse the Fees collected by the City to those Original Owners and/or Constructing Owners who are entitled to Fee Reimbursements due to the construction of eligible Project Improvements, or dedication of the City Park Land, or receipt of Third Party Reimbursements, all in accordance with applicable Credit/Reimbursement Agreements; (v) assisting the City with any update of the Fees; (vi) preparing draft Credit/Reimbursement Agreements for City's review and approval; (vii) tracking all payments and balances of and assignments of Fee Credits and/or Fee Reimbursements; and (viii) tracking the existence and progress of all construction contracts for Project Improvements and compliance with all provisions of the applicable Credit/Reimbursement Agreements. The Administrator shall have the authority to retain consultants to assist in the above described tasks, including but not limited to, civil engineers and economic consultants.

Unless and until the City is collecting sufficient Administration Fees from development of the Project to fund the costs of the Administrator, the Original Owners acknowledge and agree that they will advance the costs required to fund the administration of the Fee Program, including the costs of the Administrator and the City.

Some of the Administrator's tasks, and the timing thereof, for purposes of coordinating and advising and/or recommending the appropriate actions to the City for purposes of the City's administration of the Fee Program are as follows:

(1) <u>Improvement Plan Approval (Specific Plan Improvements)</u>

(a) Calculate Eligible Amount of Credits/Reimbursements for Project Improvements required to be constructed as part of approval of subdivision, based upon bid, and provide to City.

(b) Prepare Credit/Reimbursement Agreements for each set of Project Improvements bid and contracted for consideration and action by City.

(c) Track bidding and letting of construction contracts for Project Improvements consistent with required standards.

(d) Track issuance of Notice to Proceed and effective date of Credit/Reimbursement Agreement.

(e) Track and coordinate Completion of Improvement with City.

(2) <u>Final Small-Lot Map Approval for Single Family Development</u>

(a) Verify No Reduction in Density or Calculate Shortfall Payment Amount and/or phase thereof, as applicable.

(b) Calculate amount of Infrastructure Fee to be paid upon recordation of Final Map, if any Outstanding Fee

Reimbursements.

(c) Transfer Fee Credits, as available and as directed by a Constructing Owner, to reduce the amount of Infrastructure Fee payable.

(3) Building Permit Approval for Single Family Development

(a) Calculate amount of City Park Land and Administration Fees to be paid upon issuance of building permit.

(b) If applicable, calculate amount of Infrastructure Fee to be paid upon issuance of building permit, if not paid upon recordation of small lot final subdivision map.

(c) Transfer Fee Credits, as available and as directed by a Constructing Owner, to reduce the amount of Fees payable.

(4) Building Permit Approval for Non-Single Family Development

(a) Verify No Reduction in Density or Calculate Shortfall Payment Amount and/or phase thereof, as applicable.

(b) Calculate amount of Fees to be paid upon issuance of building permit.

(c) Transfer Fee Credits, as available and as directed by a Constructing Owner, to reduce the amount of Fees payable

(5) Annual Fee Program Update

(a) Update cost of Project Improvements not then subject to Fee/Credit Agreement or increase based on annual CCI adjustment.

(b) Update value of City Park Land and determine the Land Value Percentage Change, based on reappraisal or updated appraisal.

(c) Re-Calculate outstanding Fee Credits, based on annual CCI adjustment.

(d) Re-Calculate Outstanding Fee Reimbursements, based on annual 4% adjustment.

(e) Re-Calculate City Park Land Fee for residential uses, Infrastructure Fee by Land Use, and Administration Fee.

(f) Prepare Updated Project Cost Estimation for review and majority approval by Original Owners.

(g) Prepare Annual Report for review and majority approval by Original Owners, incorporating updated Project Cost Estimation and annual fee program update, showing calculation of Fees, as well as summary of significant events, including most if not all items listed above that triggered any sort of transaction.

(h) Deliver approved Annual Report to City and assist City in updating the Fees Monitor/Direct Payment of Credits/Reimbursements.

(6) <u>Third Party Reimbursement or Construction</u>

(a) Monitor receipt of Third Party Reimbursements and/or Third Party Construction

(b) Prepare TPR or TPC Fee Reimbursement Agreements for Original Owners

(7) <u>Monitor/Direct Payment of Credits/Reimbursements</u>

(a) Monitor Application of Fee Credits and/or Payment of Fee Reimbursements

(b) Administer and track all Fee Credit and Fee Reimbursement transfers.

(c) Direct Fee payments by City to applicable Constructing Owners and/or Original Owners.

<u>LIST OF SCHEDULES TO BE ATTACHED</u>

SCHEDULE JJ-1	**-**	**LIST OF PROJECT IMPROVEMENTS, WITH INITIAL PROJECT COST ESTIMATIONS**
SCHEDULE JJ-2	**-**	**MAP AND LIST OF PUBLIC LANDS**
SCHEDULE JJ-3	**-**	**INFRASTRUCTURE FEE BY LAND USE FOR ORIGINAL OWNERS' PROPERTIES, INCLUDING PUBLIC LAND FEE ADJUSTMENTS**
SCHEDULE JJ-4	**-**	**FORM OF CREDIT/REIMBURSEMENT AGREEMENT**
SCHECULE JJ-5	**-**	**OWNER PERCENTAGES OF THIRD PARTY REIMBURSEMENTS BY IMPROVEMENT**

INDEX OF DEFINED TERMS

Page

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS

SCHEDULE JJ-1
(SHEET 1 OF 2, PAGE 1 OF 2)

Job # 18254 SP0
Sierra Vista Specific Plan
Backbone Infrastructure Costs
SCHEDULE JJ-1 - Overall Segments xls
2010 04 01
SEB

Preliminary Opinion of Construction Cots
Major Backbone Infrastructure Only

No	Roadway	CITY / COUNTY TOTAL	CIP TOTAL	Streetwork	Concrete	Storm Drain	Sanitary Sewer
1	Fiddyment Road - Segment 1	$ -	$ -	$ 578,141	$ 84,672	$ 736,848	$ -
2	Fiddyment Road - Segment 2	$ -	$ 360,000	$ 842,876	$ 66,528	$ 302,998	$ -
3	Baseline Road - Segment 1	$ 918,677	$ -	$ 507,339	$ 100,022	$ 212,400	$ -
4	Baseline Road - Segment 2	$ 347,337	$ -	$ 315,135	$ 62,266	$ -	$ -
5	Baseline Road - Segment 3	$ 1,334,473	$ -	$ 557,684	$ 110,025	$ 118,800	$ -
6	Baseline Road - Segment 4	$ 340,686	$ -	$ 309,133	$ 61,073	$ 327,780	$ -
7	Baseline Road - Segment 5	$ 1,119,320	$ -	$ 1,048,381	$ 135,991	$ 387,648	$ -
8	Baseline Road - Segment 6	$ 395,743	$ -	$ 718,811	$ 70,943	$ 508,320	$ -
9	Baseline Road - Segment 7	$ 400,547	$ -	$ 363,146	$ 71,804	$ 696,600	$ -
10	Baseline Road - Segment 8	$ 961,928	$ -	$ 544,855	$ 107,905	$ 210,686	$ -
11	Baseline Road - Segment 9	$ 409,415	$ -	$ 373,308	$ 73,394	$ 116,784	$ -
12	Santucci Boulevard - Segment 1	$ -	$ 796,930	$ 601,252	$ 112,608	$ 583,920	$ 62,640
13	Santucci Boulevard - Segment 2	$ -	$ 1,157,474	$ 1,091,420	$ 205,344	$ 185,040	$ 214,560
14	Santucci Boulevard - Segment 3	$ -	$ 398,583	$ 545,874	$ 102,540	$ 236,520	$ 82,714
15	Santucci Boulevard - Segment 4	$ -	$ 376,273	$ 514,304	$ 96,975	$ 476,640	$ 151,085
16	Santucci Boulevard - Segment 5	$ -	$ 896,138	$ 734,238	$ 138,177	$ 461,628	$ 115,920
17	Santucci Boulevard - Segment 6	$ -	$ 832,428	$ 1,136,876	$ 214,353	$ 526,320	$ -
18	Westbrook Boulevard - Segment 1	$ -	$ 878,664	$ 563,363	$ 135,660	$ 419,760	$ 99,720
19	Westbrook Boulevard - Segment 2	$ -	$ 1,156,443	$ 862,223	$ 208,126	$ 165,960	$ 18,720
20	Westbrook Boulevard - Segment 3	$ -	$ 926,489	$ 614,175	$ 147,980	$ 267,840	$ -
21	Westbrook Boulevard - Segment 4	$ -	$ 1,196,964	$ 905,932	$ 218,724	$ 722,340	$ 147,600
22	Westbrook Boulevard - Segment 5	$ -	$ 535,592	$ 580,847	$ 139,899	$ 140,220	$ 105,840
23	Westbrook Boulevard - Segment 6 [2]	$ -	$ 467,472	$ -	$ -	$ -	$ 266,400
24	Market Street - Segment 1	$ -	$ -	$ 348,723	$ 63,867	$ 453,708	$ 241,560
25	Market Street - Segment 2	$ -	$ -	$ 499,170	$ 91,748	$ 250,560	$ 252,720
26	Market Street - Segment 3	$ -	$ -	$ 245,624	$ 38,344	$ 115,200	$ 103,392
27	Market Street - Segment 4	$ -	$ -	$ 494,894	$ 83,523	$ 305,280	$ 167,760
28	Market Street - Segment 5	$ -	$ -	$ 422,233	$ 70,520	$ 498,730	$ 193,680
29	Upland Drive - Segment 1	$ -	$ -	$ 345,444	$ 63,262	$ 227,520	$ 54,720
30	Upland Drive - Segment 2	$ -	$ -	$ 459,095	$ 77,717	$ 101,880	$ 54,720
31	Upland Drive - Segment 3	$ -	$ -	$ 377,772	$ 62,718	$ 366,120	$ 121,277
32	Upland Drive - Segment 4	$ -	$ -	$ 242,415	$ 44,392	$ 153,360	$ 132,768
33	Upland Drive - Segment 5	$ -	$ -	$ 436,797	$ 73,604	$ 379,440	$ 75,600
34	Federico Drive - Segment 1	$ -	$ -	$ 841,112	$ 148,176	$ 492,473	$ 197,280
35	Federico Drive - Segment 2	$ -	$ -	$ 712,242	$ 124,407	$ 167,040	$ -
36	Federico Drive - Segment 3	$ -	$ -	$ 211,193	$ 31,994	$ 200,880	$ 33,840
37	Vista Grande Boulevard - Segment 1	$ -	$ 714,963	$ 846,119	$ 211,968	$ 147,600	$ 12,240
38	Vista Grande Boulevard - Segment 2	$ -	$ 253,283	$ 604,539	$ 151,557	$ 152,640	$ 130,522
39	Vista Grande Boulevard - Segment 3	$ -	$ 1,012,970	$ 696,947	$ 174,874	$ 75,240	$ 157,680
40	Vista Grande Boulevard - Segment 4	$ -	$ 292,970	$ 696,947	$ 174,874	$ 156,780	$ 193,248
41	Vista Grande Boulevard - Segment 5	$ -	$ 737,268	$ 898,564	$ 225,746	$ 340,920	$ 194,040
42	Vista Grande Boulevard - Segment 6	$ -	$ 897,785	$ 1,281,381	$ 321,794	$ 329,760	$ 356,040
43	Vista Grande Boulevard - Segment 7	$ -	$ 343,837	$ 819,282	$ 205,741	$ 316,440	$ 340,920
44	Vista Grande Boulevard - Segment 8	$ -	$ 236,457	$ 562,476	$ 141,489	$ 164,160	$ 216,360
45	For Vista Grande Boulevard - Segment 2	$ -	$ -	$ -	$ -	$ 239,616	$ -
46	Sierra Glen Drive - Segment 1	$ -	$ -	$ -	$ -	$ 298,080	$ 91,800
47	Frontage - JM-80	$ -	$ -	$ 96,271	$ 15,379	$ 87,768	$ -
48	PQP Site on JM-60	$ -	$ -	$ -	$ -	$ -	$ -
49	For Vista Grande Boulevard - Segment 3	$ -	$ -	$ -	$ -	$ 195,624	$ -
50	Park & Ride and Bus Transfer Station	$ -	$ -	$ -	$ -	$ -	$ -
51	For Vista Grande Boulevard - Segment 8	$ -	$ -	$ -	$ -	$ 154,080	$ -
52	Sierra Village Drive - Segment 3	$ -	$ -	$ -	$ -	$ -	$ 224,640
53	PQP Site on KT-60	$ -	$ -	$ -	$ -	$ -	$ 720,000
54	Park & Ride	$ -	$ -	$ -	$ -	$ -	$ -
55	From Vista Grande Boulevard - Segment 6	$ -	$ -	$ -	$ -	$ 293,558	$ -
56	From Federico Drive - Segment 2	$ -	$ -	$ -	$ -	$ 230,256	$ -
57	Sierra Glen Drive - Segment 2	$ -	$ -	$ -	$ -	$ -	$ 231,120
58	From Santucci Boulevard - Segment 4	$ -	$ -	$ -	$ -	$ -	$ -
59	Frontage - FD-87A	$ -	$ -	$ 70,310	$ 11,232	$ 101,700	$ -
60	Frontage - FD-88A	$ -	$ -	$ 415,552	$ 66,384	$ 267,739	$ -
61	Frontage - FD-63	$ -	$ -	$ 48,316	$ 7,718	$ 12,960	$ -
62	Frontage - FD-64	$ -	$ -	$ 83,291	$ 13,306	$ -	$ -
59	PQP Site on FD-63	$ -	$ -	$ -	$ -	$ -	$ -
64	PQP Site on FD-61	$ -	$ -	$ -	$ -	$ -	$ -
65	PQP Site on FD-64	$ -	$ -	$ -	$ -	$ -	$ -
66	PQP Site on FD-62	$ -	$ -	$ -	$ -	$ -	$ -
67	Fiddyment - Baseline City CIP	$ 242,882.27	$ 2,267,792	$ 720,441	$ -	$ 81,540	$ -
68	Fiddyment - Baseline Tier 1A	$ 172,546.92	$ 30,240	$ 67,916	$ -	$ 16,560	$ -
69	Fiddyment - Baseline SV Project	$ 54,232.32	$ -	$ 360,719	$ 5,184	$ 92,196	$ -
70	Watt - Baseline Tier 1B	$ 1,034,604.00	$ -	$ -	$ -	$ -	$ -
71	Santucci - Baseline SV Project	$ 2,004,840.00	$ -	$ 361,008	$ 23,976	$ 378,360	$ -
72	Preserve Area Earthwork	$ -	$ -	$ -	$ -	$ -	$ -
73	Wetland Mitigation	$ -	$ 91,100	$ -	$ -	$ -	$ -
74	Swainsons Hawk Mitigation	$ -	$ 123,300	$ -	$ -	$ -	$ -
	Total :	*$ 9,737,232*	*$ 16,981,416*	*$ 28,576,103*	*$ 5,390,502*	*$ 15,650,820*	*$ 5,763,125*

[1] Includes $25,000 Segmentation Cost for all roadway Segments
[2] $317,264.58 of CIP/TMF is included within the CIP Value

NOTE The costs shown herein are a summary of the costs, based upon more detailed analysis of a preliminary Opinion of Construction Costs outlined in the Sierra Vista Estimates dated April 1, 2010, incorporated herein by reference The Sierra Vista Estimates are on file with the City of Roseville Public Works Department

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MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS

SCHEDULE JJ-1

(SHEET 1 OF 2, PAGE 2 OF 2)

Job # 18254-SPD
Sierra Vista Specific Plan
Backbone Infrastructure Costs
SCHEDULE JJ-1 - Overall Segments xls
2010 04 01
SEH

Preliminary Opinion of Construction Cots
Major Backbone Infrastructure Only

No	Roadway	Potable Water	Recycled Water	Dry Utilities	Miscellaneous [1]	OWNER TOTAL	CUMULATIVE TOTAL
1	Fiddyment Road - Segment 1	$ -	$ -	$ 927,360	$ 156,960	$ 2,483,981	$ 2,483,981
2	Fiddyment Road - Segment 2	$ -	$ -	$ 728,640	$ 131,040	$ 2,072,081	$ 2,432,081
3	Baseline Road - Segment 1	$ 406,080	$ -	$ 500,112	$ 92,215	$ 1,818,169	$ 2,736,846
4	Baseline Road - Segment 2	$ 219,600	$ -	$ 311,328	$ 70,995	$ 979,323	$ 1,326,661
5	Baseline Road - Segment 3	$ 462,456	$ -	$ 550,123	$ 97,837	$ 1,896,925	$ 3,231,397
6	Baseline Road - Segment 4	$ 297,792	$ -	$ 305,366	$ 70,325	$ 1,371,470	$ 1,712,156
7	Baseline Road - Segment 5	$ 473,040	$ -	$ 679,954	$ 112,430	$ 2,837,444	$ 3,956,764
8	Baseline Road - Segment 6	$ -	$ -	$ 354,715	$ 75,872	$ 1,728,662	$ 2,124,405
9	Baseline Road - Segment 7	$ -	$ -	$ 359,021	$ 76,356	$ 1,566,927	$ 1,967,473
10	Baseline Road - Segment 8	$ -	$ -	$ 539,525	$ 96,645	$ 1,499,616	$ 2,461,545
11	Baseline Road - Segment 9	$ -	$ -	$ 366,970	$ 77,249	$ 1,007,704	$ 1,417,119
12	Santucci Boulevard - Segment 1	$ 197,280	$ 138,456	$ 281,520	$ 36,000	$ 2,013,676	$ 2,810,605
13	Santucci Boulevard - Segment 2	$ 191,520	$ 172,008	$ 513,360	$ 36,000	$ 2,609,252	$ 3,766,726
14	Santucci Boulevard - Segment 3	$ 94,860	$ 82,526	$ 256,349	$ 36,000	$ 1,437,382	$ 1,835,965
15	Santucci Boulevard - Segment 4	$ 244,397	$ 145,555	$ 242,438	$ 36,000	$ 1,907,394	$ 2,283,668
16	Santucci Boulevard - Segment 5	$ 158,623	$ 120,960	$ 345,442	$ 36,000	$ 2,110,988	$ 3,007,126
17	Santucci Boulevard - Segment 6	$ 162,216	$ 75,744	$ 535,882	$ 36,000	$ 2,687,390	$ 3,519,818
18	Westbrook Boulevard - Segment 1	$ 328,680	$ 58,464	$ 339,149	$ 36,000	$ 1,980,795	$ 2,859,459
19	Westbrook Boulevard - Segment 2	$ 412,776	$ 98,640	$ 520,315	$ 36,000	$ 2,322,761	$ 3,479,204
20	Westbrook Boulevard - Segment 3	$ 333,360	$ 233,762	$ 369,950	$ 36,000	$ 2,003,068	$ 2,929,557
21	Westbrook Boulevard - Segment 4	$ 583,560	$ 328,896	$ 546,811	$ 36,000	$ 3,489,864	$ 4,686,828
22	Westbrook Boulevard - Segment 5	$ 266,976	$ 268,416	$ 349,747	$ 36,000	$ 1,887,945	$ 2,423,537
23	Westbrook Boulevard - Segment 6 [2]	$ 551,664	$ 581,184	$ -	$ 36,000	$ 1,435,248	$ 1,902,720
24	Market Street - Segment 1	$ 219,240	$ 213,322	$ 349,747	$ 36,000	$ 1,926,166	$ 1,926,166
25	Market Street - Segment 2	$ 151,582	$ 152,071	$ 502,430	$ 36,000	$ 1,936,281	$ 1,936,281
26	Market Street - Segment 3	$ 76,622	$ 64,382	$ 209,981	$ 36,000	$ 889,546	$ 889,546
27	Market Street - Segment 4	$ 184,320	$ 83,002	$ 457,387	$ 36,000	$ 1,812,166	$ 1,812,166
28	Market Street - Segment 5	$ 194,602	$ 154,080	$ 386,179	$ 36,000	$ 1,956,023	$ 1,956,023
29	Upland Drive - Segment 1	$ 165,960	$ 140,386	$ 346,435	$ 36,000	$ 1,379,727	$ 1,379,727
30	Upland Drive - Segment 2	$ 195,120	$ 153,540	$ 425,592	$ 36,000	$ 1,503,663	$ 1,503,663
31	Upland Drive - Segment 3	$ 114,703	$ 76,558	$ 343,454	$ 36,000	$ 1,498,602	$ 1,498,602
32	Upland Drive - Segment 4	$ 157,982	$ 126,043	$ 243,101	$ 36,000	$ 1,136,062	$ 1,136,062
33	Upland Drive - Segment 5	$ 136,512	$ 85,342	$ 403,070	$ 36,000	$ 1,626,365	$ 1,626,365
34	Federico Drive - Segment 1	$ 362,520	$ 327,960	$ 811,440	$ 36,000	$ 3,216,960	$ 3,216,960
35	Federico Drive - Segment 2	$ 552,600	$ 217,735	$ 681,278	$ 36,000	$ 2,491,303	$ 2,491,303
36	Federico Drive - Segment 3	$ 95,832	$ 54,554	$ 175,205	$ 36,000	$ 839,498	$ 839,498
37	Vista Grande Boulevard - Segment 1	$ 191,160	$ 31,968	$ 529,920	$ 36,000	$ 2,006,975	$ 2,721,938
38	Vista Grande Boulevard - Segment 2	$ 124,358	$ 117,158	$ 378,893	$ 36,000	$ 1,695,667	$ 1,948,951
39	Vista Grande Boulevard - Segment 3	$ 155,232	$ 145,872	$ 437,184	$ 36,000	$ 1,879,029	$ 2,891,999
40	Vista Grande Boulevard - Segment 4	$ 145,872	$ 133,632	$ 437,184	$ 36,000	$ 1,974,537	$ 2,267,507
41	Vista Grande Boulevard - Segment 5	$ 218,160	$ 186,134	$ 564,365	$ 36,000	$ 2,663,929	$ 3,401,198
42	Vista Grande Boulevard - Segment 6	$ 574,920	$ 257,522	$ 804,485	$ 36,000	$ 3,961,903	$ 4,859,687
43	Vista Grande Boulevard - Segment 7	$ 165,521	$ 96,365	$ 514,354	$ 36,000	$ 2,494,623	$ 2,838,460
44	Vista Grande Boulevard - Segment 8	$ 110,880	$ 18,720	$ 353,722	$ 36,000	$ 1,603,806	$ 1,840,263
45	For Vista Grande Boulevard - Segment 2	$ -	$ -	$ -	$ -	$ 239,616	$ 239,616
46	Sierra Glen Drive - Segment 1	$ -	$ -	$ -	$ -	$ 389,880	$ 389,880
47	Frontage - JM-80	$ -	$ -	$ 57,672	$ -	$ 257,090	$ 257,090
48	PQP Site on JM-60	$ 303,840	$ -	$ -	$ -	$ 303,840	$ 303,840
49	For Vista Grande Boulevard - Segment 3	$ -	$ -	$ -	$ -	$ 195,624	$ 195,624
50	Park & Ride and Bus Transfer Station	$ -	$ -	$ -	$ 650,881	$ 650,881	$ 650,881
51	For Vista Grande Boulevard - Segment 8	$ -	$ -	$ -	$ -	$ 154,080	$ 154,080
52	Sierra Village Drive - Segment 3	$ -	$ -	$ -	$ -	$ 224,640	$ 224,640
53	PQP Site on KT-60	$ -	$ -	$ -	$ -	$ 720,000	$ 720,000
54	Park & Ride	$ -	$ -	$ -	$ 234,488	$ 234,488	$ 234,488
55	From Vista Grande Boulevard - Segment 6	$ 442,080	$ -	$ -	$ -	$ 735,638	$ 735,638
56	From Federico Drive - Segment 2	$ 309,600	$ -	$ -	$ -	$ 539,856	$ 539,856
57	Sierra Glen Drive - Segment 2	$ -	$ -	$ -	$ -	$ 231,120	$ 231,120
58	From Santucci Boulevard - Segment 4	$ 919,440	$ -	$ -	$ -	$ 919,440	$ 919,440
59	Frontage - FD-87A	$ -	$ -	$ 42,120	$ -	$ 225,362	$ 225,362
60	Frontage - FD-88A	$ -	$ -	$ 248,940	$ -	$ 998,615	$ 998,615
61	Frontage - FD-63	$ -	$ -	$ 28,944	$ -	$ 97,938	$ 97,938
62	Frontage - FD-64	$ -	$ -	$ 49,896	$ -	$ 146,492	$ 146,492
59	PQP Site on FD-63	$ -	$ 32,400	$ -	$ -	$ 32,400	$ 32,400
64	PQP Site on FD-61	$ -	$ -	$ 476,928	$ -	$ 476,928	$ 476,928
65	PQP Site on FD-64	$ -	$ -	$ -	$ 216,000	$ 216,000	$ 216,000
66	PQP Site on FD-62	$ -	$ -	$ -	$ 245,232	$ 245,232	$ 245,232
67	Fiddyment - Baseline City CIP	$ -	$ -	$ -	$ 51,840	$ 853,821	$ 3,364,496
68	Fiddyment - Baseline Tier 1A	$ -	$ -	$ -	$ 47,520	$ 131,996	$ 334,783
69	Fiddyment - Baseline SV Project	$ 392,400	$ -	$ -	$ 28,800	$ 879,299	$ 933,531
70	Watt - Baseline Tier 1B	$ -	$ -	$ -	$ -	$ -	$ 1,034,604
71	Santucci - Baseline SV Project	$ -	$ -	$ -	$ 69,120	$ 832,464	$ 2,837,304
72	Preserve Area Earthwork	$ -	$ -	$ -	$ -	$ 4,298,400	$ 4,298,400
73	Wetland Mitigation	$ -	$ -	$ -	$ -	$ 2,944,283	$ 3,035,383
74	Swainsons Hawk Mitigation	$ -	$ -	$ -	$ -	$ 2,706,981	$ 2,830,281
	Total :	*$ 12,045,938*	*$ 5,173,358*	*$ 20,183,983*	*$ 3,789,806*	*$ 106,523,300*	*$ 133,241,947*

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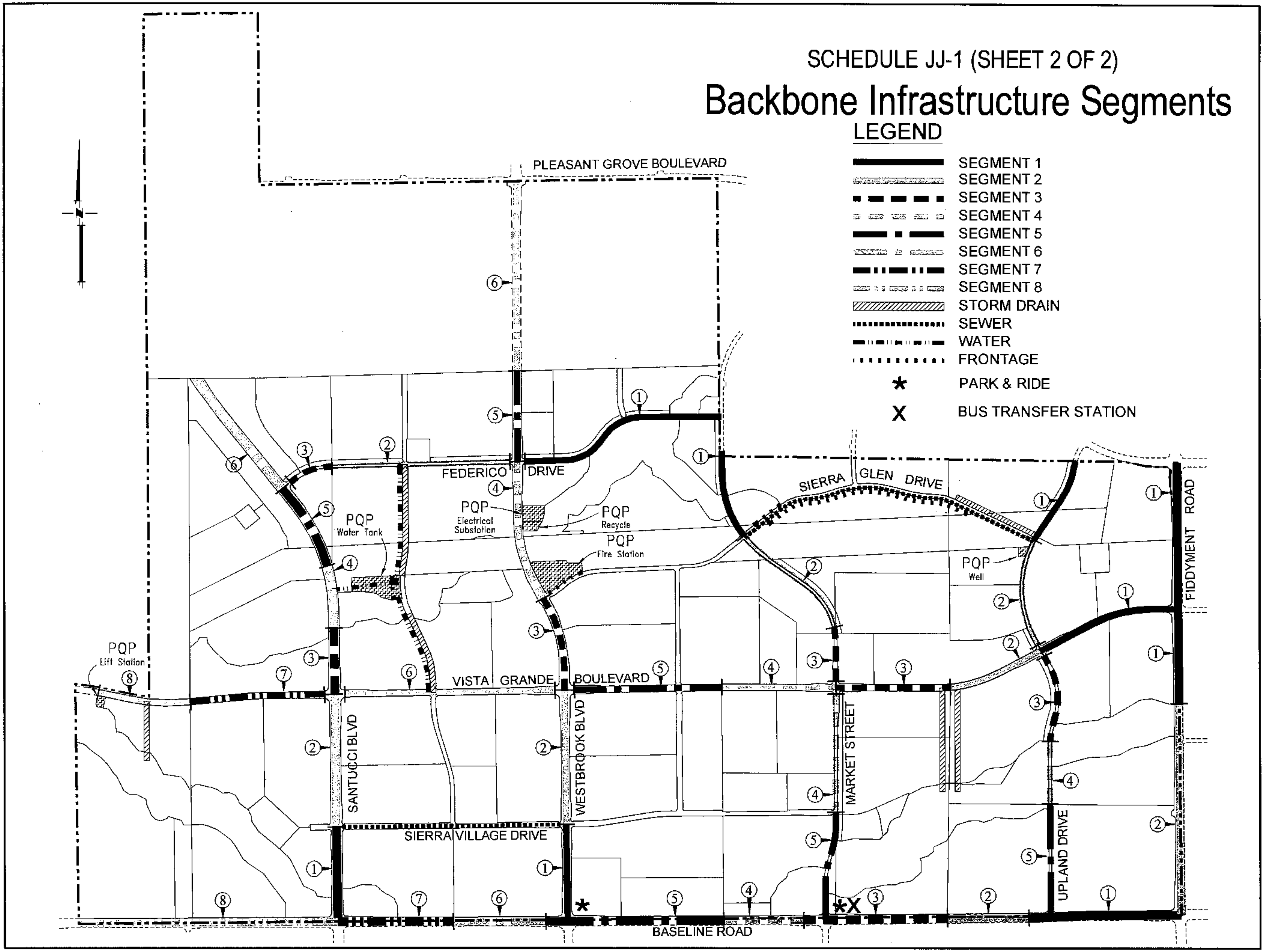
SCHEDULE JJ-1 (SHEET 2 OF 2)

Backbone Infrastructure Segments

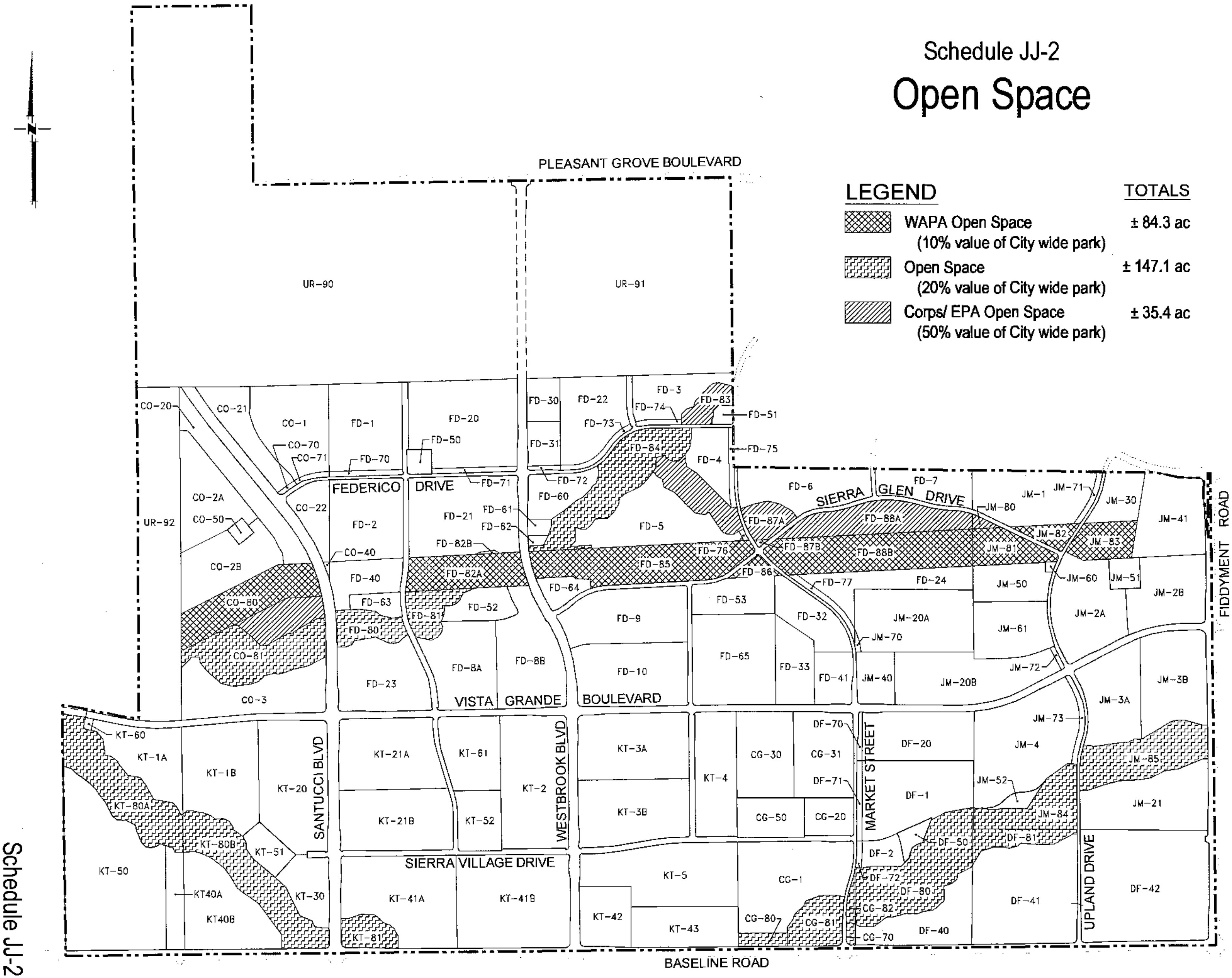


Schedule JJ-2

Open Space

LEGEND

		TOTALS
	WAPA Open Space (10% value of City wide park)	± 84.3 ac
	Open Space (20% value of City wide park)	± 147.1 ac
	Corps/ EPA Open Space (50% value of City wide park)	± 35.4 ac

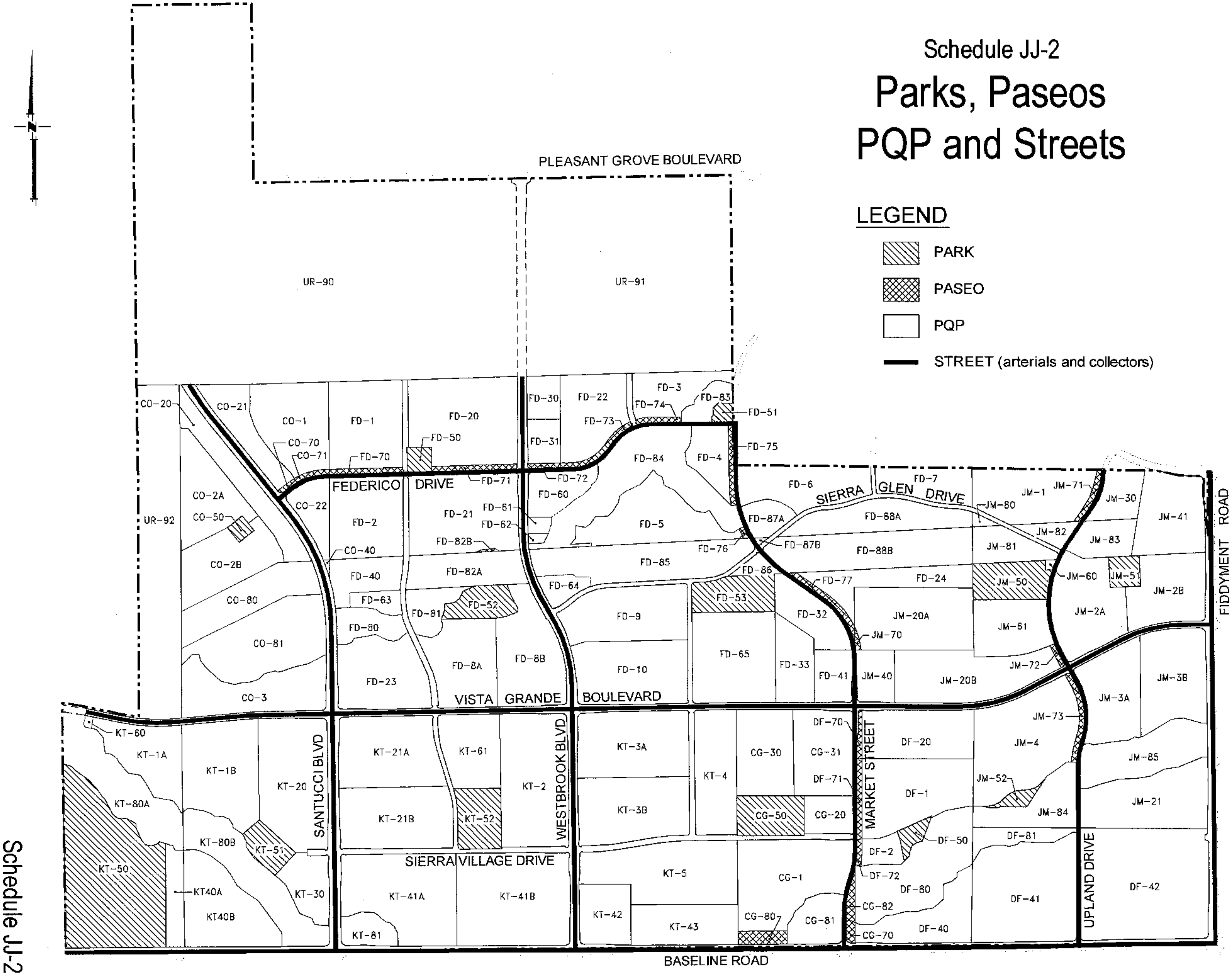


Schedule JJ-2

Parks, Paseos PQP and Streets

LEGEND

- PARK
- PASEO
- PQP
- STREET (arterials and collectors)



Schedule JJ-2
sheet 2 of 3

Schedule JJ-2: Open Space, Parks, PQP and Roads by Ownership and Parcel (sheet 3 of 3)

(acreages derived from 03/19/10 SP)

PARCEL	GENERAL PLAN LAND USE (Specific Plan Land Use)	ACRES
CG-50	P/R (Park)	7.6
CG-70	OS (Open Space)	0.5
CG-80	OS (Open Space)	1.9
CG-81	OS (Open Space)	6.8
CG-82	OS (Open Space)	1.0
CG-100	ROW/ landscape corridors	6.3
sub-totals (CGB)		24.1

CO-50	P/R (Park)	1.0
CO-70	OS (Open Space)	0.3
CO-71	OS (Open Space)	0.5
CO-80	OS (Open Space)	14.2
CO-81	OS (Open Space)	16.0
CO-81	OS (Open Space) corps/EPA	6.9
CO-100	ROW/ landscape corridors	17.3
sub-totals (Conley)		56.2

DF-50	P/R (Park)	1.8
DF-70	OS (Open Space)	0.6
DF-71	OS (Open Space)	1.2
DF-72	OS (Open Space)	0.4
DF-80	OS (Open Space)	21.6
DF-81	OS (Open Space)	4.7
DF-100	ROW/ landscape corridors	9.7
sub-totals (DF Properties)		40.0

PARCEL	GENERAL PLAN LAND USE (Specific Plan Land Use)	ACRES
FD-50	P/R (Park)	1.7
FD-51	P/R (Park)	1.1
FD-52	P/R (Park)	5.5
FD-53	P/R (Park)	8.1
FD-60	Public/Quasi-Public (Church)	6.9
FD-61	Public/Quasi-Public (Electrical Substation)	1.1
FD-62	Public/Quasi-Public (Recycle Center)	0.5
FD-63	Public/Quasi-Public (Water Treatment/Well)	2.8
FD-64	Public/Quasi-Public (Fire Station)	3.2
FD-70	OS (Open Space)	1.1
FD-71	OS (Open Space)	1.3
FD-72	OS (Open Space)	0.4
FD-73	OS (Open Space)	1.3
FD-74	OS (Open Space)	0.7
FD-75	OS (Open Space)	1.2
FD-76	OS (Open Space)	0.2
FD-77	OS (Open Space)	1.4
FD-80	OS (Open Space)	5.7
FD-81	OS (Open Space)	5.5
FD-82A	OS (Open Space)	11.1
FD-82B	OS (Open Space)	0.1
FD-83	OS (Open Space)	3.5
FD-84	OS (Open Space)	17.5
FD-84	OS (Open Space) corps/ EPA	7.7
FD-85	OS (Open Space)	20.8
FD-86	OS (Open Space)	1.7
FD-87A	OS (Open Space)	4.1
FD-87B	OS (Open Space)	0.2
FD-88A	OS (Open Space)	13.2
FD-88B	OS (Open Space)	20.9
FD-100	ROW/ landscape corridors	46.5
sub-totals (Federico)		197.0

PARCEL	GENERAL PLAN LAND USE (Specific Plan Land Use)	ACRES
JM-50	P/R (Park)	8.0
JM-51	P/R (Park)	2.6
JM-52	P/R (Park)	1.5
JM-60	Public/Quasi-Public (Well)	0.3
JM-70	OS (Open Space)	0.3
JM-71	OS (Open Space)	0.9
JM-72	OS (Open Space)	0.3
JM-73	OS (Open Space)	1.4
JM-80	OS (Open Space)	0.6
JM-81	OS (Open Space)	6.5
JM-82	OS (Open Space)	2.7
JM-83	OS (Open Space)	6.2
JM-84	OS (Open Space)	10.4
JM-85	OS (Open Space)	15.2
JM-100	ROW/ landscape corridors	25.6
sub-totals (Mourier Investments LLC)		82.4
KT-50	P/R (Park)	39.9
KT-51	P/R (Park)	4.2
KT-52	P/R (Park)	7.6
KT-60	Public/Quasi-Public (Sewer Lift Station)	0.3
KT-80A	OS (Open Space)	17.9
KT-80B	OS (Open Space)	17.5
KT-81	OS (Open Space)	4.7
KT-100	ROW/ landscape corridors	52.8
sub-totals (KT Development)		144.9
TOTAL		544.6

Schedule JJ-3
Sierra Vista Cost Sharing Agreement
Cost Sharing Fee by Land Use (Dedicated Land Adjustment)

	Residential				Nonresidential		
Landowner	LDR	MDR	HDR	MU	C.C.	MU	BP
CGB							
Infrastructure/Land Dedication	$15,822	$13,890	$8,655	-	-	-	-
Citywide Park Land Dedication	$933	$797	$661	-	-	-	-
Administration	$308	$263	$218	-	-	-	-
Conley							
Infrastructure/Land Dedication	$12,231	$10,540	-	-	$13.24	-	-
Citywide Park Land Dedication	$933	$797	-	-	-	-	-
Administration	$384	$328	-	-	$0.26	-	-
DF Properties							
Infrastructure/Land Dedication	$14,745	$12,880	-	-	$15.91	-	-
Citywide Park Land Dedication	$933	$797	-	-	-	-	-
Administration	$557	$476	-	-	$0.37	-	-
Federico							
Infrastructure/Land Dedication	$13,296	$11,545	$6,980	$7,261	$15.38	$14.45	-
Citywide Park Land Dedication	$933	$797	$661	$661	-	-	-
Administration	$370	$316	$262	$262	$0.25	$0.25	-
JMC							
Infrastructure/Land Dedication	$15,055	$13,151	$8,163	$8,444	-	$16.15	$17.03
Citywide Park Land Dedication	$933	$797	$661	$661	-	-	-
Administration	$397	$339	$281	$281	-	$0.26	$0.26
AKT							
Infrastructure/Land Dedication	$14,891	$12,663	$7,810	$8,045	$14.62	$14.62	$15.37
Citywide Park Land Dedication	$933	$797	$661	$661	-	-	-
Administration	$451	$386	$320	$320	$0.30	$0.30	$0.30

"summary"

Source: MacKay & Somps, Schedule A-1 *4/1/2010.*

SCHEDULE JJ-4

SAMPLE

CITY OF ROSEVILLE
SIERRA VISTA SPECIFIC PLAN
INFRASTRUCTURE FEE PROGRAM
CREDIT/REIMBURSEMENT AGREEMENT

[LIST DEVELOPER HERE]
[LIST FACILITY HERE]

This Credit/Reimbursement Agreement (the “Agreement”) is entered into by and between the City of Roseville (hereinafter the “City”) and **[list developer here, including form of entity]**, and/or its successors in interest, (hereinafter the “Developer”) as of the ____ day of _____________ 20__ (the **“Effective Date”**).

RECITALS

WHEREAS, Developer is developing the **[list name of development]** (the “Project”), including backbone infrastructure that will serve the Project; and,

WHEREAS, Developer is required, as a condition of development of the Project **[reference condition of approval and the relevant ordinance or resolution number]**, to construct or cause to be constructed the facilities and improvements described in **Exhibit “A”** hereto, which are included within the improvement plans titled **[list Name of Improvement Plan Set]**, dated **[list Date of Improvement Plan Set]** (hereinafter the “Facilities”); and

WHEREAS, on ________ __, 20__, the City Council of City of Roseville adopted Ordinance No. ________ which approved the Sierra Vista Infrastructure Fee Program (the “SV Fee Program”); implemented fees to pay for a variety of public lands and public facilities (the “SV Fees”), including the Facilities; and set forth policies associated with fee credits and reimbursements within the Sierra Vista Specific Plan (“SVSP”) area. The SV Fee related to the construction of the Facilities is referred to herein as the “SV Infrastructure Fee; and

WHEREAS, City has agreed to allow Developer to execute a contract to design and construct the Facilities; and

WHEREAS, Developer has entered into a contract with (*name of Contractor*) for construction of the Facilities (the “Construction Contract”); and

WHEREAS, City and Developer desire to enter into an agreement to provide for allowable credits and reimbursements by the City to Developer for certain costs of design and construction of the Facilities; and

WHEREAS, this Agreement will not apportion the credits granted herein to any particular real property. Such apportionment shall be accomplished at Developer’s discretion as described herein;

NOW, THERFORE, in consideration of the mutual promises contained herein, City and Developer agree as follows:

SECTION 1. DEFINITIONS

All capitalized terms used herein, including, but not limited to the definition of the "Administrator", shall have the meaning described thereto in the Ordinance.

SECTION 2. CONSTRUCTION OF FACILITIES

Developer shall complete construction of the Facilities in accordance with the plans and specifications approved by City staff, and in accordance with City improvement standards and this Agreement. Developer understands and acknowledges that the terms and conditions contained in any contract that Developer has or may execute with any contractors or material suppliers regarding the construction of the Facilities have no force or effect upon this Agreement.

SECTION 3 BONDS

Developer has posted performance bonds for the Facilities in favor of the City in an amount and form acceptable to the City.

SECTION 4. ALLOWABLE CREDIT/REIMBURSEMENT

The City shall credit/reimburse the Developer for all amounts spent, or authorized to be spent, in connection with the planning, financing, acquisition and development of a public facility or infrastructure, based upon the price included in the Construction Contract, (hereinafter the "Contract Costs"), plus an allowance for storm water pollution prevention monitoring & management, engineering, inspection, testing, surveying and bonding (hereinafter the "Soft Costs") determined by multiplying the Contract Costs for the Facilities, including traffic control, staging and storm water pollution prevention implementation measures that qualify for credit/reimbursement (as determined by the City Engineer), by twenty percent (20%), subject to the final "true up" as described in Section 7 hereof.

SECTION 5. LIMITATION ON FEE CREDITS

Notwithstanding Section 4 above, the amount of fee credits granted to Developer pursuant to this Agreement shall not exceed the amount of SV Infrastructure Fees due from the Developer arising out of the Project based upon the approved small lot tentative subdivision map for the Project (the "SV Infrastructure Fee Obligation"). If the amount of credit/reimbursement from Section 4 exceeds the SV Infrastructure Fee Obligation of the Developer for the Project, the remaining balance shall be paid as a reimbursement to Developer pursuant to the procedures set forth in Section 6 below. City and Developer agree that the amount of fee credits granted to Developer hereunder, and the amount of reimbursement owed to Developer hereunder, if any, shall be as set forth on Exhibit B hereto and made a part hereof, subject to the final "true up" as described in Section 7 hereof.

No credits shall be available for the Administrative Fee and the City Park Land Fee and such Fees shall be due and payable at such time as the Developer, or its successors or assigns, are issued building permits.

SECTION 6. <u>REIMBURSEMENTS</u>

If, pursuant to Section 5 above, Developer is owed a reimbursement for any costs of the Facilities, the priority of such reimbursement shall be on a "First-in, First-out" basis ("FIFO") as described in the SV Fee Program. Reimbursements shall be paid by the City as fee revenues are collected within the SV Fee Program area; such payments shall be made by the City at least quarterly throughout the year as funds become available. Notwithstanding the foregoing, the obligation arising from the agreement is not a debt of the City, nor a legal or equitable pledge, charge, lien, or encumbrance, upon any of its property, or upon any of its income, receipts, or revenues, and is payable only from the SV Infrastructure Fees deposited in the SV Fee Program.

SECTION 7. <u>"TRUE UP" OF CREDIT/REIMBURSEMENT</u>

The final determination of actual Contract Costs upon which Credit/Reimbursement amounts shall be determined shall be based on the unit bid prices set forth in the Construction Contract multiplied by the actual installed quantities as approved by the City. For construction change orders to be given consideration for reimbursement, the Developer must:

- Present the change order request and estimated cost along with supporting information to City.

- Fully document any work performed under a change order to verify all associated costs.

Failure to comply with any of these procedures may result in the ineligibility of the requested change order for credit/reimbursement.

In order to secure final credit and/or commitment for reimbursement, Developer shall provide the following items to the City in order for the City to determine the actual construction costs for the Facilities that qualify for credit/reimbursement:

(1) Copies of the original Construction Contract and any change orders that have been agreed to by the Developer, contractor, and the City. The portion of each change order associated with the Facilities must be itemized separately;

(2) Copies of all invoices, with unconditional lien releases, submitted by the contractor;

(3) Copies of all checks issued by the Developer with related invoices indicated;

(4) A summary tabulation of all contractor invoices and Developer payments; and

(5) Prevailing Wage Certification.

If, when the final reconciliation of construction costs for the Facilities is conducted by the Administrator, the actual construction costs for any of the Facilities exceeds the Contract Costs for such Facilities, the Administrator shall review items (1) through (4) above and determine if the actual costs that will serve as the basis for determination of the amount of Credit/Reimbursement owed to the Developer should be increased above the amount described in Exhibit B of this Agreement. The City Engineer in consultation with the Administrator shall determine how much of the actual construction costs should be included in an increase to the Contract Costs.

SECTION 8. APPLICATION OF FEE CREDIT

Fee credits provided pursuant to this Agreement are personal to Developer and are not limited to the Project. Fee Credits may be applied by Developer to any property located in the SVSP, upon request of the Developer, in accordance with the form attached hereto as **Exhibit "C."** Such fee credits shall only apply to the SV Infrastructure Fees within the SV Fee Program.

SECTION 9. DISCLOSURE RE TIMING OF PAYMENT OF INFRASTRUCTURE FEES

As of the Effective Date of this Agreement, there [______ ARE] [______ ARE NO] *[check applicable blank]* outstanding fee reimbursements (**"Outstanding Fee Reimbursements"**) payable to other developers under other credit/reimbursement agreements with the City for improvements within the SVSP. Accordingly, if the final small-lot subdivision map for the Project (the **"Final Project Map"**) is being recorded as of the Effective Date of this Agreement, Developer acknowledges that:

_______ Because there are Outstanding Fee Reimbursements, the Infrastructure Fees for the Project will need to be paid for all the lots within the Project upon recordation of the Final Project Map.

_______ Because there are no Outstanding Fee Reimbursements, the Infrastructure Fees for the Project will not be required to be paid upon recordation of the Final Project Map, but will be required to be paid upon issuance of each building permit for the lots within the Project.

If the Final Project Map is not being recorded as of the Effective Date, then the timing for payment of the Infrastructure Fees for the Project may be contingent on whether Outstanding Fee Reimbursements exist as of the recordation of the Final Project Map. The amount of such Infrastructure Fees to be paid by Developer may be reduced by Developer's election to apply Fee Credits against such Fees in accordance with Section 8 above.

SECTION 10. TRANSFER OF FEE CREDITS/REIMBURSEMENTS

Fee credits/reimbursements granted to Developer pursuant to this Agreement may be transferred to other owners, builders, or developers. To effect such a transfer, Developer shall submit a completed form to the Administrator and the City in substantially the same format as set forth in **Exhibit "D"** that will (i) reference this Agreement; (ii) identify the Developer and assignee if credits or reimbursements are being assigned to a builder or other party; and (iii) identify the fee credit or fee reimbursement balance before and after the transfer. The form must be signed by the Developer, its Assignee, and the Administrator, and an executed copy of the form shall be kept on file.

SECTION 11. INSPECTION

City shall, at all times, upon reasonable advance notice, have access to the construction site during construction of the Facilities and Developer shall furnish City with all reasonable information necessary for ascertaining full knowledge of the Facilities with respect to the progress, workmanship, and character of materials and equipment used and employed in the work.

Whenever the contractors retained by Developer vary the normal period during which work or any portion of it is carried out on each day, Developer shall give timely notice to the City so that the City's representative may, if he or she wishes, be present to observe the work in progress. If Developer fails to give such timely notice, any work done in the absence of the City representative will be subject to rejection. Developer shall give timely notice to the City in advance of backfilling or otherwise covering any part of the work so that the City's representative may, if he or she wishes, observe the work before it is concealed.

Observation of the work by the City shall not relieve Developer of any of its obligations to complete construction in accordance with the plans and specifications approved by the City Engineer.

SECTION 12. <u>PREVAILING WAGES</u>

Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Agreement shall be paid to all workers, laborers, and mechanics employed in the execution of said work by Developer's contractor, or by any subcontractor doing or contracting to do any part of said work. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at the office of, the City Clerk.

Developer shall require its contractor to post, at each jobsite, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

SECTION 13. <u>INSURANCE</u>

Developer shall require its contractor to carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, Workers' Compensation and Builders' Risk Insurance as required by the improvement plan specifications for the Facilities. The contractor shall name the City as an additional insured.

SECTION 14. <u>ACCEPTANCE AND CONVEYANCE OF FACILITIES</u>

Once Developer has completed construction of the Facilities and the Facilities are accepted and deemed satisfactory by the City, the Facilities automatically become the property of the City. Developer shall take any and all actions necessary to convey and vest full, complete and clear title in said Facilities to the City. [THIS SECTION TO BE ELIMINATED IN THE CASE OF FACILITIES THAT ARE TO BE OWNED BY OTHER JURISDICTIONS]

SECTION 15. <u>LIENS, CLAIMS, AND ENCUMBRANCES</u>

Notwithstanding any other provision or term of this Agreement, the City shall have no obligation to apply credits/reimbursements after final acceptances for the Facilities until Developer has cleared any and all liens, claims and encumbrances from said facility, and provided the required guarantee documentation, guarantee, and assurance in writing, to the satisfaction of the City.

SECTION 16. <u>DELIVERY OF AS-BUILT PLANS AND SPECIFICATIONS</u>

Prior to acceptance of the Facilities by City, Developer shall deliver to City copies of all as-built plans (if any), specifications, operating manuals, service manuals, warranties and other documents relating to the design, construction, and operation of the Facilities described in this Agreement.

SECTION 17. <u>INDEMNIFICATION</u>

The Developer, by execution of this Agreement, specifically agrees to assume the defense of, indemnify and hold harmless City and its elected representatives, officers, employees, agents and consultants (the "Indemnitees"), from and against all liabilities, actions, damages, claims, losses, or expenses of every type and description, including attorneys' and consultants' fees and expenses, (collectively, "Liabilities"), to which they may be subjected or put, by reason of or resulting from the design, construction, or installation of the Facilities, except to the extent the Liabilities arise from the sole negligence, active negligence, or willful misconduct of City and/or the Indemnitees. This indemnification shall extend to Liabilities occurring after this Agreement is terminated as well as while it is in force. Notwithstanding the foregoing, following the acceptance of the improvements by City, or if there is an applicable warranty, following the end of any applicable warranty period, the Developer shall not be obligated to indemnify the Indemnitees for Liabilities to the extent that such Liabilities arise from Indemnitees' active or passive negligence.

SECTION 18. <u>THIRD PARTY LIABILITY</u>

City does not assume any liability, duty or obligation to Developer's contractors, subcontractors or agents by execution or performance of this Agreement and no contractors, subcontractors, agents or any parties are third party beneficiaries of this Agreement.

SECTION 19. <u>WARRANTY</u>

Developer hereby warrants the Facilities as to materials, design and workmanship and should any failure of the Facilities or any parts thereof occur within a period of one (1) year after final acceptance by City, Developer shall promptly cause the needed repairs to be made without any expense or cost to the City. Final acceptance shall be deemed to have occurred under this Agreement when the Facilities have been accepted by the City and may be placed into service. City shall provide written notification to Developer of final acceptance by the City.

City is hereby authorized to make repairs if Developer fails to make, or undertake with due diligence, the aforesaid repairs within twenty (20) days after it is given written notice of such failure. In case of emergency, where in the opinion of the City Engineer delay may cause serious hazard to the public, the necessary repairs may be made by the City without prior notice to Developer. In all cases of failure within the warranty period where the City has taken action in accordance with this paragraph, Developer shall reimburse City for any and all costs or expenses, direct or indirect, incurred by the City.

SECTION 20. BINDING ON SUCCESSORS AND ASSIGNS

Each and every provision of this Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto, in the same manner as if such parties had been expressly named herein.

SECTION 21. ATTORNEY'S FEES

If any suit, action or proceeding in law or equity is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable costs and attorneys' fees.

SECTION 22. AUTHORITY TO ENTER INTO AGREEMENT

Developer and City certify that they are legally empowered to enter into this Agreement.

SECTION 23. NOTICES

Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally (FedEx and similar services, each of which is hereinafter called an "Express Courier," shall be considered to be personal service) or by telephone facsimile or other electronic transmission (provided that the sender of a telephone facsimile or other electronic transmission has received confirmation of successful transmission by the sending fax machine), and upon receipt, if mailed to the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, return receipt requested, and properly addressed as follows:

(a) If to City:

City of Roseville
Attn: City Engineer
311 Vernon Street
Roseville, CA 95678
Telephone: (916) ___________
Facsimile: (916) __________

(b) If to Developer:

[fill in notice information for Developer]

Either party may change its mailing address at any time by giving written notice of such changes to the other party in the manner provided herein.

SECTION 24. NOTICE OF CONTRACTORS

Developer shall provide a copy of this Agreement to any contractors, subcontractors, or other parties performing work on the Facilities, prior to commencement of construction by said party.

SECTION 25. TERM

The term of this Agreement shall start on the day and year duly executed by all parties and shall remain in effect until all the terms and conditions contained in this Agreement have been satisfied.

SECTION 26. SEVERABILITY

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

SECTION 27. CONFLICTS

This agreement is intended to implement and be consistent with the requirements of Ordinance No. __________. Therefore, in the event of any conflicts between Ordinance ____________ and this Agreement, the requirements of the Ordinance shall prevail and control.

SECTION 28. EXHIBITS

The Exhibits attached hereto are hereby incorporated herein by this reference.

SECTION 29. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the parties regarding the subject matter hereof. The Agreement may be amended only by writing executed by both parties.

SECTION 30. EFFECTIVE DATE

The City's execution of this Agreement shall be contingent upon confirmation by the City that (i) a contract has been properly bid and entered into for construction of the Facilities, (ii) performance and payment bonds have been posted in form and amount required by the City, and (iii) a Notice to Proceed has been given to the contractor for the Facilities. Upon execution of this Agreement by the City, the City shall insert the date of such execution in the Preamble to this Agreement, which date shall serve as the Effective Date hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above-written.

CITY:

CITY OF ROSEVILLE,
a municipal corporation

____
By: ______________________________________
Its: City Manager

ATTEST:

____
By: ______________________________________
Its: City Clerk

APPROVED AS TO FORM:

____
By: ______________________________________
Its: City Attorney

DEVELOPER:

(INSERT DEVELOPER SIGNATURE BLOCK)

____
a ______________________________________

By:______________________________________
Name:___________________________________
Title:____________________________________
Date:______________________

EXHIBIT "A"

IDENTIFICATION OF FACILITIES

(to be attached)

EXHIBIT "B"

IDENTIFICATION OF CREDITS AND REIMBURSEMENTS

SIERRA VISTA INFRASTRUCTURE FEE PROGRAM

[Insert Name of Developer Here]

[List Faciliity Here]

Date of Agreement: _______________, 20___

SV Infrastructure Fee Credits: $______________________

SV Infrastructure Fee Reimbursements: $______________________

EXHIBIT "C"

FORM OR CERTIFICATE OF APPLICATION OF SIERRA VISTA INFRASTRUCTURE FEE CREDITS

The undersigned Developer, as the holder of certain Sierra Vista Infrastructure Fee Credits related to the Credit / Reimbursement Agreement between Developer and the City of Roseville, dated _____________________ (the "Agreement"), hereby elects to apply the amount of Fee Credits indicated below as a credit against the Infrastructure Fee otherwise payable in connection with the recordation of a small-lot subdivision map or issuance of building permit(s) for development of the property within the Sierra Vista Specific Plan described below:

Developer's Legal Name: ____

Project Name: ____

Amount of Applied Fee Credits: $_________________

Fee Credit Balance Available under Agreement Before Application: $_________________

Fee Credit Balance Available under Agreement After Application: $_________________

APPROVED: Administrator: _______________________________

DEVELOPER:

____

a ___________________________________

By:__________________________________

Name:_______________________________

Title:________________________________

Date:____________________

EXHIBIT “D”

FORM OF CERTIFICATE OF ASSIGNMENT AND TRANSFER OF SIERRA VISTA INFRASTRUCTURE FEE CREDIT

The undersigned Developer,as the holder of certain Sierra Vista Infrastructure Fee Credits related to the Credit / Reimbursement Agreement between Developer and the City of Roseville, dated ____________________ (the “Agreement”), hereby assigns, transfers and conveys to the undersigned Assignee the amount of Sierra Vista Infrastructure Fee Credits as indicated below:

Developer’s Legal Name: ____

Assignee’s Legal Name: ____

Amount of Assigned Fee Credits: $________________

Fee Credit Balance Available under Agreement Before Transfer: $________________

Fee Credit Balance Available under Agreement After Transfer: $________________

APPROVED: Administrator: ____________________________

DEVELOPER:

____
a ________________________________

By:________________________________
Name:______________________________
Title:_______________________________
Date:___________________

Developer Contact:

Name:______________________________
Address:____________________________
____
Telephone:______________
Facsimile:_______________
E-Mail:__________________

ASSIGNEE/HOME BUILDER:

____
a ________________________________

By: _______________________________
Name:______________________________
Title:_______________________________
Date:___________________

Assignee/Home Builder Contact:

Name:______________________________
Address:____________________________
____
Telephone:______________
Facsimile:_______________
E-Mail:__________________

SCHEDULE JJ-5

OWNER PERCENTAGES BY IMPROVEMENT FOR THIRD PARTY REIMBURSEMENTS

Owner	Water	Sewer	Recycled Water	Planning/ Environmental
CGB	7.56%	10.62%	7.56%	5.0%
Conley	8.10%	7.32%	8.10%	8.6%
DF Properties	10.36%	8.64%	10.36%	9.8%
Frederico	27.64%	28.96%	27.64%	31.1%
JMC	17.79%	17.72%	17.79%	17.4%
AKT	28.55%	26.73%	28.55%	28.1%
Total	100%	100%	100%	100%

Note: Allocations of Water, Sewer and Recycled Water based on Relative EDUs for Owners' Properties for the applicable Improvement Categories; Allocation of Planning/Environmental based on Relative Gross Acreage

APPENDIX H:

SVSP Fee Credit and
Reimbursement Agreement (Template)

CITY OF ROSEVILLE
SIERRA VISTA SPECIFIC PLAN
INFRASTRUCTURE FEE PROGRAM
INFRASTRUCTURE FEE CREDIT/FEE REIMBURSEMENT AGREEMENT

[LIST DEVELOPER HERE]
[LIST FACILITY HERE]

This Credit/Reimbursement Agreement (the "Agreement") is entered into by and between the City of Roseville, a municipal corporation, (hereinafter the "City") and **[list developer here, including form of entity]**, and/or its successors in interest, (hereinafter the "Developer") as of the ____ day of _____________ 20__ (the **"Effective Date"**).

RECITALS

WHEREAS, Developer is the underlying owner of or has legal interest in certain real property under development within the City of Roseville, known as the **[list name of development]** (the "Project") located within the Sierra Vista Specific Plan ("SVSP"), as shown in Figure "A," attached hereto and incorporated herein by this reference; and

WHEREAS, Developer will be developing the Project, including all necessary backbone infrastructure that will serve the Project; and

WHEREAS, on April 20, 2011, the City Council of the City of Roseville adopted Ordinance No. 4932 which added Chapter 4.47 to Title 4 of the Roseville Municipal Code relating to the Sierra Vista Infrastructure Fee Program (the "SV Fee Program"); implemented fees to pay for a variety of public lands and public facilities (the "SV Fees"); and set forth policies associated with Infrastructure Fee Credits (as defined below) and Fee Reimbursements (as defined below) within the Sierra Vista Specific Plan ("SVSP") area. The SV Fee related to the construction of the Facilities (as defined below) is referred to herein as the "SV Infrastructure Fee"; and

WHEREAS, pursuant to the applicable Development Agreement ("DA") for the SVSP, Developer is required, as a condition of development of the Project, to construct or cause to be constructed those SV Fee Program eligible facilities and improvements shown on Exhibit "A" and described in Exhibit "B" attached hereto, which are included within the City approved improvement plans titled **[list Name of Improvement Plan Set]**, dated **[list Date of Improvement Plan Set]** (hereinafter the "Facilities"); and

WHEREAS, Developer has entered into a contract with (***name of Contractor***) for construction of the Facilities (the "Construction Contract"); and

WHEREAS, the total cost of the design and construction of the Facilities as estimated using current prevailing wages and in accordance with the Improvement Plans is estimated as approximately____ ($____________) ("Facility Improvement Costs"), as more particularly set out in the estimation of costs ("Estimated Eligible Facility Costs"), Exhibit "C," attached hereto and incorporated herein by this reference; and

WHEREAS, City and Developer desire to enter into an agreement to provide for allowable Infrastructure Fee Credits and/or Fee Reimbursements by the City to Developer for certain costs of design and construction of the Facilities; and

WHEREAS, this Agreement will not apportion the Infrastructure Fee Credits granted herein to any particular real property. Such apportionment shall be accomplished at Developer's discretion as described herein;

NOW, THERFORE, in consideration of the mutual promises contained herein, City and Developer agree as follows:

SECTION 1. DEFINITIONS

All capitalized terms used herein, including, but not limited to the definition of the "Administrator", shall have the meaning described thereto in the Ordinance.

SECTION 2. CONSTRUCTION OF FACILITIES

Developer shall cause the construction of the Facilities in accordance with the plans and specifications accepted by City staff, and in accordance with City improvement standards and this Agreement. Developer understands and acknowledges that the terms and conditions contained in any contract that Developer has or may execute with any contractors or material suppliers regarding the construction of the Facilities have no force or effect upon this Agreement.

SECTION 3. PERMITS

Developer shall be responsible for obtaining all necessary permits.

SECTION 4. PRIOR TO COMMENCEMENT OF WORK

Prior to commencement of work on the Project, Developer shall comply with the following: (1) obtain pre-approval from City of Developer's construction documents; (2) cause its contractor to obtain an encroachment permit from City prior to commencement of construction activities in City's right of way (and adjacent thereto); and (3) cause its contractor to provide insurance and related documentation to City in accordance with Section 17 of this Agreement.

SECTION 5. BONDS

Prior to commencement of work on the Project, Developer shall post, or cause its contractor to post, performance and payment bonds for the Facilities in favor of the City in an amount and form acceptable to the City. City acknowledges that performance and payment bonds posted and accepted by the City in connection with any community facilities district acquisition agreement with Developer for the Facilities will be acceptable to the City for this Agreement as well. In addition, prior to City acceptance of the completed Facilities, Developer shall post, or cause its contractor to post, a warranty bond in the amount of ten percent (10%) of the Facility Improvement Costs.

SECTION 6. REIMBURSEMENT/CREDIT OF THE COSTS FOR FACILITIES

In consideration of the satisfactory completion of the Facilities as specified in Exhibits "A" through "C," City shall reimburse or credit Developer for the Facility Improvement Costs, with funds collected within the SVSP Infrastructure Mitigation Fee account, in accordance with the terms hereof (the ''Reimbursable Costs''). City and Developer acknowledge that the actual Reimbursable Costs may vary from the estimated costs, depending upon the actual costs of constructing and installing the Facilities. Any variation in costs shall be agreed to and/or resolved by the parties as provided in Section 18 below.

The Reimbursable Costs shall include the contract bid amount for the Facilities as reflected on Exhibit "C" and reasonable change orders, as approved by the City.

SECTION 7. <u>ALLOWABLE FEE CREDIT/REIMBURSEMENT</u>

In consideration of the satisfactory completion of the Facilities as specified in Exhibits "A" through "C," the City shall credit/reimburse the Developer for all amounts spent, or authorized to be spent, in connection with the planning, financing, acquisition and development of the Facilities, based upon the Eligible Hard Costs thereof, as approved by the Administrator in consultation with the City Engineer, plus an allowance for Soft Costs equal to twenty percent (20%) of the Eligible Hard Costs. The Infrastructure Fee Credits hereunder shall be available upon full execution of this Agreement and the posting of the performance and payment bonds, or other acceptable security, required above. Fee Reimbursements for the Facilities shall be payable to Developer only after satisfactory completion thereof by Developer and City acceptance thereof.

"Hard Costs" shall consist of the costs of (i) construction of the Facilities, based on the price included in the Construction Contract for the construction of the Facilities, and (ii) traffic control, staging and storm water pollution prevention implementation measures (i.e., structural BMPs) related to such construction. Hard Costs shall include the costs of any changes in scope or standards required by the City during the course of construction thereof that are added to the Construction Contract. Hard Costs shall also include the cost for any materials that exceeded the minimum specifications required by the City, so long as the bid for the contract clearly describes the allowed minimum specification. "Eligible Hard Costs" means all of the Hard Costs incurred by the Developer to construct the Facilities, except to the extent the Administrator excludes costs found to be commercially unreasonable. "Soft Costs" include the costs of storm water pollution prevention monitoring & management (i.e., non-structural BMPs), engineering, inspection, testing, surveying and bonding related to the construction of the Facilities; in consideration of the foregoing 20% allowance for Soft Costs based on the Eligible Hard Costs, Developer shall not be obligated to provide contracts, invoices or any other form of documentation to substantiate the actual amount of Soft Costs incurred, nor shall Developer be allowed to request a greater amount due to actual Soft Costs exceeding this fixed-percentage allowance. The amount of such Infrastructure Fee Credits, subject to the limitation set forth in Section 8 below, and subject to the final "true up" as described in Section 10 below, shall be set forth on Exhibit "D" upon execution of this Agreement.

In the event of any disagreement between the Developer and the City on the initial calculation of these Infrastructure Fee Credits, if all other conditions to the entry of this Agreement have been satisfied, the Developer may elect to enter this Agreement without having the amount of Infrastructure Fee Credits resolved and listed on Exhibit "D" (or having only the undisputed amount listed thereon). In such case, Developer's right to use any Infrastructure Fee Credits (or disputed amount) hereunder will be deferred until such disagreement is resolved by the Developer and Administrator. The parties shall meet and confer to resolve any such dispute within sixty (60) calendar days of the entry of this Agreement pursuant to Section 18 below. Pending the resolution of any such dispute, the Project will pay any and all required SV Infrastructure Fees (except as may be offset by Infrastructure Fee Credits assigned thereto pursuant to other fee credit agreements) and Developer may request that the City retain any SV Infrastructure Fees paid by the Project after the Effective Date of this Agreement for potential refund upon resolution of such Infrastructure Fee Credit dispute. The amount of SV Infrastructure Fees that may be retained pending resolution of any Infrastructure Fee Credit dispute shall not exceed the maximum amount of Infrastructure Fee Credits that could be allocated to Developer hereunder, as may be limited by Section 8 below. Upon resolution of any Infrastructure Fee Credit dispute, the amount of Infrastructure Fee Credits allowed hereunder, as may be limited by Section 8, shall be completed on Exhibit "D." Developer shall then have fifteen (15) calendar days after receipt of the completed Exhibit "D" to retroactively apply such Infrastructure Fee Credits to the Project and obtain an equivalent refund of SV Infrastructure Fees that were collected and retained from the Project after the effective date of this Agreement pending the resolution of the Infrastructure Fee Credit dispute. If Developer does not elect within such time to have any of the Infrastructure Fee Credits applied to the Project in order to receive an equivalent refund of SV Infrastructure Fees, then the SV Infrastructure Fees previously collected and retained from the Project shall be deposited into the SV Fee Program and no longer restrained by this Agreement.

SECTION 8. LIMITATION ON AND ANNUAL ADJUSTMENTS TO INFRASTRUCTURE FEE CREDITS

Notwithstanding Section 7 above, the amount of fee credits granted to Developer pursuant to this Agreement (the "Infrastructure Fee Credits") shall not exceed the amount of SV Infrastructure Fees due from the Developer arising out of the Project based upon the approved small lot tentative subdivision map for the Project (the "SV Infrastructure Fee Obligation"). If the amount of Infrastructure Fee Credit/Fee Reimbursement from Section 7, when aggregated with any Infrastructure Fee Credits previously issued to Developer pursuant to any other fee credit agreements, exceeds the SV Infrastructure Fee Obligation of the Developer for the Project, the remaining balance shall be paid as a reimbursement to Developer pursuant to the procedures set forth in Section 9 below (the "Fee Reimbursement").

City and Developer agree that the amount of Infrastructure Fee Credits granted to Developer hereunder, and the amount of the Fee Reimbursement owed to Developer hereunder, if any, shall be as set forth on Exhibit "D" hereto and made a part hereof, subject to the final "true up" as described in Section 10 hereof. As provided in the SV Fee Program, on each Annual Adjustment Date after the Effective Date, the amount of the Infrastructure Fee Credits shall be adjusted, up or down, by the annual change in the Engineering News Record Construction Cost Index or comparable index (the "CCI"), provided any such downward adjustment shall not go below the actual cost of the Facilities, as approved by the City. If the Effective Date of this Agreement occurs in June of any calendar year, then such CCI adjustment shall not be made until the Annual Adjustment Date for the following calendar year.

No fee credits shall be available for the Administrative Fee and the City Park Land Fee and such fees shall be due and payable at such time as the Developer, or its successors or assigns, are issued building permits.

SECTION 9. FEE REIMBURSEMENTS

If, pursuant to Section 8 above, Developer is owed a Fee Reimbursement for any costs of the Facilities, the priority of payment of such Fee Reimbursement shall be on a "First-in, First-out" basis ("FIFO") as described in the SV Fee Program. Such Fee Reimbursement shall be paid to Developer when the Facilities are complete and accepted for ownership by the City ("Completion").

The Fee Reimbursement, if any, shall be paid by the City as fee revenues are collected within the SV Fee Program area. After Completion of the Facilities, such payments shall be made by the City at least quarterly throughout the year as funds become available. Prior to such Completion, if the Fee Reimbursement hereunder is eligible for payment on a FIFO basis subject only to Completion of the Facilities (including acceptance thereof by the City), then fee revenues collected within the SV Fee Program area, up to the outstanding amount of the Fee Reimbursement, shall be held by the City in reserve for payment of the Fee Reimbursement pending Completion of the Facilities.

In accordance with the SV Fee Program, any Fee Reimbursement shall accrue interest thereon at the simple rate of Four Percent (4%) per annum, commencing as of the Effective Date of this Agreement and continuing until the Fee Reimbursement is paid in full. The amount of such accrued interest shall be adjusted in accordance with any adjustment to the amount of the Fee Reimbursement pursuant to the "true up" provisions of Section 10 below. Payments of the Fee Reimbursement shall be credited first against accrued interest, and then against the principal amount of the Fee Reimbursement.

The obligation arising from this Agreement is not a debt of the City, nor a legal or equitable pledge, charge, lien, or encumbrance, upon any of its property, or upon any of its income, receipts, or revenues, and is payable only from the SV Infrastructure Fees deposited in the SV Fee Program.

SECTION 10. <u>"TRUE UP" OF INFRASTRUCTURE FEE CREDIT/FEE REIMBURSEMENT</u>

Upon Completion of the Facilities, the final determination of actual Eligible Hard Costs upon which Infrastructure Fee Credit/Fee Reimbursement amounts are based shall be determined by the Administrator, in consultation with the City Engineer, based on documentation thereof provided by Developer to the Administrator's and City Engineer's reasonable satisfaction. For construction change orders to be given consideration for Fee Reimbursement, the Developer must:

- Present the change order request and estimated cost along with supporting information to City upon Completion of the Facilities.

- Fully document any work performed under a change order to verify all associated costs.

Failure to comply with any of these procedures may result in the ineligibility of the requested change order for Infrastructure Fee Credit/Fee Reimbursement.

In order to secure final Infrastructure Fee Credit and/or commitment for Fee Reimbursement, Developer shall provide the following items to the Administrator upon Completion of the Facilities in order for the City to determine the actual Eligible Hard Costs incurred by Developer for the Facilities that qualify for Infrastructure Fee Credits/Fee Reimbursement:

(1) Copies of the original Construction Contract and any change orders that have been agreed to by the Developer, contractor, and the City. The portion of each change order associated with the Facilities must be itemized separately;

(2) Copies of all invoices and certified payroll records, with unconditional lien releases, submitted by the contractor;

(3) Copies of all checks issued by the Developer with related invoices indicated;

(4) A summary tabulation of all contractor invoices and Developer payments; and

If, when the final reconciliation of Eligible Hard Costs for the Facilities is conducted by the Administrator, the actual Eligible Hard Costs for the Facilities, together with the 20% allowance for Soft Costs, exceeds the amount of Infrastructure Fee Credits/Fee Reimbursements initially provided hereunder, the Administrator shall review items (1) through (4) above and determine if the actual Eligible Hard Costs that will serve as the basis for determination of the amount of the Infrastructure Fee Credits/Fee Reimbursements due or owed to the Developer should be increased above the amount described in Exhibit "D" of this Agreement. The Administrator, in consultation with the City Engineer, shall determine how much of the actual construction costs should be included in any increase to the Eligible Hard Costs.

If the final reconciliation determines that total Eligible Hard Costs of the Facilities, together with the 20% allowance for Soft Costs, is less than the amount of Infrastructure Fee Credits/Fee Reimbursements initially provided hereunder, the Administrator shall notify the City that the Developer is required to first reduce the amount of any Fee Reimbursement and then relinquish the amount of the unused Infrastructure Fee Credits comprising any remaining difference. If and to the extent any Infrastructure Fee Credits have been used in excess of such adjustment, Developer, or Developer's assigns, shall repay such excess in cash, within thirty (30) calendar days of receipt of notice from the Administrator of the amount to be repaid.

SECTION 11. <u>APPLICATION OF INFRASTRUCTURE FEE CREDITS</u>

Infrastructure Fee Credits provided pursuant to this Agreement are personal to Developer and are not limited to the Project. Infrastructure Fee Credits may be applied by Developer to any property located in the SVSP, upon request of the Developer, in accordance with the form attached hereto as Exhibit "E." Such Infrastructure Fee Credits shall only apply to the SV Infrastructure Fees within the SV Fee Program.

SECTION 12. <u>DISCLOSURE RE TIMING OF PAYMENT OF INFRASTRUCTURE FEES</u>

As of the Effective Date of this Agreement, there [______ ARE] [______ ARE NO] *[check applicable blank]* outstanding fee reimbursements (**"Outstanding Fee Reimbursements"**) payable to other developers under other fee credit/fee reimbursement agreements with the City for improvements within the SVSP. Accordingly, if the final small lot subdivision map for the Project (the **"Final Project Map"**) is being recorded as of the Effective Date of this Agreement, Developer acknowledges that:

_______ Because there are Outstanding Fee Reimbursements, the Infrastructure Fees for the Project will need to be paid for all the lots within the Project upon recordation of the Final Project Map.

_______ Because there are no Outstanding Fee Reimbursements, the Infrastructure Fees for the Project will not be required to be paid upon recordation of the Final Project Map, but will be required to be paid upon issuance of each building permit for the lots within the Project.

If the Final Project Map is not being recorded as of the Effective Date, then the timing for payment of the SV Infrastructure Fees for the Project may be contingent on whether

Outstanding Fee Reimbursements exist as of the recordation of the Final Project Map. The amount of such SV Infrastructure Fees to be paid by Developer may be reduced by Developer's election to apply Infrastructure Fee Credits against such SV Fees in accordance with Section 11 above.

SECTION 13. TRANSFER OF INFRASTRUCTURE FEE CREDITS/FEE REIMBURSEMENTS

Infrastructure Fee Credits/Fee Reimbursements granted to Developer pursuant to this Agreement may be transferred to other owners, builders, or developers. To effect such a transfer, Developer shall submit a completed form to the Administrator and the City in substantially the same format as set forth in Exhibit "F" that will (i) reference this Agreement; (ii) identify the Developer and assignee if Infrastructure Fee Credits or Fee Reimbursements are being assigned to a builder or other party; and (iii) identify the Infrastructure Fee Credit or Fee Reimbursement balance before and after the transfer. The form must be signed by the Developer, its Assignee, and the Administrator, and an executed copy of the form shall be kept on file. The parties acknowledge that, except in the limited case where a Fee Reimbursement is in first priority for payment, Fee Reimbursements generally may not be converted to be used as Infrastructure Fee Credits by the Assignee of such Fee Reimbursements.

SECTION 14. INSPECTION

City shall, at all times, upon reasonable advance notice, have access to the construction site during construction of the Facilities and Developer shall furnish City with all reasonable information necessary for ascertaining full knowledge of the Facilities with respect to the progress, workmanship, and character of materials and equipment used and employed in the work.

Whenever the contractors retained by Developer vary the normal period during which work or any portion of it is carried out on each day, Developer shall give timely notice to the City so that the City's representative may, if he or she wishes, be present to observe the work in progress. If Developer fails to give such timely notice, any work done in the absence of the City representative will be subject to rejection. Developer shall give timely notice to the City in advance of backfilling or otherwise covering any part of the work so that the City's representative may, if he or she wishes, observe the work before it is concealed.

Observation of the work by the City shall not relieve Developer of any of its obligations to complete construction in accordance with the plans and specifications approved by the City Engineer.

SECTION 15. PREVAILING WAGES

Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Agreement shall be paid to all workers, laborers, and mechanics employed in the execution of said work by Developer's contractor, or by any subcontractor doing or contracting to do any part of said work. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at the office of, the City Clerk.

Developer shall require its contractor to post, at each jobsite, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

SECTION 16. <u>CONTRACTOR REGISTRATION</u>

No contractor or subcontractor may be listed on a bid proposal for construction of the Facilities or work on construction of the Facilities unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. Developer shall be responsible for ensuring that these contractor registration requirements are adhered to.

SECTION 17. <u>INSURANCE</u>

Developer shall require its contractor to carry and maintain during the life of this Agreement, commercial general liability, property damage and contractual liability, auto, Workers' Compensation and Builders' Risk Insurance as follows:

POLICY	LIMITS OF LIABILITY
Commercial General Liability, Including endorsements for comprehensive form, premises operations, products/completed operations, broad form property damage, independent contractors, contractual, personal injury, explosion/collapse and underground hazard	Bodily Injury: $5,000,000 each occurrence $10,000,000 aggregate Property Damage: $5,000,000 each occurrence Personal Injury: $5,000,000 each occurrence $10,000,000 aggregate
Workers' Compensation	Statutory
Automobile Liability	$1,000,000 combined single limit

The contractor shall name the City as an additional insured and adhere to any additional insurance requirements required by the City's Risk Manager.

SECTION 18. <u>APPEALS/DISPUTE RESOLUTION</u>

Developer may appeal any final determination by the Administrator to the City Manager and thereafter to the City Council. Prior to submitting the matter to the City Council, the City Manager may, in his/her discretion, elect to engage the services of a mediator to attempt to mediate the dispute in a non-binding fashion, not to exceed a total of thirty (30) calendar days. Any decision of the City Council shall be final with no right of further appeal or action thereafter.

SECTION 19. <u>ACCEPTANCE AND CONVEYANCE OF FACILITIES</u>

Once Developer has completed construction of the Facilities and the Facilities are accepted and deemed satisfactory by the City, the Facilities automatically become the property of the City. Developer shall take any and all actions necessary to convey and vest full, complete and clear title in said Facilities to the City. [THIS SECTION TO BE ELIMINATED IN THE CASE OF FACILITIES THAT ARE TO BE OWNED BY OTHER JURISDICTIONS]

SECTION 20. LIENS, CLAIMS, AND ENCUMBRANCES

Notwithstanding any other provision or term of this Agreement, the City shall have no obligation to apply Infrastructure Fee Credits or pay Fee Reimbursements after final acceptances for the Facilities until Developer has cleared any and all liens, claims and encumbrances from said facility, and provided the required guarantee documentation, guarantee, and assurance in writing, to the satisfaction of the City. Nothing herein shall prevent the application of Infrastructure Fee Credits prior to final acceptance of the Facilities, so long as Developer is not otherwise in breach of this Agreement and the required performance and payment bonds have been posted and have been accepted by the City.

SECTION 21. DELIVERY OF AS-BUILT PLANS AND SPECIFICATIONS

Prior to acceptance of the Facilities by City, Developer shall deliver to City copies of all as-built plans (if any), specifications, operating manuals, service manuals, warranties and other documents relating to the design, construction, and operation of the Facilities described in this Agreement.

SECTION 22. INDEMNIFICATION

The Developer, by execution of this Agreement, specifically agrees to assume the defense of, indemnify and hold harmless City and its elected representatives, officers, employees, agents, consultants, and volunteers (the "Indemnitees"), from and against all liabilities, actions, damages, claims, losses, or expenses of every type and description, including attorneys' and consultants' fees and expenses, (collectively, "Liabilities"), to which they may be subjected or put, by reason of or resulting from the design, construction, or installation of the Facilities, except to the extent the Liabilities arise from the sole negligence, active negligence, or willful misconduct of City and/or the Indemnitees. This indemnification shall extend to Liabilities occurring after this Agreement is terminated as well as while it is in force. Notwithstanding the foregoing, following the acceptance of the improvements by City, or if there is an applicable warranty, following the end of any applicable warranty period, the Developer shall not be obligated to indemnify the Indemnitees for Liabilities to the extent that such Liabilities arise from Indemnitees' active or passive negligence. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. The parties intend that this provision shall be broadly construed.

SECTION 23. THIRD PARTY LIABILITY

City does not assume any liability, duty or obligation to Developer's contractors, subcontractors or agents by execution or performance of this Agreement and no contractors, subcontractors, agents or any parties are third party beneficiaries of this Agreement.

SECTION 24. WARRANTY

Developer hereby warrants the Facilities as to materials, design and workmanship and should any failure of the Facilities or any parts thereof occur within a period of one (1) year after final acceptance by City, Developer shall promptly cause the needed repairs to be made without any expense or cost to the City. Final acceptance shall be deemed to have occurred under this Agreement when the Facilities have been accepted by the City and may be placed into service. City shall provide written notification to Developer of final acceptance by the City.

City is hereby authorized to make repairs if Developer fails to make, or undertake with due diligence, the aforesaid repairs within twenty (20) calendar days after it is given written notice of such failure. In case of emergency, where in the opinion of the City Engineer delay may cause serious hazard to the public, the necessary repairs may be made by the City without prior notice to Developer. In all cases of failure within the warranty period where the City has taken action in accordance with this paragraph, Developer shall reimburse City for any and all costs or expenses, direct or indirect, incurred by the City.

SECTION 25. BINDING ON SUCCESSORS AND ASSIGNS

Each and every provision of this Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto, in the same manner as if such parties had been expressly named herein.

SECTION 26. ATTORNEY'S FEES

If any suit, action or proceeding in law or equity is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable costs and attorneys' fees.

SECTION 27. AUTHORITY TO ENTER INTO AGREEMENT

Developer and City certify that they are legally empowered to enter into this Agreement.

SECTION 28. NOTICES

Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally (FedEx and similar services, each of which is hereinafter called an "Express Courier," shall be considered to be personal service) or by telephone facsimile or other electronic transmission (provided that the sender of a telephone facsimile or other electronic transmission has received confirmation of successful transmission by the sending fax machine), and upon receipt, if mailed to the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, return receipt requested, and properly addressed as follows:

(a) If to City:

City of Roseville
Development Services, Engineering
Attn: City Engineer
311 Vernon Street
Roseville, CA 95678
Telephone: (916) 774-5339
Email – DSEngineering@Rosville.ca.us

With a copy to:

Economic & Planning Systems, Inc.
Attn: SV Infrastructure Fee Administrator
400 Capitol Mall, 28th Floor
Sacramento, CA 95814
Telephone: (916) 649-8010

Facsimile: (916) 649-2070

(b) If to Developer:

[fill in notice information for Developer]

Either party may change its mailing address at any time by giving written notice of such changes to the other party in the manner provided herein.

SECTION 29. NOTICE OF CONTRACTORS

Developer shall provide a copy of this Agreement to any contractors, subcontractors, or other parties performing work on the Facilities, prior to commencement of construction by said party.

SECTION 30. TERM

The term of this Agreement shall start on the day and year duly executed by all parties and shall remain in effect until all the terms and conditions contained in this Agreement have been satisfied.

SECTION 31. SEVERABILITY

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

SECTION 32. CONFLICTS

This Agreement is intended to implement and be consistent with the requirements of Ordinance No. 4932. Therefore, in the event of any conflicts between Ordinance 4932 and this Agreement, the requirements of the Ordinance shall prevail and control.

SECTION 33. EXHIBITS

The Exhibits attached hereto are hereby incorporated herein by this reference. In the event of any conflict between this Agreement and its Exhibits, the provisions of this Agreement shall govern.

SECTION 34. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the parties regarding the subject matter hereof. The Agreement may be amended only by writing executed by both parties.

SECTION 35. EFFECTIVE DATE

The City's execution of this Agreement shall be contingent upon confirmation by the City that (i) a Construction Contract has been properly bid and entered into for construction of the Facilities, (ii) performance and payment bonds have been posted in form and amount required by the City, and (iii) a Notice to Proceed has been given to the contractor for the Facilities. The date of approval by the City Council of this Agreement, based in part on the City's confirmation of the satisfaction of the foregoing conditions, shall be deemed to be the **"Effective Date"** of this Agreement. Upon execution of this Agreement by the City, the City shall insert the Effective

Date in the Preamble to this Agreement and provide a copy of this fully executed and dated Agreement to Developer.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 18-____, adopted by the Council of the City of Roseville on the _____ day of ____________, 2018, and DEVELOPER has caused this Agreement to be executed.

CITY:

CITY OF ROSEVILLE,
a municipal corporation

____
By: ____________________________________
Its: City Manager

ATTEST:

____
By: ____________________________________
Its: City Clerk

APPROVED AS TO FORM:

____
By: ____________________________________
Its: City Attorney

APPROVED AS TO SUBSTANCE:

____
By: ____________________________________
Its: Development Services Director

DEVELOPER:

(INSERT DEVELOPER SIGNATURE BLOCK)

____
a ______________________________________

By:____________________________________
Name:_________________________________
Title:__________________________________

and

By:____________________________________
Name:_________________________________
Title:__________________________________

FIGURE "A"

PROJECT LOCATION MAP
SIERRA VISTA INFRASTRUCTURE FEE PROGRAM

(Insert name of Developer here)
(List Project Name Here)
(Date)

EXHIBIT "A"

DEPICTION OF ELIGIBLE FACILITY IMPROVEMENTS
SIERRA VISTA INFRASTRUCTURE FEE PROGRAM

(Insert name of Developer here)
(List Project Name Here)
(Date)

This Exhibit shows a depiction of the eligible improvments subject to the SVSP Fee Program.

EXHIBIT “B”

DESCRIPTION OF ELIGIBLE FACILITY IMPROVEMENTS
SIERRA VISTA INFRASTRUCTURE FEE PROGRAM

(Insert name of Developer here)
(List Project Name Here)
(Date)

This Exhibit describes the eligible improvments subject to the SVSP Fee Program.

EXHIBIT “C”

ESTIMATED ELIGIBLE FACILITY COSTS
SIERRA VISTA INFRASTRUCTURE FEE PROGRAM

(Insert name of Developer here)
(List Project Name Here)
(Date)

This Exhibit to show a detailed cost estimate of the eligible improvments subject to the SVSP Fee Program.

EXHIBIT “D”

IDENTIFICATION OF INFRASTRUCTURE FEE CREDITS AND FEE REIMBURSEMENTS

SIERRA VISTA INFRASTRUCTURE FEE PROGRAM

[Insert Name of Developer Here]

[List Project Name Here]

Date of Agreement: ______________, 20___

Project Obligation per SV Infrastructure Fee:

Infrastructure Fee = ____________ x _____________ = __________________
(no of lots) (fee per lot) (Total Due)

- MINUS -

Estimated Infrastructure Fee Credits = __________________
(From Exhibit “C”)

- EQUALS -

Total Infrastructure Fee Due (positive no.) or
Fee Reimbursement Due (negative no.) = __________________

EXHIBIT "E"

FORM OR CERTIFICATE OF APPLICATION OF SIERRA VISTA INFRASTRUCTURE FEE CREDITS

The undersigned Developer, as the holder of certain Sierra Vista Infrastructure Fee Credits related to the Credit / Reimbursement Agreement between Developer and the City of Roseville, dated ____________________ (the "Agreement"), hereby elects to apply the amount of Infrastructure Fee Credits indicated below as a credit against the SV Infrastructure Fee otherwise payable in connection with the recordation of a small-lot subdivision map or issuance of building permit(s) for development of the property within the Sierra Vista Specific Plan described below:

Developer's Legal Name: ____

Project Name: ____

Amount of Applied Infrastructure Fee Credits: $________________

Infrastructure Fee Credit Balance Available under Agreement Before Application: $________________

Infrastructure Fee Credit Available under Agreement After Application: $________________

APPROVED: Administrator: ____________________________

DEVELOPER:

____
a ________________________________

By: ______________________________
Name: ____________________________
Title: _____________________________

Date: ___________________

EXHIBIT "F"

FORM OF CERTIFICATE OF ASSIGNMENT AND TRANSFER OF SIERRA VISTA INFRASTRUCTURE FEE CREDIT

The undersigned Developer,as the holder of certain Sierra Vista Infrastructure Fee Credits related to the Credit / Reimbursement Agreement between Developer and the City of Roseville, dated ____________________ (the "Agreement"), hereby assigns, transfers and conveys to the undersigned Assignee the amount of Sierra Vista Infrastructure Fee Credits as indicated below:

Developer's Legal Name: ____

Assignee's Legal Name: ____

Amount of Assigned Infrastructure Fee Credits: $________________

Infrastructure Fee Credit Balance Available under Agreement Before Transfer: $_____ ____________

Infrastructure Fee Credit Balance Available under Agreement After Transfer: $_____ ____________

APPROVED: Administrator: ____________________________

DEVELOPER:

____

a _________________________________

By:________________________________
Name:______________________________
Title:_______________________________
Date:__________________

Developer Contact:

Name:______________________________
Address:____________________________
____
Telephone:______________
Facsimile:_______________
E-Mail:_________________

ASSIGNEE/HOME BUILDER:

____

a _________________________________

By: _______________________________
Name:______________________________
Title:_______________________________
Date:__________________

Assignee/Home Builder Contact:

Name:______________________________
Address:____________________________
____
Telephone:______________
Facsimile:_______________
E-Mail:_________________